DESTIN CITY COUNCIL MEETING
NOVEMBER 17, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Teamwork*****

CALL TO ORDER

*** INVOCATION (Pastor Steve Farris, First Baptist Church of Destin)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
2. **PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
3. ***** CONSENT AGENDA**
   A. 5 Cross Court Residential Marine Construction - HWB-001693-2025
   B. Approval of minutes of October 6, 2025 Regular City Council Meeting
4. **CITY MANAGER REPORTS**
   A. Public Service Announcement re Citizen and Business Coordination wIth OCSO Real-Time Crime Center
   B. Harbor CRA Advisory Committee Recommendation for Underground Phasing
   C. RFB 25-11-PW, Debris Monitoring Continuing Services, consideration of contract awards
   D. RFB 25-13-PW, Mattie Kelly Outfall Project, consideration of contract award
   E. RFB 25-16-PW, Norriego Point Harbor Restoration Project Bid Document
   F. 4th St Right-of-Way
   G. Code Compliance 2026 Action Report
   H. 3420 Scenic Hwy 98 - Sea Oats Motel
   I. Announcements
5. **PUBLIC HEARINGS**
   A. Second reading of Ordinance 25-19-CC - *Am*ending Cha*pter 2 - Administration*, of the Code of Ordinances relating to city membership in the Florida Retirement System (FRS); providing for membership in the FRS for the benefit of city employees.
   B. First reading of Ordinance 25-17-LC - Relating to platting, requiring administrative review, processing, and approval of plats pursuant to Chapter 177, Florida Statutes.
   C. First reading of Ordinance 25-23-LC - Deleting Article 1, "*General Provisions/Legal"* of the Land Development Code to remove and replace the existing Article 1 in its entirety, providing

for title, jurisdiction and intent, containing regulations related to vested rights, code compliance and enforcement.

D. Ordinance 25-27-CN - Amending FY 2025 Budget. Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of destin for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember Geile
   1) Projects Status/Updates

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

8. ADJOURN

****** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.***

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

ITEM # 2025-1347

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: November 12, 2025

SUBJECT: 5 Cross Court Residential Marine Construction - HWB-001693-2025

I. BACKGROUND: On August 4, 2025, Justin Goff, on behalf of the Goff Family Trust, submitted a Harbor and Waterways Board Application for the removal of an existing dock and the construction of a new residential dock. The application, HWB-001658-2025, was applied for under a commercial marina in error, and was later applied for under HWB-001693-2025.

During review of the application, it was determined that the proposed dock and boathouse extended approximately 95.6 linear feet (LF) from the Mean High-Water Line (MHWL). Per the City of Destin ***Land Development Code (LDC) Section 11.05.01.F,*** docks may not be constructed to a length greater than 20% of the width of the waterway.

LDC Section 11.05.01.F states the following: *No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.*

The waterway at the proposed location (Marler Bayou), according to the site plan, is 381.9 LF wide. Accordingly, the maximum allowable dock length is 20% of that width, or 76.38 LF. As a result, the applicant resubmitted plans to comply with the regulation above, proposing a dock measuring approximately 76 LF in total.

The applicant seeks approval from City Council for a residential marine construction project proposing a new residential dock with:

Total Square Feet:	2,330 SF
Total Number of Piers or Docks:	1

Total Length:	76
Total Slip Density:	2
Located in the Destin Harbor:	No

II. DISCUSSION: The applicant requests City Council approval for the residential marine construction located at 5 Cross Court.

The Harbor and Waterways Board is being asked to review the proposed marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures.*** Below are Staff's findings with respect to ***Section 11.05.01*** and ***Section 11.05.02;*** items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions*. This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the harbor and waterways of Destin. The following regulations and prohibitions shall apply to the harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies. However, the submittals sent to agencies consisted of the original plans containing a 95 LF dock. Staff has reached out to the agencies involved. United States Army Corps of Engineers (USACE) will require the applicant to resubmit new plans illustrating the 76 LF dock. Additionally, while FDEP will not require a full resubmittal, they will require that the applicant provide them with the updated plans, illustrating a 76 LF dock.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and*

shall be adhered to.

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *Proposed construction will be 76 LF total. The Width of Marler Bayou at this location is approximately 381.9 LF. 20% of 381.9 LF is 76.38 LF. Therefore, the proposed dock is within the allowable length.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *Proposed construction will be 76 LF total. The Width of Marler Bayou at this location is approximately 381.9 LF. 20% of 381.9 LF is 76.38 LF. Therefore, the proposed dock is within the allowable length.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: *Total waterfront footage is approximately 242 LF. The proposed total length of new dock construction is less than the width of the lot at the MHWL.*

1. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable.*

2. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *Not applicable.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: *The total waterfront footage is approximately 242 LF. The proposed dock construction will only have 2 slips, which will not exceed the one slip per eight linear feet maximum requirement.*

O. No boat or vessel, entering into, exiting, or operating within Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other people within Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *Not applicable.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Staff response: *Construction is proposed to be 25-foot setback from the property line; however, Staff sent the provided Adjacent Property Notification to the neighboring properties on October 10, 2025. As proposed, the riparian rights of others are not interfered with.*

T. No dock shall unreasonably interfere with the riparian rights of others.
Staff response: *Construction is proposed within the 25-foot setback of the property line, Staff sent the provided Adjacent Property Notification to the neighboring properties on September 5th, 2025. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed, which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection ***11.05.01.M.2***.

Staff response: *Not applicable.*

Pursuant to ***Section 11.05.03, Land Development Code (LDC),*** all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff received concerned comments from the public regarding the variance application, which proposed to build the dock longer than the maximum length allowed by the LDC. However, the applicant has since withdrawn the variance application and is proposing to construct a dock that is a length allowed by the LDC.

HARBOR AND WATERWAYS BOARD RECOMMENDATION:

At the Monday, November 10, 2025 Harbor and Waterways Board meeting, the Board reviewed the subject application and unanimously recommended City Council approval, 6-0, with the conditions provided.

A. Link to Strategic Goals / Objectives: IV. Enhanced quality of life and safety for families.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: The applicant requests City Council approval for a residential marine construction project located at 5 Cross Court. The applicant has provided the Environmental Resource Permit from the Florida Department of Environmental Protection (FDEP), Permit No. 0462835-001-EI/46, as well as the USACE permit, number SAJ-2025-02066. However, the submittals sent to agencies consisted of the original plans containing a 95 LF dock. Staff has reached out to the agencies involved, and USACE will require the applicant to resubmit new plans illustrating the 76 LF dock, while FDEP will not require a full resubmittal, but they will require that the applicant provide them with updated plans, illustrating a 76 LF dock.

City Staff has reviewed the application and determined that the revised plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan ***(Coastal Management Element Policy 6-1.1.6)***.

IV. RECOMMENDED MOTION: I move that the City Council approve the proposed residential marine construction project located at 5 Cross Court, for the removal of the existing dock and the construction of a new residential dock, measuring 76 LF in length, with two boat slips and a roof overhang, with the following conditions:

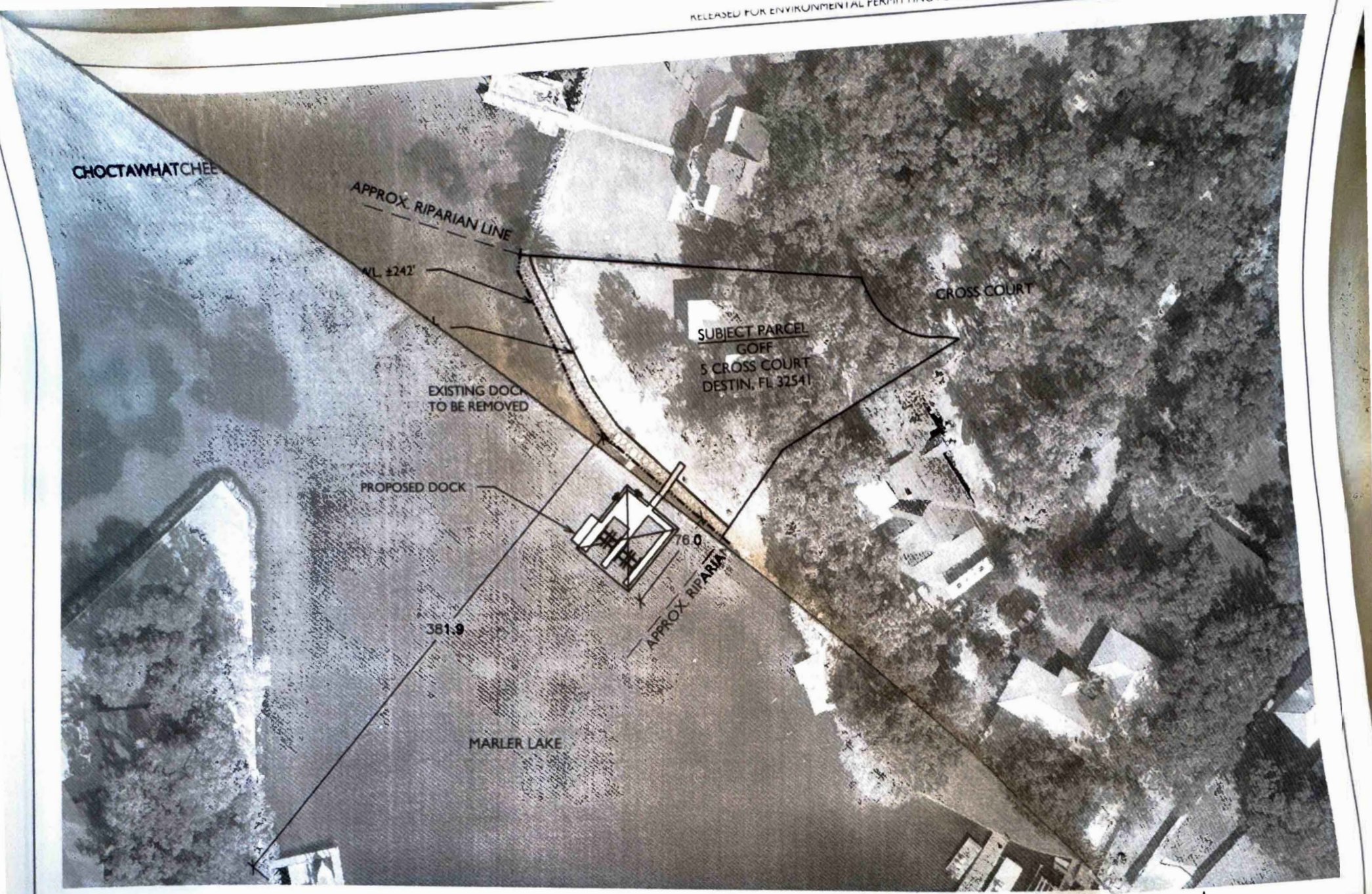
1. Both revised Federal and State approvals illustrating the reduced dock length of 76 LF shall be submitted with the Marine Construction Permit application; and

2. All regulations of the City's Marina Siting ***LDC Section 11.05.00*** shall be followed at all times.

Attachments:

1. 1. Revised Dock Plans
2. 2. Proof of Ownership
3. 3. Adjacent Property Notification Letter
4. 4. Agent Affidavit
5. 5. USACE Approval Letter
6. 6. FDEP Permit
7. 7. Existing Condition Picture

RELEASED FOR ENVIRONMENTAL PERMITTING



5 CROSS COURT, GOFF DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 3 OF 5

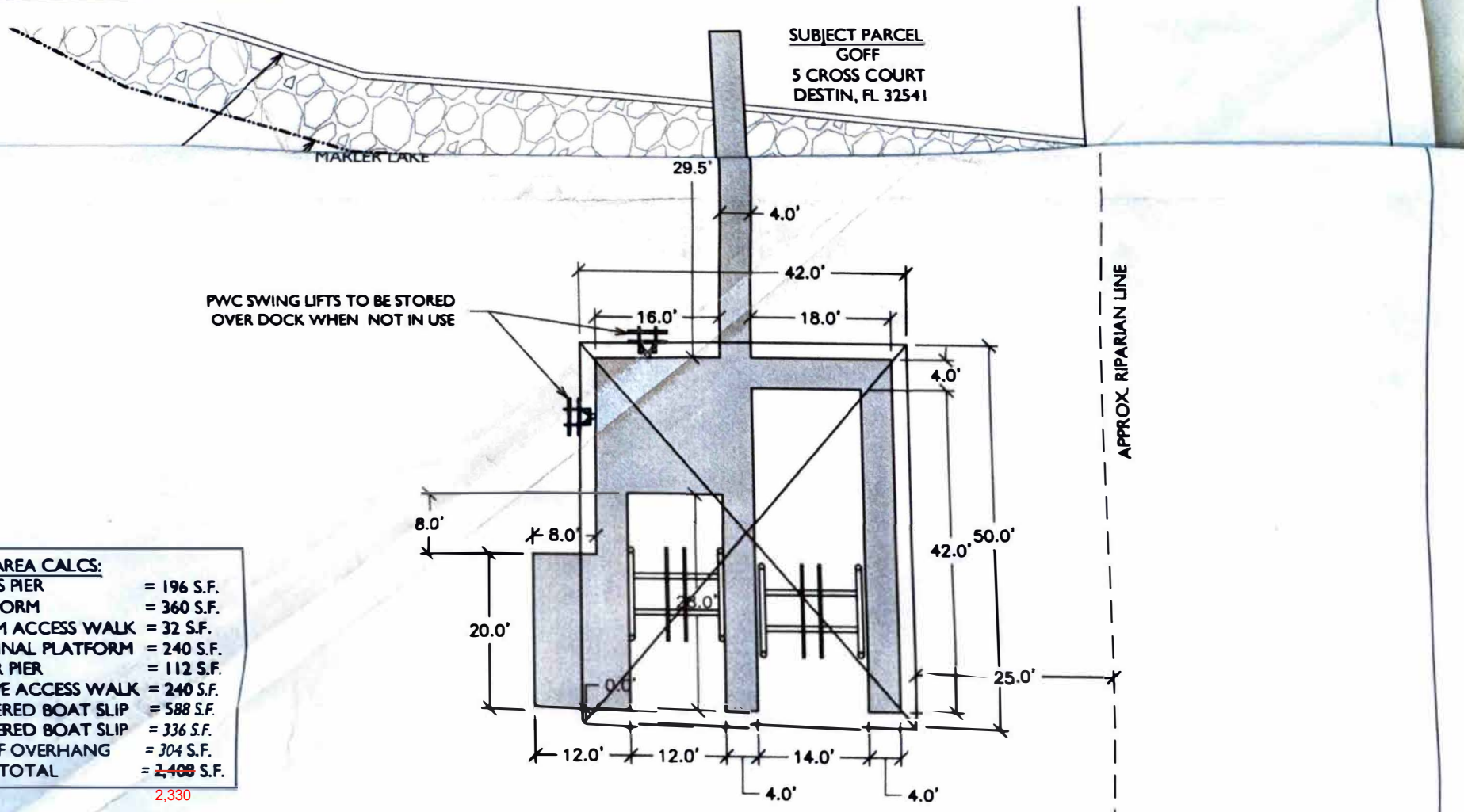
OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM

80 0 40 80

(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW



PREEMPTED AREA CALCS:

29.5' ~~49'~~x4' ACCESS PIER	= 196 S.F.
20'x18' PLATFORM	= 360 S.F.
8'x4' PLATFRM ACCESS WALK	= 32 S.F.
20'x12' TERMINAL PLATFORM	= 240 S.F.
28'x4' FINGER PIER	= 112 S.F.
60'x4' L-SHAPE ACCESS WALK	= 240 S.F.
42'x14' COVERED BOAT SLIP	= 588 S.F.
28'x12' COVERED BOAT SLIP	= 336 S.F.
2'x152' ROOF OVERHANG	= 304 S.F.
TOTAL	= ~~2,408~~ 2,330 S.F.

5 CROSS COURT, GOFF DOCK
PLAN VIEW
JOB NO.: 2025.022
DRAWN BY: JAT
DRAWING DATE: 07.10.2025
SHEET 4 OF 5

OAKHURST CONSULTING
JASON@OAKHURSTCONSULT.COM

20 0 10 20
(IN FEET)

THIS INSTRUMENT PREPARED BY
McGill Escrow & Title
ROBERT E. McGILL, III
36008 Emerald Coast Pkwy Ste 301-A
Destin, FL 32541
File No. 14332
Property Appraisers Tax I.D. Number
00-2S-22-1609-0000-0030

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED made the 6th day of June, 2025 by **TERRY JEHRON WHITE AND DELORES HUDSON WHITE, HUSBAND AND WIFE,** hereinafter called the grantor, whose address is: 3306 Double Eagle Lane, Opelika, Alabama 36801 to **KAREN GOFF HILL**, hereinafter called the grantee, whose address is: 111 Coastal Oaks Circle, Ponte Vedra Beach, Florida 32082.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16, of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature - Witness
Tyler Kasmierski
Print name
1550 Opelika Rd Auburn AL 36830
Address Line

Signature - Witness
Haley Cassidy
Print name
1550 Opelika Rd Auburn, AL 36830
Address Line

Terry Jehron White - Seller

Delores Hudson White - Seller

STATE OF Alabama
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of {___} physical presence or {___} online notarization this 31 day of May, 2025, by **TERRY JEHRON WHITE AND DELORES HUDSON WHITE,**

___ who is/are personally known to me, or
X who has/have produced AL Drivers License as identification.

NOTARY PUBLIC
Print Name: Richard Chadwick Hunt
My Commission expires: 11/14/27

DELEGATION AND SELECTION OF AGENT

THIS DELEGATION AND SELECTION OF AGENT is made by Karen Goff-Hill, as Settlor and Trustee of the "Goff Family Trust Agreement" dated July 17 2025 2025 (the "Trust").

WHEREAS, Settlor grants Trustee the authority to delegate duties and powers in Article VII A. 9. of the Trust, including the selection and appointment of select an agent to facilitate and enable the demolition of existing improvements and construction of new improvements (the "Duties and Powers") on the following described real property:

Lots 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16 of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida; and

WHEREAS, Trustee desires to select and appoint Justin D. Goff as the Trust's agent for the Duties and Powers.

NOW, THEREFORE:

Trustee appoints Justin D. Goff as the Trust's agent to facilitate and enable the demolition of existing improvements and construction of new improvements (the "Duties and Powers") on the following described real property:

Lots 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16 of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida (the "Property").

The Duties and Powers include but are not limited to the agent's execution on the Trust's behalf any and all permits, applications and any other document required by any contractor, subcontractor, materials supplier, bank, financial institution, insurance company, or local, state or federal authority in any way relating to the Property, including but not limited to the demolition of existing improvements and construction of new improvements on the Property.

Signatures appear on the following page.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the 17 day of July, 2025.

WITNESSES:

Barbara Wilson

Print Name: Barbara Wilson
Street Address: _____
City/State/Zip: 822 A1A N. Suite 208 Ponte Vedra Beach, FL 32082

Nancy A McAlum

Print Name: Nancy A McAlum
Street Address: ~~822 A1A N. Suite 208~~
City/State/Zip: ~~Ponte Vedra Beach, FL 32082~~

TRUSTEE:

Karen Goff Hill as Trustee of the Goff Family Trust

STATE OF FLORIDA
COUNTY OF St Johns

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Karen Goff Hill, as Trustee of the Goff Family Trust, personally known to me or who has produced FL Driver's License as identification, to be the person described in and who executed the foregoing Designation and Selection of Agent, and she acknowledged before me that she executed same and swore under oath that all matters described therein are true and correct, under penalties of perjury.

WITNESS my hand and official seal in the county and state last aforesaid this 17 day of July, 2025.

NANCY A. MCALUM
MY COMMISSION # HH 535325
EXPIRES: August 28, 2028

NOTARY PUBLIC
My Commission Expires: _____

File #: 3766417 07/31/2025 01:06 PM
Fees: $18.50

DC MNichols
Brad E Embry Clerk of Circuit Court Okaloosa County, FL

This instrument prepared by:
hn W. Hawkins, Esq.
HE HAWKINS LAW FIRM
9001 U.S. Hwy. 98 #514
Miramar Beach, Florida 32550
(850) 259-1266

AS A DEED FROM A GRANTOR WHO HAS THE POWER TO REVOKE THE TRUST INSTRUMENT THIS TRANSFER IS NOT SUBJECT TO DOCUMENTARY STAMP TAX PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 12B-4.013(i)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective this 17 day of July, 2025, by Karen Goff Hill aka Karen Lee Goff-Hill, whose address is 111 Coastal Oaks Circle, Ponte Vedra Beach, Florida 32082 ("Grantor"), to Karen Lee Goff-Hill, as Trustee of the Goff Family Revocable Trust dated _____ ____, 2025, (the "Trust" and "Grantee"), whose address is whose address is 111 Coastal Oaks Circle, Ponte Vedra Beach, Florida 32082.

WITNESSETH, that Grantor, in consideration of the mutual promises contained in the Trust, grants and conveys to Grantee, its successors and assigns all the estate right, title, lien, equity, interest, claim, and demand that Grantor has in and to the following described lot, piece, or parcel of real property located in the County of Okaloosa, State of Florida, together with all buildings, fixtures and other real property improvements located on said real property; and the benefits and appurtenances on or appertaining to said real property and improvements, being described more particularly as follows:

Lots 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16 of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida.

Being the same property described in that certain Warranty Deed dated June 6, 2025, from Terry Jehron White and Lores Hudson White, as Grantor, to Karen Goff Hill as Grantee, recorded as File # 3758578 of the Official Public Records of Okaloosa County, Florida, to which reference is made for purposes of description.

Property Tax ID No. 00-2S-22-1609-0000-0030

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

TO HAVE AND TO HOLD, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions. Grantor covenants that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Signatures appear on following page

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the 17 day of July, 2025.

WITNESSES:

Barbara Wilson

Print Name: Barbara Wilson
Street Address: ~~822 A1A N. Suite 208~~
City/State/Zip: ~~Ponte Vedra Beach~~ 32082

Nancy A McAlum

Print Name: Nancy A McAlum
Street Address: 822 A1A N. Suite 208
City/State/Zip: Ponte Vedra Beach, FL. 32082

GRANTOR:

Karen Goff Hill

STATE OF FLORIDA
COUNTY OF St Johns

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in he county aforesaid to take acknowledgments, personally appeared Karen Goff Hill, personally known to me or who has produced FL Driverslicense as identification, to be the person described in and who executed the foregoing Special Warranty Deed, and she acknowledged before me that she executed same and swore under oath that all matters described therein are true and correct, under penalties of perjury.

WITNESS my hand and official seal in the county and state last aforesaid this 17 day of July, 2025.

NANCY A. MCALUM
MY COMMISSION # HH 535325
EXPIRES: August 28, 2028

Nancy A McAlum

NOTARY PUBLIC
My Commission Expires:_____

NO TITLE OPINION EXPRESSED BY JOHN W. HAWKINS, ESQ. OR THE HAWKINS LAW FIRM

Community Development
Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

October 10, 2025

Subject: Notification of Development Project: 5 Cross Ct – Variance City of Destin Project Number: BOA-001692-2025

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Sign Setback Variance. As an owner of property located within 300 feet of this project, ***Article 2.17.00 of the Destin Land Development Code (LDC)*** requires a written notice providing you the following information.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.

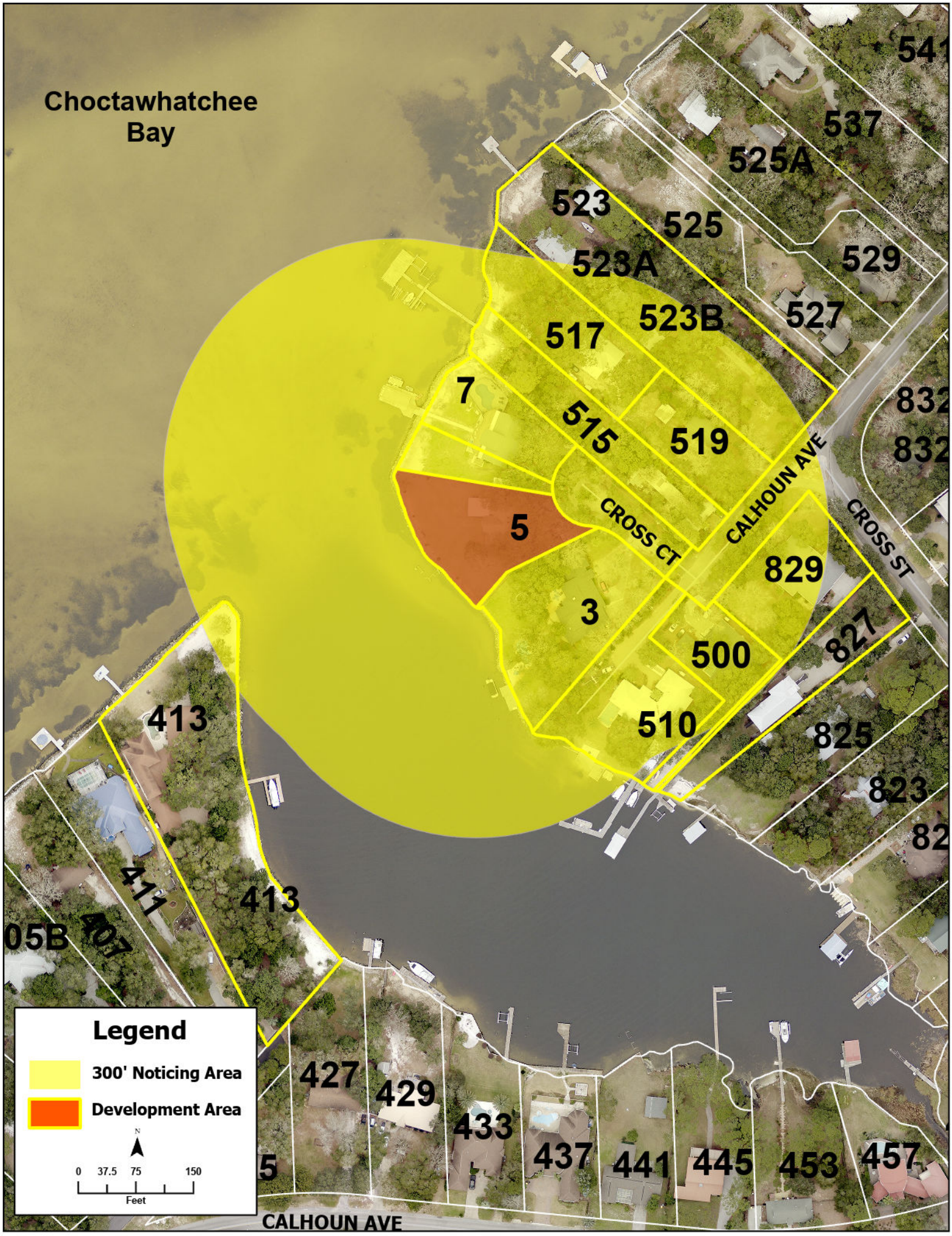
1. Name of Owner: Justin Goff
2. Name of Agent: N/A
3. Address of Project: 5 Cross Ct
4. Parcel ID Number: 00-2S-22-1609-0000-0030
5. Project Description: This is an application for a variance from ***Land Development Code Article 11.05.01.F***. The Applicant is seeking relief from this regulation which prohibits the length of any new dock to exceed 20% of the waterway width at the place where the pier is located. The proposed dock will be a total of 95.6 LF from the Mean High-Water Line (MHWL).
6. Location Map: Please refer to the back of this letter.
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions, please do not hesitate to call (850) 654-1119 or email planning@cityofdestin.com.

Sincerely,

Ashley Dominguez
Planner

cc: David Prichard, Community Development Director
Planning Division
Project File


Choctawhatchee Bay
541
537
525A
523
525
529
528A
523B
527
517
7
515
519
832
832
CALHOUN AVE
CROSS ST
CROSS CT
5
829
3
827
500
510
825
823
82
413
411
413
05B
401
427
429
433
437
441
445
453
457
5
CALHOUN AVE
Legend
300' Noticing Area
Development Area
N
0 37.5 75 150
Feet

THIS INSTRUMENT PREPARED BY
McGill Escrow & Title
ROBERT E. McGILL, III
36008 Emerald Coast Pkwy Ste 301-A
Destin, FL 32541
File No. 14332
Property Appraisers Tax I.D. Number
00-2S-22-1609-0000-0030

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED made the 6th day of June, 2025 by **TERRY JEHRON WHITE AND DELORES HUDSON WHITE, HUSBAND AND WIFE,** hereinafter called the grantor, whose address is: 3306 Double Eagle Lane, Opelika, Alabama 36801 to **KAREN GOFF HILL**, hereinafter called the grantee, whose address is: 111 Coastal Oaks Circle, Ponte Vedra Beach, Florida 32082.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16, of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature - Witness
Tyler Kasmierski
Print name
1550 Opelika Rd Auburn AL 36830
Address Line

Signature - Witness
Haley Cassidy
Print name
1550 Opelika Rd Auburn, AL 36830
Address Line

Terry Jehron White - Seller

Delores Hudson White - Seller

STATE OF Alabama
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of {___} physical presence or {___} online notarization this 31 day of May, 2025, by **TERRY JEHRON WHITE AND DELORES HUDSON WHITE,**

___ who is/are personally known to me, or
X who has/have produced AL Drivers License as identification.

NOTARY PUBLIC
Print Name: Richard Chadwick Hunt
My Commission expires: 11/14/27

DELEGATION AND SELECTION OF AGENT

THIS DELEGATION AND SELECTION OF AGENT is made by Karen Goff-Hill, as Settlor and Trustee of the "Goff Family Trust Agreement" dated July 17 2025 2025 (the "Trust").

WHEREAS, Settlor grants Trustee the authority to delegate duties and powers in Article VII A. 9. of the Trust, including the selection and appointment of select an agent to facilitate and enable the demolition of existing improvements and construction of new improvements (the "Duties and Powers") on the following described real property:

Lots 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16 of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida; and

WHEREAS, Trustee desires to select and appoint Justin D. Goff as the Trust's agent for the Duties and Powers.

NOW, THEREFORE:

Trustee appoints Justin D. Goff as the Trust's agent to facilitate and enable the demolition of existing improvements and construction of new improvements (the "Duties and Powers") on the following described real property:

Lots 3 and 4, Ming's Subdivision, according to the Plat thereof, recorded in Plat Book 7, Page(s) 16 of the Public Records of Okaloosa County, Florida, less and except that portion deeded in Official Records Book 1322, Page 1126, of the Public Records of Okaloosa County, Florida (the "Property").

The Duties and Powers include but are not limited to the agent's execution on the Trust's behalf any and all permits, applications and any other document required by any contractor, subcontractor, materials supplier, bank, financial institution, insurance company, or local, state or federal authority in any way relating to the Property, including but not limited to the demolition of existing improvements and construction of new improvements on the Property.

Signatures appear on the following page.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the 17 day of July, 2025.

WITNESSES:

Barbara Wilson

Print Name: Barbara Wilson
Street Address: _____
City/State/Zip: 822 A1A N. Suite 208 Ponte Vedra Beach, FL 32082

Nancy A McAlum

Print Name: Nancy A McAlum
Street Address: ~~822 A1A N. Suite 208~~
City/State/Zip: ~~Ponte Vedra Beach, FL 32082~~

TRUSTEE:

Karen Goff Hill as Trustee of the Goff Family Trust

STATE OF FLORIDA
COUNTY OF St Johns

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Karen Goff Hill, as Trustee of the Goff Family Trust, personally known to me or who has produced FL Driver's License as identification, to be the person described in and who executed the foregoing Designation and Selection of Agent, and she acknowledged before me that she executed same and swore under oath that all matters described therein are true and correct, under penalties of perjury.

WITNESS my hand and official seal in the county and state last aforesaid this 17 day of July, 2025.

NANCY A. MCALUM
MY COMMISSION # HH 535325
EXPIRES: August 28, 2028

NOTARY PUBLIC
My Commission Expires: _____

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207

July 24, 2025

Regulatory Division
North Permits Branch
Panama City Section
SAJ-2025-02066

Karen Hill
5 Cross Court
Destin, Florida 32541
Sent via email: regalbuildinggroup@gmail.com

Dear Ms. Hill:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on July 21, 2025. Your application was assigned file number SAJ-2025-02066. A review of the information and drawings provided indicates that the proposed work would result in the removal of an existing dock and the construction of a 4 foot by 49 foot terminal walkway, 18 foot by 20 foot platform, 4 foot by 8 foot access walkway, 12 foot by 20 foot terminal platform, 4 foot by 60 foot L shaped walkway, 2 single pole personal watercraft lifts, and two covered boat slips measuring 14 foot by 42 foot and 12 foot by 28 foot. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), **and** Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in Marler Bayou at 5 Cross Court, in Section 00, Township 2 South, Range 22 West, Destin, Okaloosa County, Florida.

This letter verifies your project, as described above and depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20 and any subsequent modifications, if applicable. **This RGP authorization is valid until March 28, 2028.** If you commence or are under contract to commence this activity before the date that SAJ-20 expires or is revoked, you will have 12 months from the date of the expiration or revocation of SAJ-20 to complete the activity under the present terms and conditions of SAJ-20.

Please access the Corps' Jacksonville District Regulatory Division Source Book web page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Once there, select “General Permits.” Then you will need to select the specific SAJ permit noted above.

You must comply with all of the general and special conditions of the RGP, as well as any project-specific conditions included in this letter.

General Conditions:

1. The time limit for completing the work authorized ends on **March 28, 2028.**

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. The Permittee shall reference this permit number, SAJ-2025-02066, on all submittals.

2. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, "Certification of Compliance with Department of Army Permit" (located at https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf) and submit it to the Corps.

3. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect, impact, or disturb properties listed in the National Register of Historic Places (NRHP), or those eligible for inclusion in the NRHP.

b. If, during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the Reporting Address Special Condition within the same business day (8 hours). The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked

human remains shall immediately cease, and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

4. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable project design criteria's (PDCs) contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

6. Manatee Conditions: The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011". The most recent version of the Manatee Conditions must be utilized.

7. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within define distance desired or use 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place

and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this RGP verification or have issues accessing the documents referenced in this letter, please contact, by telephone at 850-726-0427, or by email at Bryce.A.Leisure2@usace.army.mil.

Sincerely,

Bryce Leisure

Bryce Leisure
Project Manager

Enclosures:
Permit Transfer
Manatee Condition
Permit Drawings

Cc: Jason Taylor of Oakhurst Consulting
Agent: Jason@oakhurstconsult.com

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2025-02066

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

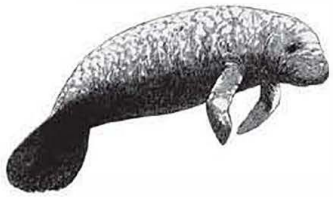
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

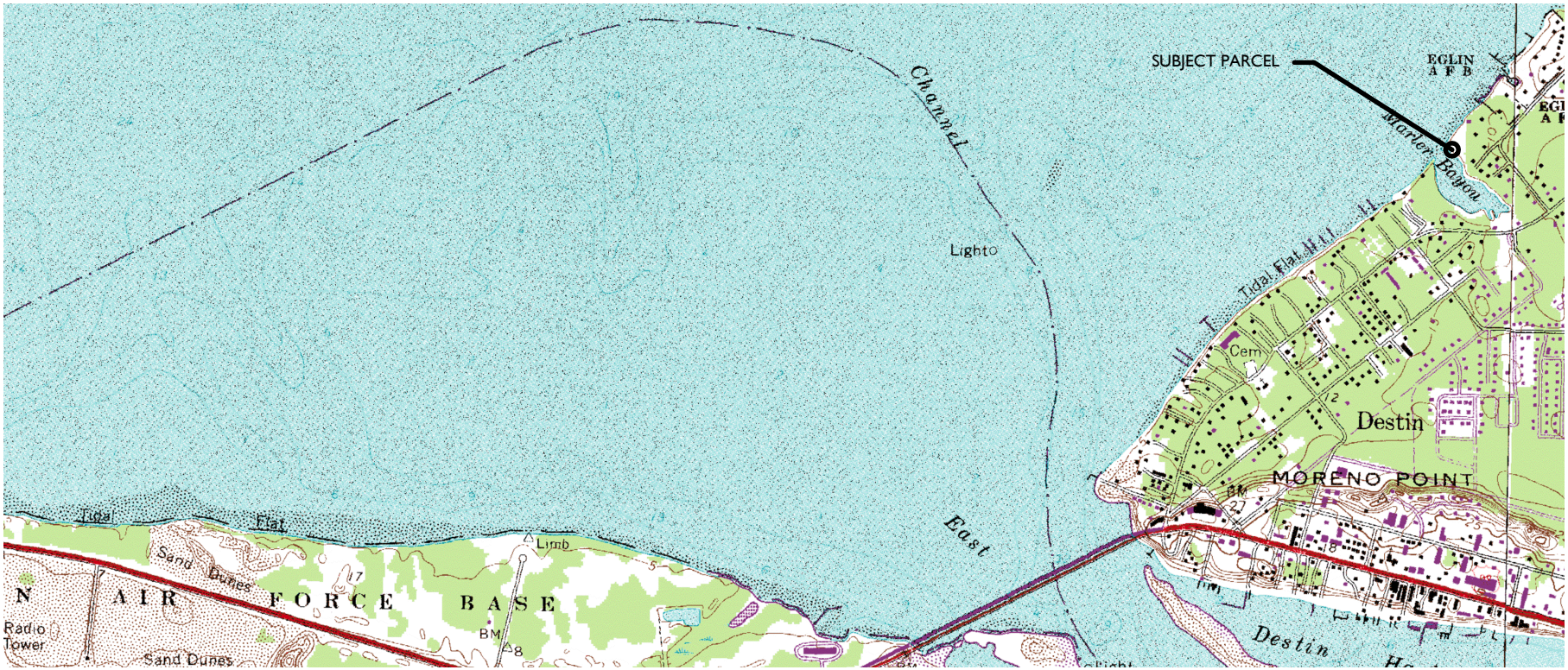


Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PROPERTY INFO
PID: 00-2S-22-1609-0000-0030
SITUS: 5 CROSS COURT
DESTIN, FL 32541
LAT: 30.407921
LONG: -86.502068

RECORD OWNER
HILL KAREN GOFF
111 COASTAL OAKS CIR
PONTE VEDRA BEACH FL 32082

DRAWING INDEX
1- SITE LOCATION & SHEET INDEX
2-EXISTING SITE CONDITIONS
3-PLAN VIEW DEPICTED ONTO AERIAL
4-PLAN VIEW
5-PROFILE TYP.

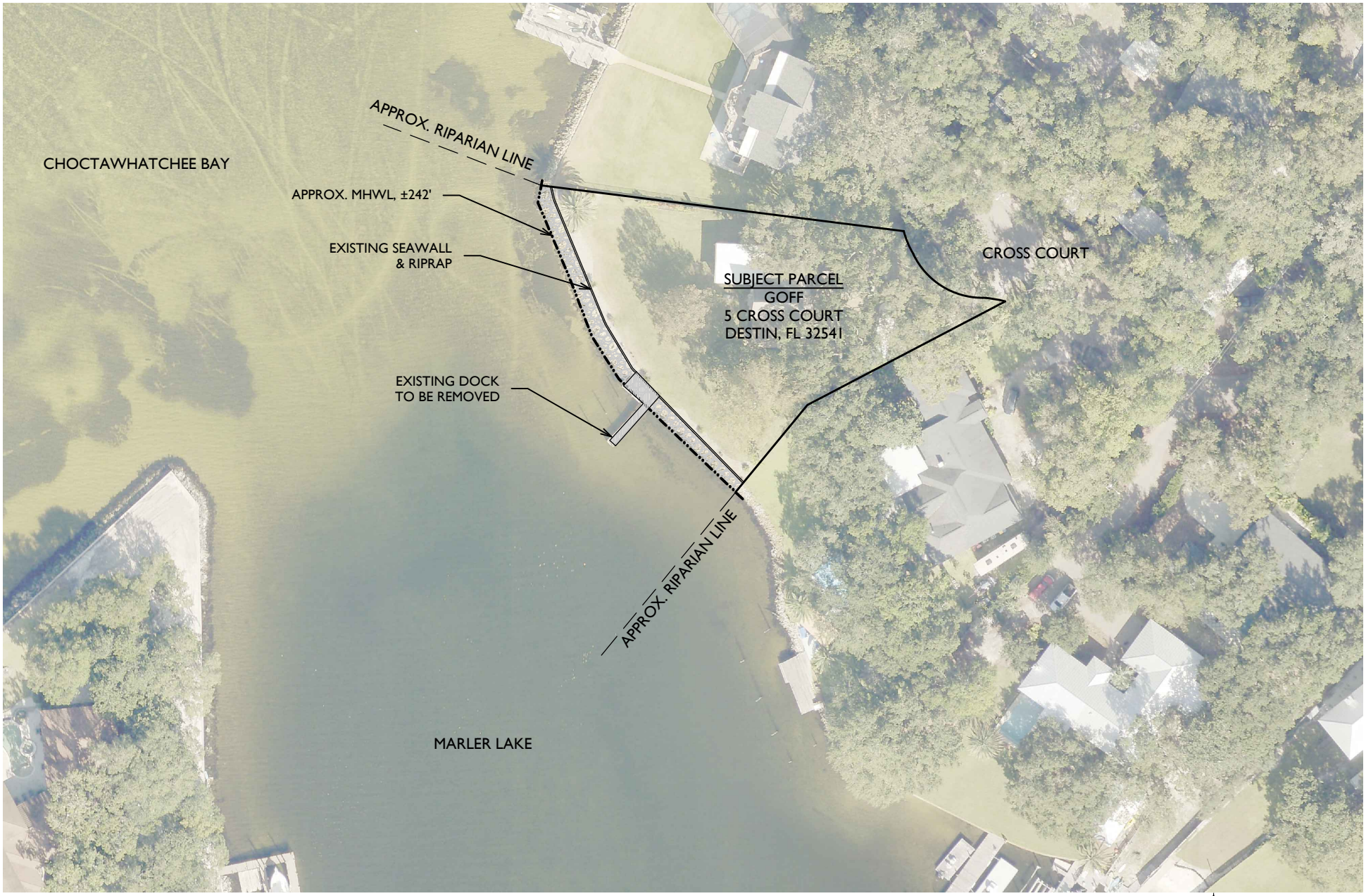
These plans submitted to USACE are not compliant with the City of Destin LDC. Revised plans shall be provided to USACE, and a revised approval shall be submitted with the building permit application.

2000 0 1000 2000
(IN FEET)

5 CROSS COURT, GOFF DOCK
SITE LOCATION & DRAWING INDEX
JOB NO.: 2025.022
DRAWN BY: JAT DRAWING DATE: 07.10.2025
SHEET: 1 OF 5

OAKHURST CONSULTING
JASON@OAKHURSTCONSULT.COM

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



5 CROSS COURT, GOFF DOCK

EXISTING SITE CONDITIONS

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 2 OF 5

OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM

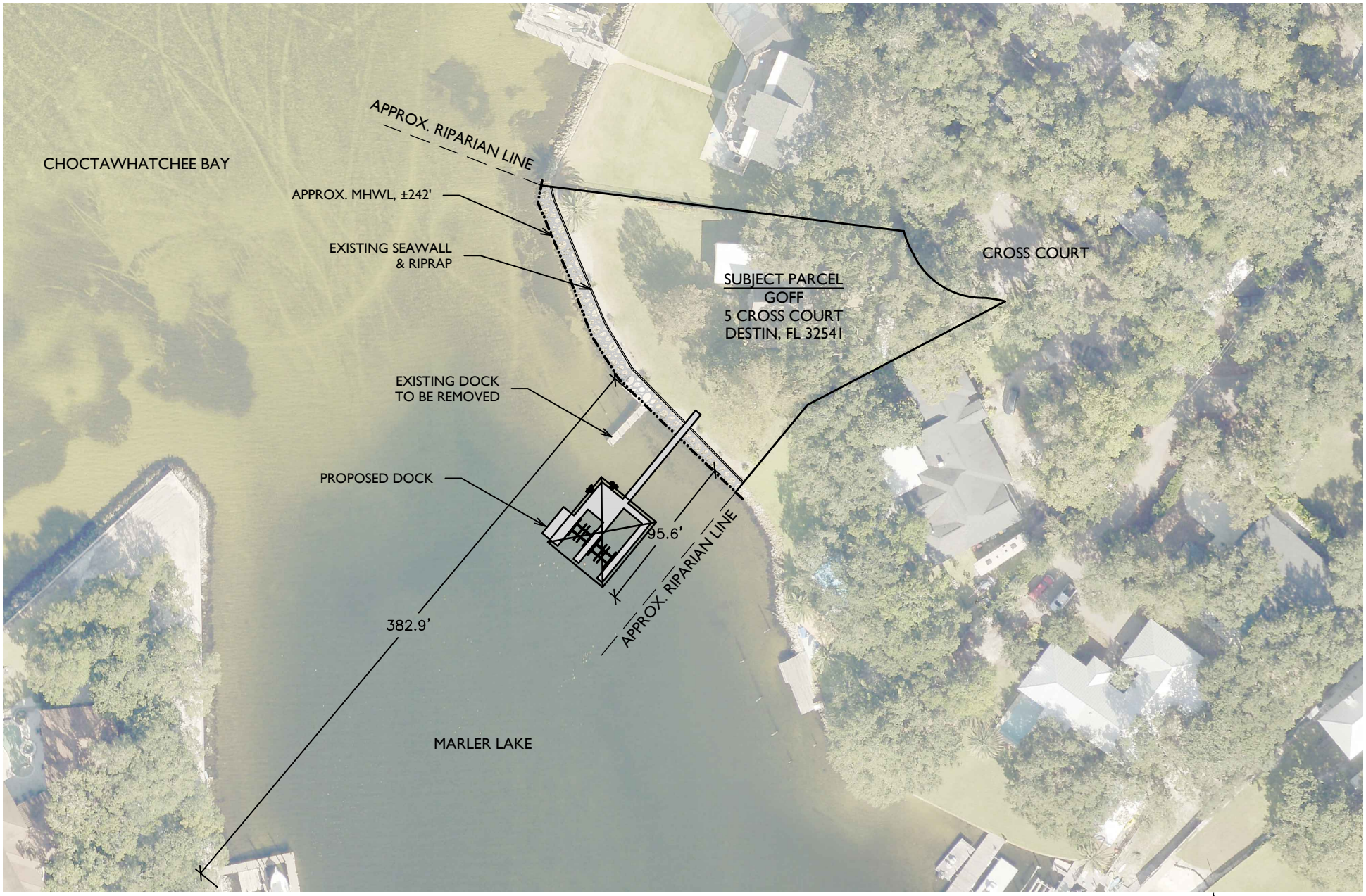
These plans submitted to USACE are not compliant with the City of Destin LDC. Revised plans shall be provided to USACE, and a revised approval shall be submitted with the building permit application.

N

80 0 40 80

(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



5 CROSS COURT, GOFF DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 3 OF 5

OAKHURST CONSULTING

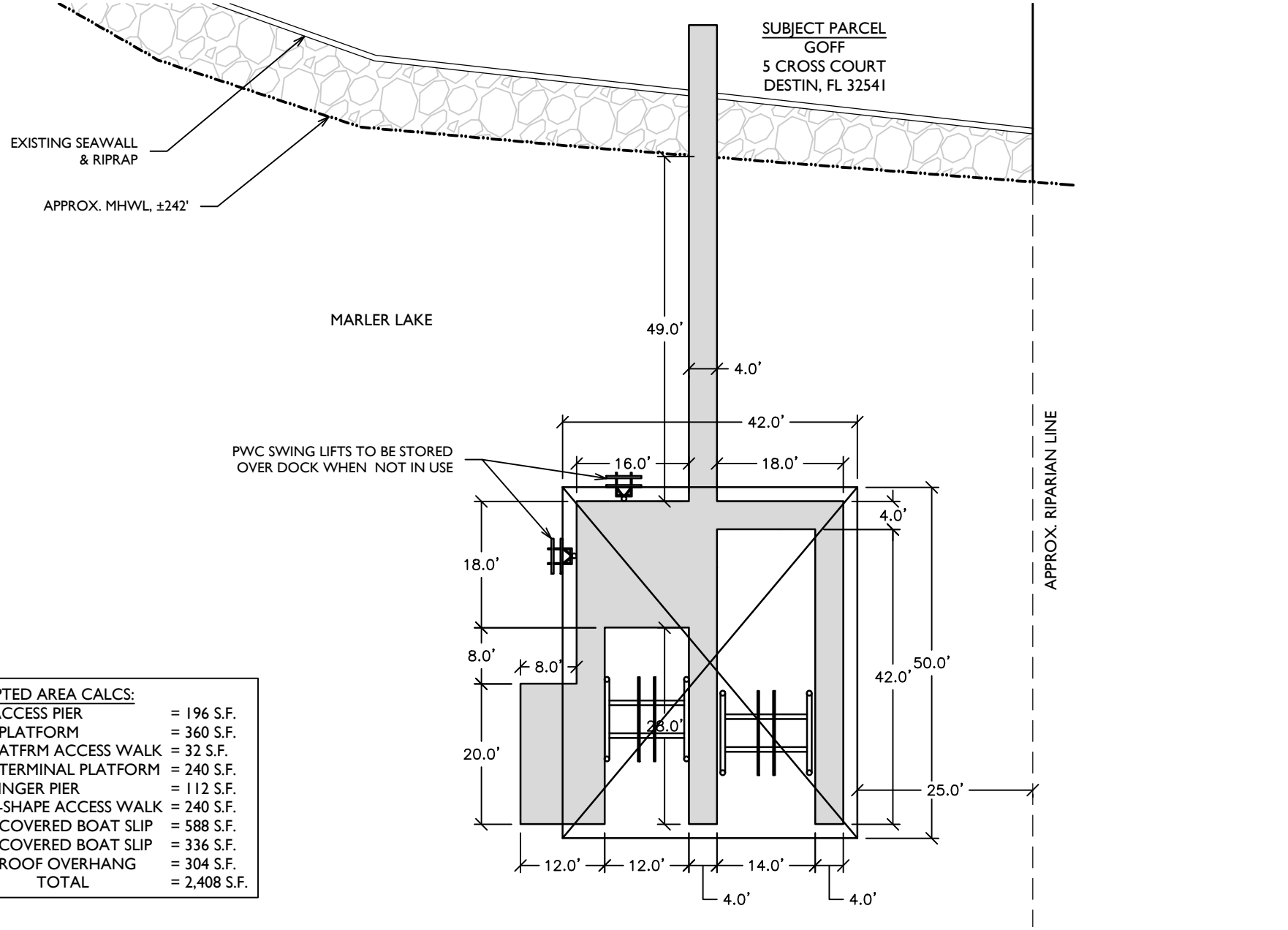
JASON@OAKHURSTCONSULT.COM

These plans submitted to USACE are not compliant with the City of Destin LDC. Revised plans shall be provided to USACE, and a revised approval shall be submitted with the building permit application.

80 0 40 80

(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PREEMPTED AREA CALCS:	
49'x4' ACCESS PIER	= 196 S.F.
20'x18' PLATFORM	= 360 S.F.
8'x4' PLATFRM ACCESS WALK	= 32 S.F.
20'x12' TERMINAL PLATFORM	= 240 S.F.
28'x4' FINGER PIER	= 112 S.F.
60'x4' L-SHAPE ACCESS WALK	= 240 S.F.
42'x14' COVERED BOAT SLIP	= 588 S.F.
28'x12' COVERED BOAT SLIP	= 336 S.F.
2'x152' ROOF OVERHANG	= 304 S.F.
TOTAL	= 2,408 S.F.

5 CROSS COURT, GOFF DOCK

PLAN VIEW

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 4 OF 5

OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM

These plans submitted to USACE are not compliant with the City of Destin LDC. Revised plans shall be provided to USACE, and a revised approval shall be submitted with the building permit application.

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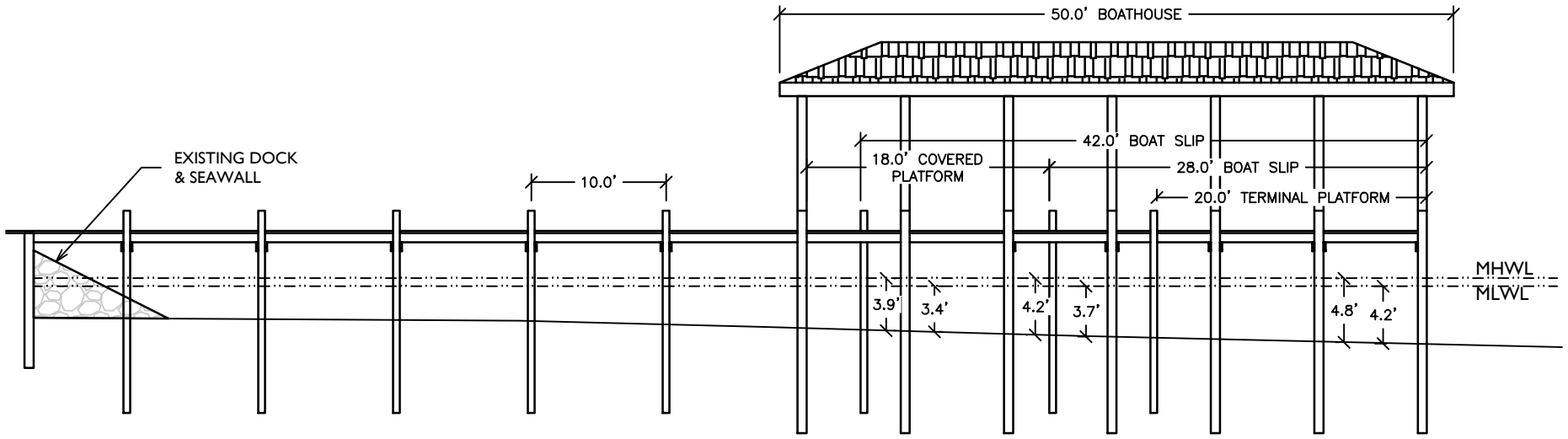
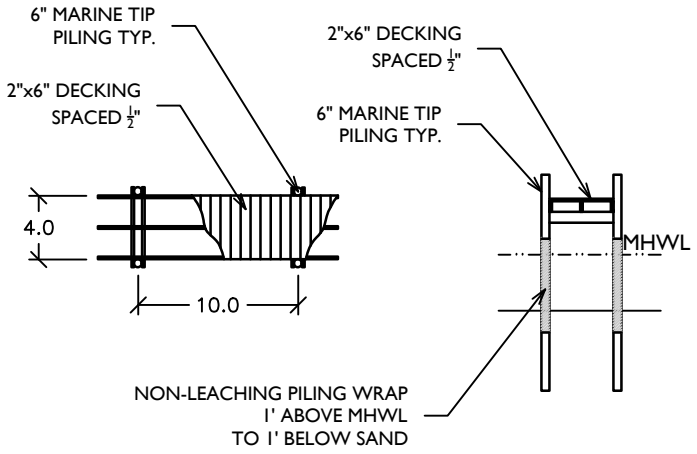
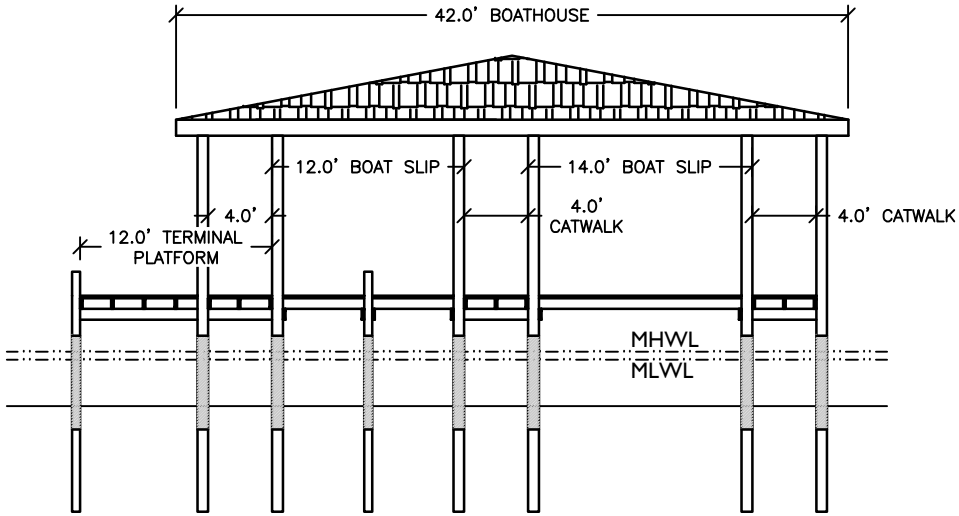
(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.







5 CROSS COURT, GOFF DOCK

PROFILE TYP.

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 5 OF 5

OAKHURST CONSULTING

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(IN FEET)

FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Permittee/Authorized Entity:
Karen Goff Hill, Applicant
111 Coastal Oak Cir
Ponte Vedra Beach, FL 32082
regalbuildinggroup@gmail.com

Goff Hill Dock
Okaloosa County

Authorized Agent:
Jason Taylor
1225 Oakview Road
Decatur, Georgia 30030
jason@oakhurstconsult.com

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization –Not Included

Okaloosa County
Permit No.: 0462835-001-EI/46

Permit Issuance Date: October 10, 2025
Permit Construction Phase Expiration Date: October 10, 2030

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Karen Goff Hill
Permit No: 0462835-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 5 Cross Court (00-2S-22-1609-0000-0030) Destin, Florida 32541, in Section 00, Township 2S, Range 22 in Okaloosa County, at 30° 24' 28.5664"/86° 30' 7.3192".

PROJECT DESCRIPTION

The permittee is authorized to construct a 49ft x 4ft access pier, 20ft x 18ft platform, 8ft x 4ft platform access walk, 20ft x 12ft terminal platform, 28ft x 4ft finger pier, 60ft x 4ft L-shape catwalk, 42ft x 14ft covered boat slip, and a 28ft x 12ft covered boat slip. For a total pre-empted area of 2,408 square feet within the landward extent of Destin Harbor, a Class III, Florida Waterbody. Those activities include the mooring of two vessels, comprising 924 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Goff Hill Dock

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization
Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).
Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management Consistent
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT/SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms,

conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. Prior to the initiation of any work authorized by this permit, floating turbidity curtains shall be installed around the construction area and will remain in place until pilings have been installed and turbidity levels within the work area have returned to background levels prior to construction of the dock.

2. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

3. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity or dewatering.

4. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period

5. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

a. Immediately cease work contributing to the water quality violation.
b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected

6. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

8. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

9. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth to preclude bottom scouring and prop dredging.

10. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures, which are not authorized by this permit include but are not limited to: walkways, doors, awnings, and decking around or under the bottom of the pile-supported structures. Storage of equipment, pesticides, herbicides, construction material, trash receptacles, or part of a septic tank system beneath the pile supported structure is prohibited.

11. Structures shall extend no more than 25 percent of the width of the waterbody in accordance with 18-21.004(4)(d) F.A.C.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

12. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

13. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

14. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

15. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

16. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of submerged resources or the bottom of the waterbody at mean low so as to preclude scouring or prop dredging.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of

commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
   b. For all other activities – "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be

disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board

of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S. and Chapter 258, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005,

F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

10. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent

intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Permit Expiration: October 10, 2030

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Kimberly R. Allen
Permitting Program Administrator

KRA:cb

Attachments:
Exhibit 1, Project Drawings

Copies furnished to:
Kimberly R. Allen, FDEP, Kim.Allen@FloridaDEP.gov
Russell Sullivan, FDEP, Russell.Sullivan@FloridaDEP.gov
Chris Bickham, FDEP, Chirs.Bickham@FloridaDEP.gov
Karen Goff Hill, Applicant, regalbuildinggroup@gmail.com
Jason Taylor, Consultant, jason@oakhurstconsult.com
Okaloosa County, mmartinez@myokaloosa.com, jautrey@myokaloosa.com, sbitterman@myokaloosa.com, roadinfo@myokaloosa.com, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on October 10, 2025**,** to the above listed persons.

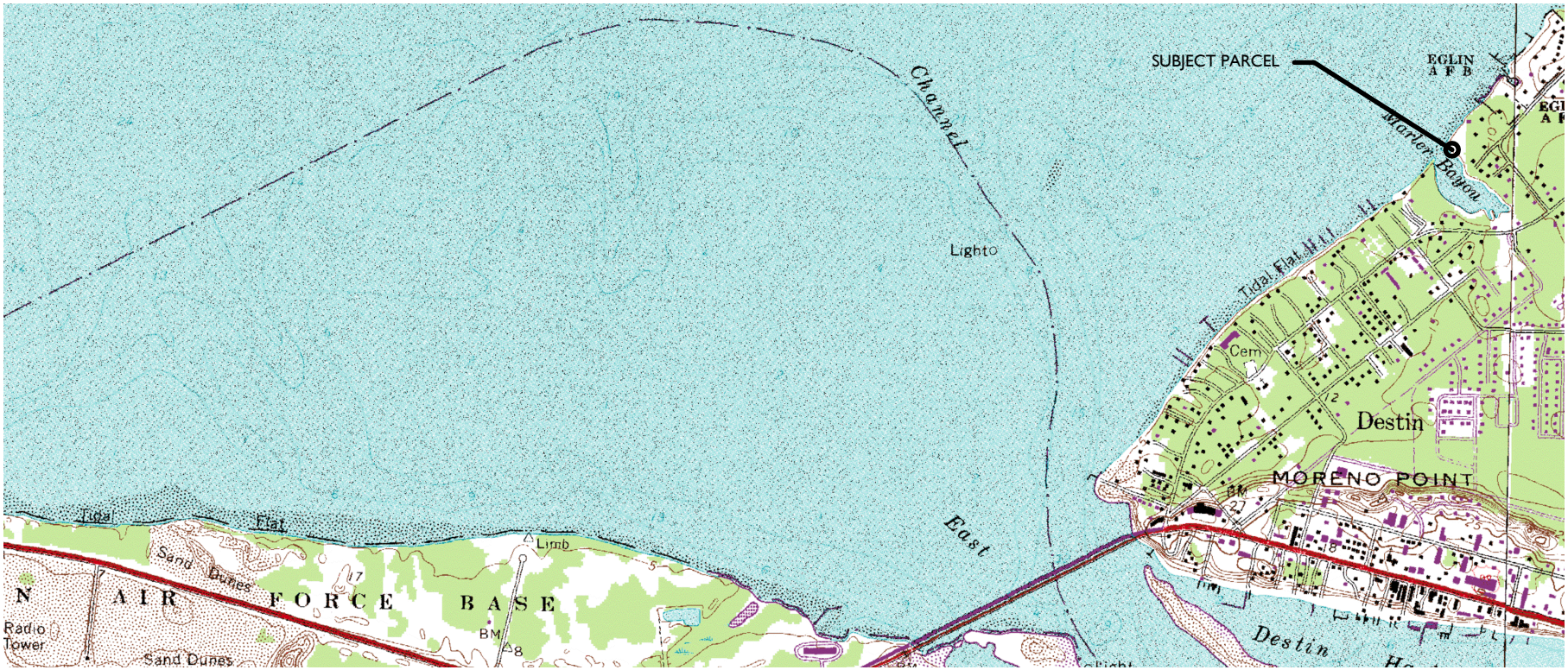
FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

October 10, 2025
Date

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PROPERTY INFO

PID: 00-2S-22-1609-0000-0030
SITUS: 5 CROSS COURT
DESTIN, FL 32541
LAT: 30.407921
LONG: -86.502068

RECORD OWNER

HILL KAREN GOFF
111 COASTAL OAKS CIR
PONTE VEDRA BEACH FL 32082

DRAWING INDEX

1- SITE LOCATION & SHEET INDEX
2-EXISTING SITE CONDITIONS
3-PLAN VIEW DEPICTED ONTO AERIAL
4-PLAN VIEW
5-PROFILE TYP.

These plans submitted to FDEP are not compliant with the City of Destin LDC. Revised plans shall be provided to FDEP, and a revised approval shall be submitted with the building permit application.

2000 0 1000 2000
(IN FEET)

5 CROSS COURT, GOFF DOCK
SITE LOCATION & DRAWING INDEX
JOB NO.: 2025.022
DRAWN BY: JAT DRAWING DATE: 07.10.2025
SHEET: 1 OF 5

OAKHURST CONSULTING
JASON@OAKHURSTCONSULT.COM

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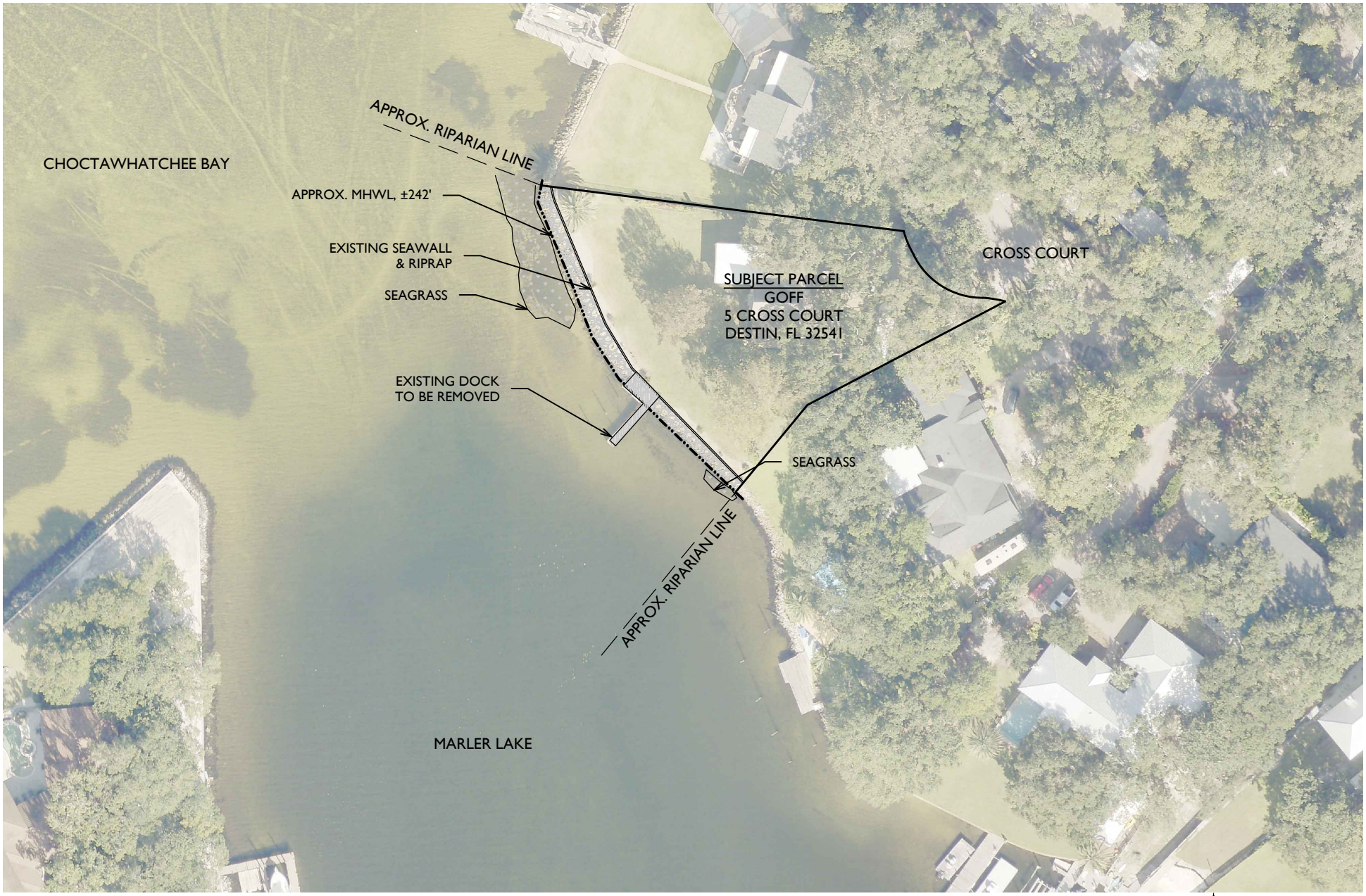

5 CROSS COURT, GOFF DOCK

EXISTING SITE CONDITIONS

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 2 OF 5

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JASON@OAKHURSTCONSULT.COM

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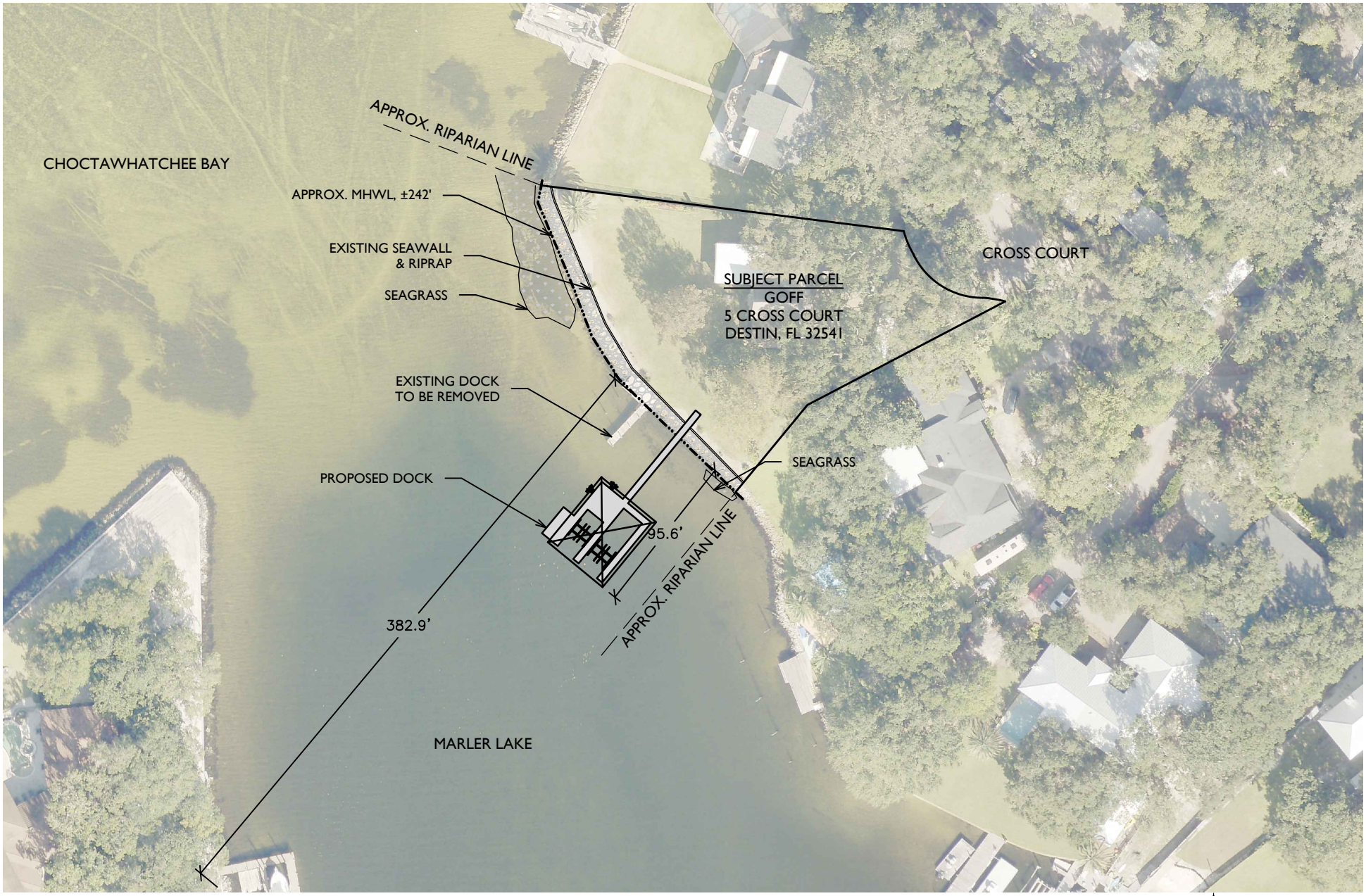

5 CROSS COURT, GOFF DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 3 OF 5

OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM

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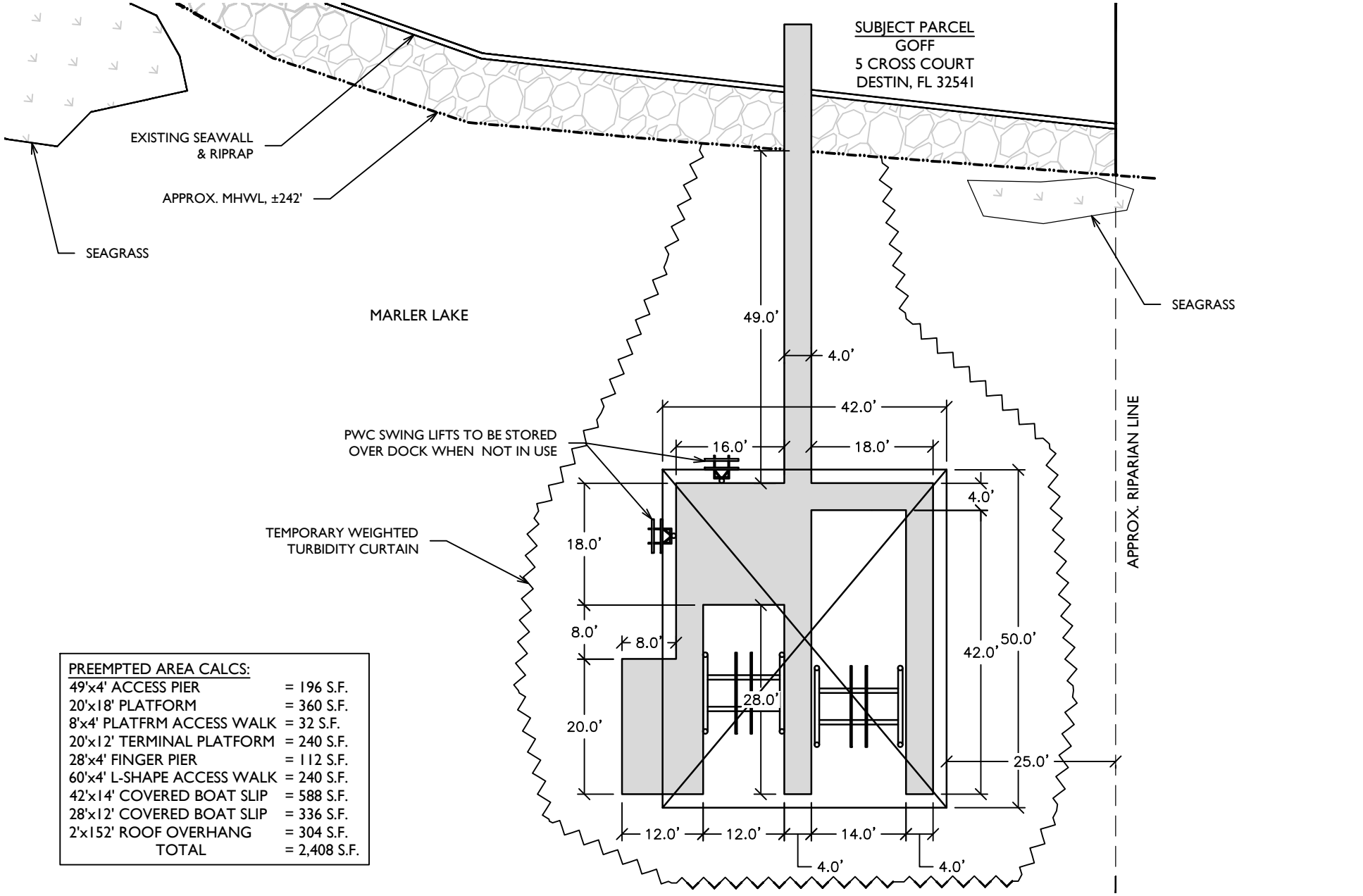

PREEMPTED AREA CALCS:	
49'x4' ACCESS PIER	= 196 S.F.
20'x18' PLATFORM	= 360 S.F.
8'x4' PLATFRM ACCESS WALK	= 32 S.F.
20'x12' TERMINAL PLATFORM	= 240 S.F.
28'x4' FINGER PIER	= 112 S.F.
60'x4' L-SHAPE ACCESS WALK	= 240 S.F.
42'x14' COVERED BOAT SLIP	= 588 S.F.
28'x12' COVERED BOAT SLIP	= 336 S.F.
2'x152' ROOF OVERHANG	= 304 S.F.
TOTAL	= 2,408 S.F.

5 CROSS COURT, GOFF DOCK

PLAN VIEW

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 4 OF 5

OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM

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20 0 10 20

(IN FEET)

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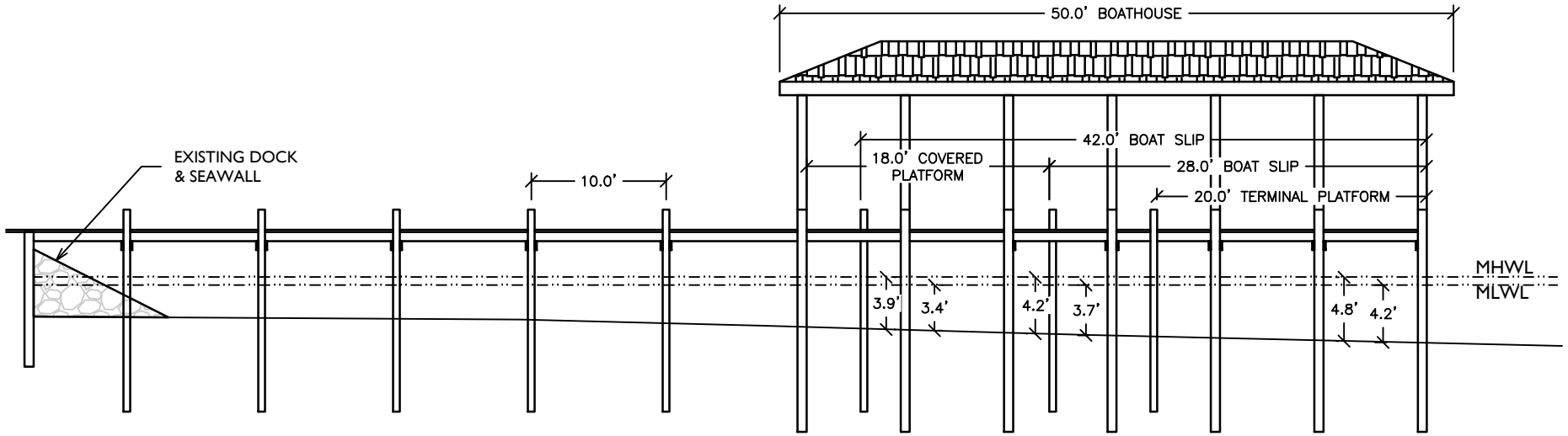

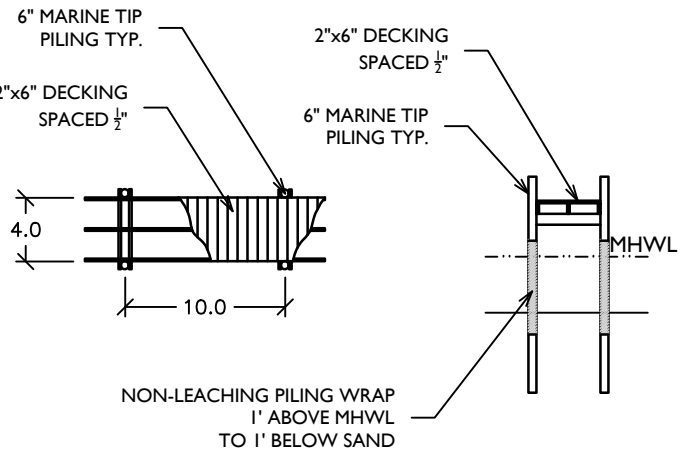

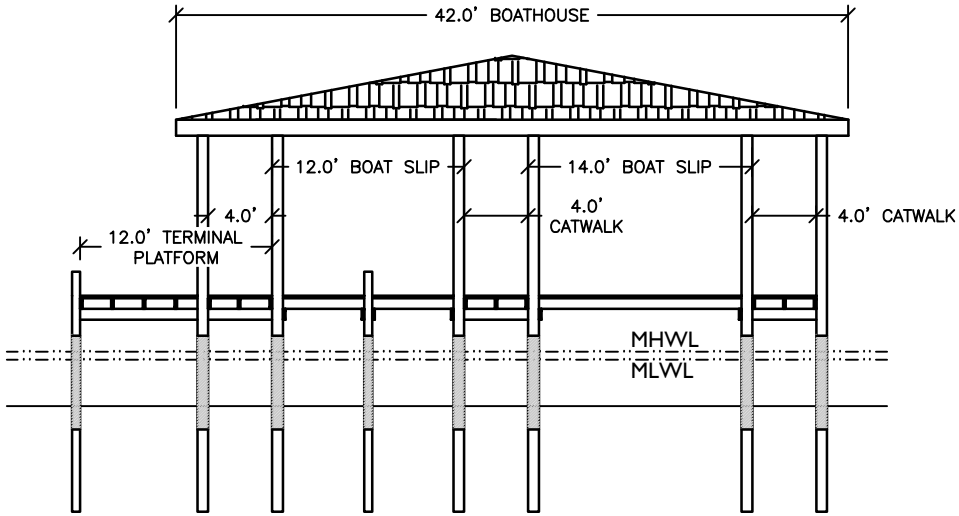

5 CROSS COURT, GOFF DOCK

PROFILE TYP.

JOB NO.: 2025.022

DRAWN BY: JAT DRAWING DATE: 07.10.2025

SHEET: 5 OF 5

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12 0 6 12

(IN FEET)



REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 6, 2025
ANNEX COUNCIL CHAMBERS

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Pro Tem Dewey Destin
Councilmember Kevin Schmidt
Councilmember Sandy Trammell
Councilmember Terésa Hebert
Councilmember Torey Geile
Councilmember Rodney Braden
Councilmember Jim Bagby

Destin City Staff

City Manager Larry Jones
Antonio Payne, IT Specialist
Public Information Director Tamara Young
Community Development Director David Prichard
Finance Director Krystal Strickland
Projects/Grants/Contract Manager Jeffrey Cozadd
Dep Comm Development Director Steve O'Connor
City Attorney Kimberly Kopp
City Clerk Rey Bailey
Public Works Director Michael Burgess
Principal Planner Daniel Butler
HR Director Jaime Haynes
City Engineer Robert Tomasek
Parks & Recreation Director Lisa Firth
Library Director Wen Livingston
Sheri Burney, City Planner

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Dewey Destin called the meeting to order at 6:00 PM. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve the agenda passed 7-0.

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation - 2025 Making Strides Against Breast Cancer

The Mayor Pro Tem read the proclamation designating the month of October as Making Strides Against Breast Cancer Month in the City of Destin, and then presented it to Mr. Nate Slaton, event chair for MSABC of the Emerald Coast.

B. Property Rights and Freeboard Requirements in FEMA Flood Zones

Mr. Chatham Morgan, a resident of 339 Calhoun Avenue, spoke on behalf of himself and several neighbors who plan to build on Calhoun Avenue. He shared his experience of being required by the city to build at nearly 14 feet elevation, though his existing 1962 home at 9.5 feet has never flooded. He explained that FEMA sets a base flood elevation, the State of Florida adds one foot, and the City of Destin adds an additional foot beyond that. He argued that these cumulative restrictions are excessive, overly burdensome, and erode property rights. He stated that if FEMA and the state's elevations are sufficient, they should also be sufficient for the City of Destin. He described FEMA's flood insurance program as inefficient and said that local participation in FEMA's Community Rating System (CRS) trades property rights for small insurance discounts. He urged the council to amend the city's code to match the State Building Code, which requires only one foot above FEMA's base flood elevation, as is already allowed in Calhoun Mixed-Use and South Harbor zoning districts.

Councilmember Bagby acknowledged the tradeoff between stricter elevation standards and maintaining the city's CRS rating. He explained that the city is currently a Class 6 CRS community, which provides a 20% discount on flood insurance premiums. Reducing the elevation requirement could cause the city to lose 100 CRS points and drop to a Class 7 rating, resulting in a 5% insurance rate increase citywide. He suggested that instead of changing the code, individual property owners could "opt out" of FEMA's program through a Section 1316 process, though they would lose eligibility for FEMA-subsidized flood insurance permanently.

The Public Works Director confirmed that the city has maintained a Class 6 CRS rating since 2018, giving residents a 20% flood insurance discount. He stated that lowering the elevation requirement from two feet to one foot above BFE could result in the loss of about 100 CRS points and the Class 6 status. He explained that a Section 1316 designation makes a property permanently ineligible for FEMA flood insurance.

Councilmember Geile asked whether Section 1316 would defeat the purpose of what Mr. Morgan was seeking and whether the property would still meet FEMA limits even without the additional city requirement. The City Attorney clarified that while FEMA's limits would still be met, the city's higher standard provides CRS points that reduce insurance premiums citywide. Reducing the freeboard requirement would lower the CRS rating and increase costs for all policyholders. She added that the National Flood Insurance Program (NFIP) requires local governments to enforce adopted floodplain standards. Using Section 1316 to bypass these standards could conflict with the city's NFIP participation.

Councilmembers asked about thresholds for existing homes when renovations trigger compliance with new elevation requirements. Staff explained that once improvements exceed approximately 50% of a structure's value, the property must comply with current elevation codes.

Mr. Mike Buckingham, a Calhoun Avenue resident, stated that he had spoken with insurance brokers who said that only the property owner who builds to the higher elevation benefits directly from the 5% discount – not neighboring property owners. He argued it was unfair to impose additional elevation costs citywide when the insurance benefit is individual, not collective, and supported exploring other ways for the city to maintain its CRS points without adding elevation requirements.

Councilmember Schmidt made a motion to direct staff to identify opportunities to earn additional points in the CRS system to offset any potential point losses and prevent a downgrade in the city's CRS classification, and to have this information brought back to the council at a future meeting. Councilmember Destin provided a second to the motion, which passed 7-0.

C. Harbor and Waterways Board Recommendations for Jetty Upgrades

Mr. John Stephens, Vice Chairman of the Destin Harbor and Waterways Board, addressed the council about ongoing safety and maintenance issues in the Destin East Pass that have persisted since 2021. He noted that a large vessel recently collided with the jetties, and recalled a previous fatal accident nine years ago – emphasizing the urgent need for repairs and lighting improvements. He reminded the council that in November 2024, a motion was passed to prioritize lighting on the jetties and navigation markers, but no progress report has been provided since. Although the Coast Guard's Aids to Navigation team recently repositioned buoys 1 and 2 to deeper water, other critical issues remain unresolved, including:

- Repairing and upgrading East Pass markers
- Replacing the damaged day marker at the west jetty
- Adding lighting to all existing buoys
- Keeping buoys 1 and 2 in their new locations and illuminating them

Mr. Stephens compared the city's poor lighting conditions to Orange Beach, which has a well-lit and safer channel, urging the city to meet that same standard. He presented a proposed letter from the Harbor and Waterways Board requesting State Representative Jimmy Patronis' support for these safety improvements.

Councilmember Schmidt made a motion to support the navigational improvements recommended by the Harbor and Waterways Board, with staff proceeding to send a letter to State Representative Jimmy Patronis, and State Senators Ashley Moody and Rick Scott requesting support, seconded by Councilmember Destin and passed 7-0.

2. PUBLIC COMMENTS

Mr. Bob Schmidt, 833 Kell-Aire Drive, requested that the city consider adding the *Ichthys* (Christian fish symbol) to City of Destin signs to reflect the community's faith and values as the "World's Luckiest Fishing Village."

Mr. Robert Clifford, 73 Barracuda Street, expressed concern over rapid redevelopment in the Crystal Beach neighborhood, citing the rise of large, corporate-owned vacation homes that replace smaller residences. He requested council action, including a moratorium on homes larger than six bedrooms, improved permit notification requirements for nearby residents, clarification of the Land Development Code, and establishment of a neighborhood advisory committee.

Ms. Janet Malloy, 76 Barracuda Street, thanked the city for moving forward with pickleball courts in Destin. She also shared concerns regarding oversized vacation rentals negatively affecting neighborhood character and livability for full-time residents.

Mr. John Dyer, 71 Barracuda Street, described an excessively large multi-story home being built near his property, including an unsafe concrete slide that was later ordered removed. He expressed frustration with permitting oversight and impacts on neighborhood aesthetics and safety.

Josh Pryor, short-term rental manager, 10002 Highway 98 East, asked where the revenue collected from the short-term rental ordinance is directed and whether hotels are subject to the same requirements.

Several other speakers spoke in support of the city purchasing the property at 446 Calhoun Drive, adjacent to the Threadgill Park, to improve parking and safety for families attending Destin Little League events.

3. CONSENT AGENDA

A. Service Agreement with Panhandle Animal Welfare Society (PAWS)
B. Food for Thought Lease Amendment
C. Request for Use of City Right-Of-Way for McGuire's Halloween Fun Run
D. Approval of 2026 Okaloosa County Public Library Cooperative Agreement
E. Resolution 25-21 - Amending Resolution 17-36 - Destin Youth Council By-Laws
F. Approval of minutes of September 3, 2025, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve Consent Agenda items 3A through 3F passed 7-0.

4. CITY MANAGER REPORTS

A. RFP 25-09-CD Special Magistrate Services

The City Manager explained that this RFP had been issued for Special Magistrate Services, and only one response was received – from Ms. Emily Rogers. He stated that Ms. Rogers met all qualifications to serve as the Special Magistrate for the city's code enforcement hearings. The City Manager also recommended keeping the existing magistrate under contract as a backup should Ms. Rogers be unavailable.

Councilmember Trammell's motion to accept Attorney Emily Rogers' proposal and approve her contract for Special Magistrate services was seconded by Councilmember Schmidt and passed 7-0.

B. RFP 25-13-PW Mattie Kelly Outfall Project

The City Manager presented RFP 25-13-PW, Mattie Kelly Outfall Project, explaining that the project design was complete and ready for construction, and that the city received a $1 million state appropriation to fund the project. He requested approval to advertise the RFP to solicit construction bids.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve RFP 25-13-PW – Mattie Kelly Outfall Project – and go out for bid passed 7-0.

C. Milling/Resurfacing/Restriping of Selected Roadways - Batch 1, authorization to issue Purchase Orders

The City Manager presented this item involving milling, resurfacing, and restriping several city roadways. This was identified as Batch 1 of the projects approved in the annual budget as part of the city's renewal and replacement schedule, totaling about $1.5 million. The roadways included Noriego Road, Magnolia Drive, Lagoon Drive, Choctaw Drive, Harbor Lane, Juniper Street, Mar Street , Evergreen, Primrose, and Oleander Avenue.

Councilmember Trammell made a motion to authorize the City Manager to issue purchase order to H&T Contractors LLC fourteen streets identified. Motion was seconded by Councilmember Hebert and passed 7-0.

D. FRS Questionnaire Resu lts

The City Manager noted this was a follow-up from a previous meeting where the council requested staff to survey employees on potential participation in the Florida Retirement System (FRS) and Social Security. Prior to the survey, the city hosted several informational sessions with representatives from the Thrift Plan, FRS, and Social Security to ensure employees understood their options. The survey received 83 responses:

- 80% (67 employees) said they would enroll in FRS and Social Security if offered.
- 97.5% (81 employees) said these options should be offered to city employees.

The City Manager reported that the city employs 115 total staff members (full and part-time), with part-time employees already participating in Social Security. City staff estimated that joining FRS and Social Security would increase annual personnel costs by $480,000 if all full-time employees enrolled, or approximately $384,000 based on the 80% participation rate.

Councilmember Schmidt opposed adding costs to taxpayers, arguing the issue had already been decided and that rephrasing survey questions may have influenced responses. Others emphasized the importance of offering competitive benefits to retain staff, reduce turnover costs, and honor the city's stated goal of providing livable wages and benefits.

Several councilmembers debated whether the vote should occur only when six or more members were present to ensure a fair decision, while others argued that votes should proceed as scheduled regardless of attendance.

Motion by Councilmember Braden, seconded by Councilmember Destin, to place on the next city council meeting agenda a "Motion to Rescind" the council's previous action regarding Ordinance 25-19-CC, which authorizes the city to join the Florida Retirement System. The motion passed 6–1, with Councilmember Schmidt dissenting.

E. Business Tax Receipt - Fiscal Year 2026

The City Manager reported that at the previous meeting, the council requested an update on the number of currently registered Businenss Tax Receipts (BTR). The agenda report listed 953, but that number has since increased to 1,034. According to the Okaloosa County Property Appraiser's website, there are approximately 2,725 properties in the City of Destin listed as businesses. The city's new MGO software will allow monthly notifications to be automatically sent to any businesses not yet registered, reminding them of their delinquent status until they either comply or are removed from the database. The system can also generate letters in addition to email notices, and staff are exploring the possibility of using a county-style postcard with a QR code for easier payment.

However, Destin's fee structure is more complex than the county's since it includes multiple fee categories, which has made the transition between systems more challenging. Efforts are ongoing to ensure that re-registrations are properly categorized and billed, with improvements expected to be fully implemented for next year's renewals.

Staff noted that a flaw in the previous system allowed unregistered businesses to stop receiving renewal notices altogether, which contributed to the drop in compliance. The new approach aims to recapture those missed businesses and significantly increase registration numbers.

Council members asked how many BTRs were sold last year; staff estimated approximately 1,200. While the city is still below that level, progress is being made. It was also noted that the current system lacks a "renew" function, requiring all users to reapply as new. Staff acknowledged this glitch and confirmed it will be fixed in the next renewal cycle.

F. 446 Calhoun Proposal/Parking at Threadgill

The City Manager presented this item concerning the proposed purchase of property at 446 Calhoun Drive to create additional parking for Threadgill Park. He reported that the proposed purchase price is $400,000, with an estimated development cost between $400,000 and $600,000, depending on whether a gravel or paved surface is chosen. This brings the total project cost to approximately $800,000 to $900,000. The proposed lot could provide about 65 parking spaces, costing an estimated $13,000 to $15,000 per space when including both land acquisition and construction.

Staff also examined a nearby property at Calhoun and Hickory Streets that could potentially provide about 30 spaces, but it includes drainage systems and wetlands that would make development costly due to required mitigation and permitting. Therefore, staff believes 446 Calhoun is the more feasible option. Funding for the project would come from the city's parking fund, which is supported by parking revenues rather than general tax dollars.

Several council members raised questions about notifying nearby property owners of the potential purchase and rezoning, noting concerns about buying the property before public input. Staff clarified that no notifications are required before purchase, but at least four public hearings would be held later as part of the land-use and zoning change process. Council members agreed it would be prudent to notify neighbors sooner and to include this direction in the motion.

Other concerns included ensuring a Phase 1 environmental inspection, verifying whether zoning and land-use changes could be completed, and determining development feasibility within the 30-day due diligence period. Council members also requested clear timelines, environmental testing, and cost comparisons with other potential parking solutions before final approval.

Several council members emphasized the need for additional parking at Threadgill Park, citing frequent overflow into right-of-ways and sidewalks. It was noted that the site serves the community broadly and that volunteers have already offered to help with land clearing. Others suggested optimizing existing spaces first and ensuring public support before committing funds.

Councilmember Schmidt moved to authorize the City Manager to enter into a contract for the potential purchase of the subject property, with the following revisions and contingencies included in the contract:

- **The adjoining property owners shall be notified of the City's potential purchase of the property.**
- **The contract shall include a thirty-day feasibility period, during which the city may terminate the contract if the property is determined to be uunsuitable for development as a parking lot for any reason.**

- **Closing on the property shall be contingent upon a successful zoning change authorizing the intended use of the property as a parking lot.**
- **The contract shall include a provision for an environmental inspection, and the purchase shall be contingent upon the inspection results being favorable to the city.**
- **The total purchase price of the property shall not exceed the appraised value.**
- **The revised contract, incorporating all above contingencies, shall be brought back before the city council for final review and approval prior to execution.**

Councilmember Geile provided a second to the motion, which passed 6-1, with Councilmember Braden dissenting.

G. Joe's Bayou Update

The City Manager noted that the Joe's Bayou redesign and redevelopment project is progressing, with design plans now 90% complete. City staff and the DEP are coordinating on a pre-application meeting to begin the development order process. However, progress is currently slowed by delays in obtaining the required Army Corps of Engineers permit, which has been further impacted by the federal government shutdown. No timeline has been provided for when the permit may be issued. Additionally, some funding issues remain unresolved. As a result, significant progress on the project is not expected until at least 2026 or 2027.

In parallel, work continues on drafting an ordinance related to Joe's Bayou. The city had requested supporting data on the frequency and severity of safety or behavioral issues in the area, but the Sheriff's Office indicated they lack the capacity to collect that information. To address this, the city plans to engage local residents to submit photos and videos of unsafe or inappropriate activities via email, creating a database of evidence. Once sufficient documentation has been gathered, staff will use it to support the development of the ordinance and bring it back to council for consideration.

H. Operations Financial Report - Informational Only

I. Draft Minutes of Standing Boards & Committees - Informational Only

J. Announcements:

1) Leadership Academy & Council Visioning Session - Ms. Gunderson, who previously facilitated the city's Leadership Academy for employees, has agreed to lead next year's City Council Visioning Session. She will also conduct interviews with staff to gather feedback, as well as individual interviews with Council Members to hear their thoughts prior to the session, which is planned for January or February.

2) E-Bike Workshop - During the recent e-bike meeting in Niceville, participants agreed that a unified ordinance is needed. The City Manager of Niceville is currently developing an ordinance and will share it with other municipalities to ensure consistency in e-bike policies. The goal is to establish similar regulations across the county and all municipalities, supported by education and communication efforts.

3) Joe's Bayou Community Outreach - The public is encouraged to send photos, videos, questions, and concerns related to Joe's Bayou to publicinfo@cityofdestin.com. The city is partnering with radio stations, law enforcement, and newspapers, and utilizing the social media platforms to help spread the word.

4) A community yard sale will be held on Saturday, October 11, from 8:00 a.m. to 12:00 p.m. at the Destin Community Center.

5) All city facilities will be closed on Monday, October 13, in observance of the Columbus Day holiday.

6) The city's Annual Open House will take place on Wednesday, October 22nd, from 11:00 a.m. to 1:30 p.m. at the Destin Community Center. The event will feature music and food for the public to enjoy. Free paper shredding will also be available from 9:00 to 11:00 a.m. at City Hall, and from 11:00 a.m. to 1:00 p.m. at the Destin Community Center.

7) The City of Destin received the annual Friend of the Watershed Award from the Choctawhatchee Basin Alliance in recognition of its long-term commitment to improving local waterways.

5. PUBLIC HEARINGS

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden
B. Councilmember Trammell
C. Councilmember Bagby
E. Councilmember Hebert
1) Friday, December 26, 2025 (Day after Christmas)

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to authorize an additional paid time off for all city employees on Friday, December 26, 2025, the day following Christmas Day, passed 7-0.

F. Councilmember Geile
1) Projects Status/Updates
2) Appointment of member to the Harbor CRA Advisory Committee

Motion by Councilmember Geile, seconded by Councilmember Hebert, to remove Casey Jones from the Harbor CRA Advisory Committee, passed 7-0.

Motion by Councilmember Geile, seconded by Councilmember Hebert, to appoint Sheridan Gibson to the Harbor CRA Advisory Committee passed 7-0.

G. Councilmember Schmidt

Councilmember Schmidt requested that the topic, "Charter Review Committee" be placed under his name on the October 20th council meeting agenda.

H. Mayor Pro Tem Destin

Councilmember Destin made a motion directing city staff to reach out to the appropriate state agencies and express the City of Destin's support for the state's acquisition of the property adjacent to Noriego Point for conservation purposes. The motion further stated that the city looks forward to collaborating with whichever governmental entity assumes responsibility for the property's management and development, ensuring the land remains preserved and used for conservation rather than intensive development. Motion was seconded by Councilmember Trammell and passed 7-0.

Councilmember Destin moved to direct the City Manager and the City Attorney to contact the group of residents from Crystal Beach who attended the council meeting to discuss the limitations the city faces due to state preemption on regulating short-term rentals and to explore possible alternative actions the city may take that would not conflict with state law; and to designate Councilmember Bagby as the council liaison for this contact. Councilmember Trammel provided a second to the motion, which passed 7-0.

K. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:55 PM.

_____

Dewey Destin, Mayor Pro Tem

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-1348

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: November 12, 2025

SUBJECT: Public Service Announcement re Citizen and Business Coordination wIth OCSO Real-Time Crime Center

I. BACKGROUND: On Wednesday, April 9, 2025, Deputy Pierce with the Okaloosa County Sheriff's Office provided information to the advisory committee on the crime within the Harbor CRA, as well as information regarding the existing real-time crime center program.

II. DISCUSSION: The real-time crime center program is an existing program that allows integration of citizen and business cameras with law enforcement systems. If integrated, the cameras are monitored by crime analysts and could be used to provide real-time information to field officers, including bodycam assistance.

Following the briefing, Chairman Stephens recommended that City Council receive information from OCSO and provide public awareness regarding the opportunity to integrate property owner business cameras with the OCSO real-time camera system. This motion was seconded by committee member Tadlock, and passed unanimously.

The approved minutes from the April HCRA-AC meeting have also been provided as an attachment, for additional context.

A. Link to Strategic Goals / Objectives: I. Financially sound City providing service excellence.
II. Enhanced quality of life and safety for families.
IV. Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: There currently exists a program ran by the Okaloosa County Sheriff's Office called the real-time crime center, which allows voluntary integration of citizen and business cameras with law enforcement systems to provide real-time information to field officers.

IV. RECOMMENDED MOTION: I move the council direct the city manager to have a public service announcement created and published on social media and the city website informing the public of the opportunity for citizens and local businesses to partner with the OCSO's real-time crime data center.

Attachments:

1. 4-9-25 - hcraac

MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
APRIL 9, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER:

The Harbor Community Redevelopment Agency Advisory Committee meeting was called to order by Chairman Stephens in the Destin City Hall Annex Council Chambers at 5:30 p.m., on April 9, 2025, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present	Members Absent	Staff Present
John Stephens	Casey Jones	Kim Montgomery Deputy City Clerk
Jim Green		Daniel Butler Principal Planner
Guy Tadlock		Jesse Hernandez
Lance Johnson		Kim Kopp City Attorney
Jay Howard		

3. AGENDA APPROVAL:

Motion by Chairman Stephens to amend the agenda to move the Okaloosa County Crime Report up after the minute's approval, so that Deputy Pierce won't have to attend the entire meeting. Committee member Tadlock provided the second, the motion passed 5-0.

4. MINUTES FOR APPROVAL: March 12, 2025 Minutes

Motion by Committee member Johnson, seconded by Chairman Stephens to approve the minutes of the March 12, 2025, meeting as written, the motion passed with a 5-0 vote.

5. OCSO Crime Report – Deputy Pierce

- Deputy Pierce provided a report on local crime statistics explaining that the data is limited due to their transition to a new system:

  - Criminal mischief: 3 incidents.
  - Noise complaints: 4 (noted improvement during spring break).
  - Fraud: 3 (mainly involving Bitcoin scams).
  - Suspicious activity: 4 incidents, often around Mountain Drive.
  - Bicycle thefts: Rising issue, particularly involving e-bikes.

- **E-bike Safety Discussion:**

  - E-bikes currently do not require tags or license.
  - They have serial numbers, but few owners record them, making theft recovery difficult.

- Owners should keep records of their eBikes serial numbers and receipts so that if they're recovered or found in pawn shops, they have proof of their ownership.

❖ City & Flock Camera Integration

➢ Existing System and Capabilities:
- Discussed program allowing integration of citizen and business cameras with law enforcement systems.
- Deputy Pierce confirmed:
- The program exists and is active.
- Managed by an OCSO investigator who handles integration logistics.
- Any citizen or business with a compatible camera system can voluntarily link it to the Sheriff's Office system.
- Connected cameras feed into the Real-Time Crime Center, which:
- Manned 24/7 by crime analysts.
- Monitors both law enforcement and public-linked camera feeds.
- Provides real-time information to field officers, including bodycam assistance.
- City-owned Flock cameras are planned to be tied into the system.
- It's unclear whether other city facility cameras are currently integrated.
- Staff committed to following up on which city-owned cameras are connected.

➢ **Public Awareness and Council Engagement:**
- It was noted that many members of the public are unaware of this opportunity to integrate.
- Suggested actions to raise more public awareness.
- Public input at a council meeting.
  - Key message for public: The Sheriff's Office can access voluntarily shared cameras, which aids crime prevention and case resolution.

➢ System Requirements & Participation:
- Participation is entirely voluntary.
- Requirements for camera integration:
  - Cameras must be Wi-Fi-enabled.
  - Property owners coordinate with the Sheriff's Office for system access setup.
- Some businesses already have multiple cameras (there are 14 located at Luther's Pontoon Rentals per Chairman Stephens).
- Hotels and other facilities (e.g., Emerald Grande) are currently upgrading camera systems.
- Joe's Bayou has existing cameras; Royal Melvin Park is scheduled for installation in the future.
- Suggested expanding coverage:
  - All city parks due to bike thefts, loitering, and general safety.
  - Boardwalk areas using existing light poles and easements.

- The City attorney noted easement conditions would need to be checked, but installation may be feasible.

- Frequency/spacing required for effective coverage.
- Suggested contacting the Emerald Grande IT/security staff for technical insights.
- Mentioned success story where camera footage helped recover a stolen purse, demonstrating the value of integrated systems.

❖ Follow-up tasks include:

- Sharing contact information for Sergeant Grondin with interested parties.
- Exploring boardwalk camera placement strategy via easement review and work plan development.
- Further coordination with property owners and IT professionals for implementation.
- Create a work plan item for continued updates and improvements to the project.

Chairman Stephens recommended that City Council receive information from OCSO and provide public awareness regarding the opportunity to integrate property owner business cameras with the OCSO real-time camera system, with Committee member Tadlock providing the second. In discussion, Committee member Tadlock questioned of the City parking lot had cameras. According to Chairman Stephens, he believes there are cameras at Joe's Bayou and soon to be at Capt. Royal Melvin Park**. With no further discussion, the motion passed**

6. CURRENT BUSINESS:

➢ **Development and City Projects Update**

- The Capt. Royal Melvin Heritage Park sidewalk will stay as built since this was a Federally approved and funded project by Treasury funds.
  - Staff is working with adjacent property owner to try to acquire an ADA parking space.
- The Development Order for the Cross Town Connector and the rezoning and replatting was approved by the City Council and should be going out for bid in the near future.
- Clement Taylor Park Renovations is still waiting for the funding to be released by the Treasury, the contractor has been selected, and the permits have been pulled, just the funding is what is holding up the project.

7. COMMITTEE MEMBER COMMENTS:

➢ **Chairman Stephens –** Spoke of his work plan item he will be bringing to their next meeting for the installation of a breakwater snorkeling area in the swimming area at Clement

Taylor Park. This would be an area for amateur swimmers and those that want to snorkel but don't have the experience in the Gulf at the reefs or at the jetties. He also asked staff to provide the committee with preliminary plans for the boardwalk under the bridge extension.

- **Committee member Johnson –** Spoke of the importance to have all of the north side of the Harbor District utilities placed underground instead of continuing east to the County line, including the Town Center District, even though that is not in their purview. Pointing out how these areas of the city could potentially be devastated from a hurricane, and he would like this committee to make that recommendation to the City Council. He also strongly encouraged staff to try and get the Treasury to release the funds for the Clement Taylor Park renovations.

Motion by Committee member Johnson, seconded by Committee member Howard to recommend the City Council consider keeping the north section of both the Harbor District and the Town Center as a priority for the undergrounding of utilities project as a priority, instead of continuing east. The motion passed with a unanimous vote of 4-0.

- **Committee member Tadlock –** Questioned staff about the status of the study for the Stahlman Avenue intersection. According to Mr. Butler, the engineering firm Baskerville Donovan the PD&E study is still under way.

8. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:20 PM.

Adopted and approved this _____ day of _____ 2025.

_____ _____

John Stephens, Chairman Kim Montgomery, Deputy City Clerk

ITEM # 2025-1349

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: November 12, 2025

SUBJECT: Harbor CRA Advisory Committee Recommendation for Underground Phasing

I. BACKGROUND: Utility Consultants of Florida (UCOF) has previously prepared a utility undergrounding approach for the City that identified seven zones, which was approved by City Council. Each zone is estimated to cost $14M to $18M to complete. The zones do not have to be done in any particular order.

At the regularly scheduled City Council meeting on Monday, March 3, 2025, Utility Consultants of Florida gave a presentation to update Council on the Undergrounding Project, as well as to discuss Phase 2, which is currently the Highway 98 corridor, from Airport Road continuing east to Matthew Boulevard.

Councilmember Bagby moved to maintain the phases in numerical sequence as presented, which was seconded by Councilmember Hebert and passed with a vote of 6-1.

II. DISCUSSION: At the regularly scheduled Harbor CRA Advisory Committee (HCRA-AC) meeting on Wednesday, April 9, 2025, advisory committee member Johnson made a motion that the HCRA-AC recommend the City Council consider making the north section of the Harbor CRA Phase 2 for the Undergrounding, rather than continuing east. Committee member Johnson cited the potential destruction that a hurricane could cause in this area for the motion. The motion was then seconded by committee member Howard and passed unanimously 4-0.

The approved Utility Undergrounding Phasing Map, as well as the minutes from the April HCRA-AC meeting, have been provided for additional context.

A. Link to Strategic Goals / Objectives: I. Financially sound City providing service excellence.

II. Enhanced quality of life and safety for families.
IV. Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): This project has already been budgeted by the City.

C. Level of Service (LOS): This project does not have any effect on the City's level of service.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: There currently exists an approved phasing plan for the Utility Undergrounding project, which has Phase 2 running along the Highway 98 corridor, from Airport Road continuing east to Matthew Boulevard. At the April 2025 HCRA-AC meeting, the advisory committee unanimously voted to recommend the City Council consider making the north section of the Harbor CRA Phase 2 for the Undergrounding, rather than continuing East.

This motion, if approved by Council, would essentially switch the approved Phase 2 of the Utility Undergrounding with Phase 4 (or a portion thereof).

IV. RECOMMENDED MOTION: There is no recommended motion from staff at this time. City Council may either elect to keep the Utility Underground phasing as previously approved by City Council, or they may make the revisions to the phasing provided by the Harbor CRA Advisory Committee.

Attachments:

1. mar3 action agenda
2. 4-9-25 - hcraac
3. Phasing Map for Undergrounding

ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 3, 2025
ANNEX COUNCIL CHAMBERS

AGENDA APPROVAL

- **Consent Agenda item 3A and 3H pulled for further discussion.**
- **Councilmember Trammell requests that the nomination of applicants to the Parks and Rec and Town Center CRA committees be listed under her name on the agenda**

Motion by Councilmember Hebert, seconded by Councilmember Trammell to approve the agenda, as amended, passed 7-0.

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. National Flood Awareness Week - March 3-9, 2025

Mayor Wagner read the Proclamation designating Monday, March 3rd through Sunday, March 9th as *Flood Awareness Week* in the City of Destin, and then presented it to the city's Public Works Director.

B. Spring Break Preparations: Brief Overview by Captain Jason Fulghum, Okaloosa County Sheriff's Office

Captain Fulghum of the Okaloosa County Sheriff's Office gave a summary of their preparations for spring break.

C. FY 2024 Annual Audit and Financial Statements

Mr. Wade Sansbury of Mauldin & Jenkins, CPAs presented the independent auditor's financial report for the fiscal year ending September 30, 2024.

Councilmember Bagby moved to accept the 2024 Annual Audit and Financial Statements for the City of Destin and for the City of Destin Community Redevelopment Agency, seconded by Councilmember Trammell. Motion passed 7-0.

2. **PUBLIC COMMENTS**
3. **CONSENT AGENDA**
   - A. Resolution 25-05 - Gulf of America
   - B. Destin Little League Annual Opening Day Parade
   - C. SUN Trail Grant Agreement for Crosstown Connector Multiuse Pathway Design
   - D. Atkins Amendment 6 - Crosstown SUN Trail Design
   - E. RFB 25-04-REC Batting Cage at MSC
   - F. RFB 25-03-REC Buck Destin Park Restroom
   - G. RFQ 24-12-CD-Professional Planning and Grant Consulting Services Continuing Services Contracts
   - H. Henderson Beach Resort SUB-001479-2024 –Lot 7 Replat – Final Plat Approval
   - I. Approval of minutes of February 18, 2025 Council Executive Session
   - J. Approval of minutes of February 3, 2025 Regular City Council Meeting

Consent Agenda items 3A and 3H were pulled for further discussion.

Motion by Councilmember Hebert, seconded by Councilmember Geile to approve Consent Agenda items 3B through 3G, 3I, and 3J passed 7-0.

Consent Agenda 3A:

Councilmember Hebert moved to approve Resolution 25-05, seconded by Councilmember Trammell.

Councilmember Destin proposed a substitute motion to postpone this item until guidance is received from the federal government on the next steps to take. Motion died for lack of a second.

Councilmember Bagby offered a substitute motion to amend the language in the resolution so that it explicitly reflects that any references in their governing documents to the 'Gulf of Mexico' shall be interpreted as also referring to the 'Gulf of America' or similar wording to that effect, ensuring clarity and consistency in their official records. Councilmember Trammell provided a second to the motion, which passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no").

Consent Agenda 3H:

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve Consent Agenda item 3H, as presented, passed 7-0.

4. CITY MANAGER REPORTS

A. Undergrounding Update and Phase 2 – Discussion

Councilmember Bagby moved to maintain the phases in the numerical sequence as presented; seconded by Councilmember Hebert. Motion passed 6-1, with Councilmember Braden dissenting.

B. Gator Dredging Request for Release of Bid

Councilmember Trammell moved to release Gator Dredging from their bid proposal for RFB 24-13-PW Old Pass Lagoon Navigational Channel Dredging Project; seconded by Councilmember Hebert. Motion passed 7-0.

C. Appropriations Prioritization

Councilmember Schmidt moved to prioritize the projects as follows:

#1 – Recreation Project – Clement Taylor Park Renovation
#2 – Stormwater Infrastructure Project - Mattie Kelly Outfall
#3 – Capacity Project – Crosstown Connector
#4 – Pedestrian Underpass – Near Stahlman/98 Intersection

Councilmember Hebert provided a second to the motion.

Councilmember Bagby proposed a substitute motion to prioritize the projects in their current listed order, as recommended by the City of Destin's hired lobbyist, as follows:

#1 – Capacity Project – Crosstown Connector
#2 – Stormwater Infrastructure Project - Mattie Kelly Outfall
#3 – Pedestrian Underpass – Near Stahlman/98 Intersection
#4 – Recreation Project – Clement Taylor Park Renovation

Councilmember Trammell provided a second to the substitute motion. Motion passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no).

D. Crystal Beach Plans

Councilmember Bagby requests staff to bring back two proposed parking plans – one with a reduction of four parking spaces and another with as reduction of two – after consulting with the county. These revised plans would be presented to the council no later than the first meeting in April for their consideration.

Councilmember Schmidt made a motion to require that any plans brought back for consideration must fully comply with the City of Destin's current code, with no variances required; seconded by Councilmember Hebert. Motion passed 5-2 (Council members Schmidt, Geile, Hebert, Trammell, and Braden voted "yes"; Council members Bagby and Destin voted "no"),

Councilmember Hebert moved to reconsider the vote on the previous motion made by Councilmember Schmidt; seconded by Councilmember Trammell. Motion to reconsider passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no).

Revote on Councilmember Schmidt's motion that was seconded by Councilmember Hebert:

Motion to require that any plans brought back for consideration must fully comply with the City of Destin's current code, with no variances required.

Motion failed 3-4 (Council members Schmidt, Geile, and Braden voted "yes"; Council members Hebert, Bagby, Destin, and Trammell voted "no").

Councilmember Bagby moved to direct staff to work with the county and bring back two revised plans – one with a four-space reduction and another with a two-space reduction – for the council's consideration: seconded by Councilmember Hebert. Motion passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no).

E. TDC FY26 Expenditure Plans for the Promotion of Tourism

Councilmember Schmidt moved to authorize the City Manager to sign and submit the expenditure plans for Beach and Boardwalk operations, the Advanced Funding Agreement annual payment, and to allocate an additional $300,000 to the Pickleball Finance fund and $300,000 to the Morgan Sports Complex Fieldhouse restroom project, seconded by Councilmember Hebert. Motion passed 7-0.

F. Community Center Exterior Building Envelope Inspection
G. Park Master Plan - Agreement and Work Authorization

Councilmember Schmidt moved to approve the agreement and work authorization #1 with Perez Planning and Design LLC for RFP 24-03-REC Parks and Recreation Master Plan and direct the City Manager to execute both documents, seconded by Councilmember Trammell. Motion passed 7-0.

H. Draft Minutes of Standing Boards & Committees - Informational Only

I. Announcements

1) It has been noted that three council members will be unable to attend the March 17th meetings, which include an Executive Session, a CRA Board Meeting, and a Regular Council Meeting. If one additional member is unable to attend, a quorum will not be met for any of these sessions. Any council members uncertain about their availability are asked to inform staff as soon as possible so that appropriate announcements can be made.

2) During the recent visioning session, the Town Center Master Plan was discussed. Staff has followed up with SRS, and they have confirmed that the master plan package, including all narratives, will be sent during the week of March 10th. The council will receive this information as soon as it is available.

3) The Destin Fishing Hall of Fame induction ceremony will take place on Friday at 10:00 a.m. at the Community Center. This year's inductees are:

    A. William Frank Davis Sr.
    B. H.F. "Chubby" Destin
    C. Buddy Gentry
    D. Cecil Leonard Woodward

4) A Public Works & Public Safety Meeting will be held on March 11th at 5:30 p.m. at the Annex. Among the topics for discussion will be e-bikes, a subject of recent public interest. Residents are encouraged to attend.

5) At the upcoming March 17th City Council Meeting, representatives from Kimley-Horn, will present on Intelligent Intersections and Intelligent Transportation Systems.

6) Prior to the City Council meeting on March 17th, a CRA Board Meeting will be held at 5:30 p.m.

7) A Spring Break Camp for children ages 5 to 12 will be offered at the Destin Community Center from March 17th to March 21st. The camp will feature various activities, including water park visits, recreation, and arts and crafts.

    - Cost: $150 for Destin residents | $180 for non-residents
    - Hours: 9:00 a.m. – 5:00 p.m.
    - Pre-registration is required.

8) As requested by the Council, staff has gathered information on the previous utility box wraps project. The cost for these wraps ranged from $1,000 to $1,632, depending on the size of the box. The designs were customizable, but per City signage regulations, they must remain decorative only, with no text or symbols. The quoted prices include printing, fabrication, and installation.

5. PUBLIC HEARINGS

A. First Reading Ordinance 24-05-CN - Abandonment of a segment of environmental preservation area in Pine Ridge Trace Subdivision.

Councilmember Braden moved to approve Ordinance 24-05-CN on first reading and advertise it for second reading; seconded by Councilmember Bagby. Motion passed 5-0. Council members Destin and Herbert abstained from voting.

B. First Reading Ordinance 24-16-CN - Abandonment of the Environmental Preservation area in Pine Ridge Trace Subdivision

Councilmember Trammell moved to approve Ordinance 24-16-CN on first reading and advertise it for second reading; seconded by Councilmember Bagby. Motion passed 5-0. Council members Destin and Herbert abstained from voting.

C. This is the second public workshop concerning the adoption of the City of Destin's new Mobility Fees based on the Mobility Fee Study consistent with sections 163.3180 and 163.31801, Florida Statutes. City Council will discuss and consider all public input at this workshop, which is the second workshop dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitation set forth in Florida Statutes.

D. Second reading of Ordinance 24-23-CC - Requiring short-term rental registrations at multi-family units, including condominium units, within the City of Destin; providing for authority; providing for findings of fact; distinguishing between short-term rental registrations for single-family homes and short-term rental registrations for multi-family units; renaming Article VI of Chapter 13 "Registration of short-term rentals (single family) but making no other amendments to the regulations for short-term rentals for single-family homes; creating Article VI(a) of Chapter 13, "Registration of short-term rentals (multi-family); requiring an application for such registration and authorizing registration fees for short-term rentals at multi-family units; requiring a local responsible party for short-term rentals at multi-family units.

Motion to adopt Ordinance 24-23-CC on second reading passed 7-0.

E. Second Reading/Motion to Rescind Approval on First Reading of Ordinance 25-01-CC requiring short term rental registrations for rentals of commercial lodging units (including but not limited to hotels, motels, bed and breakfasts, condotels, and similar facilities) within the City of Destin; providing for authority; providing for findings of fact; providing for definitions; distinguishing between short-term rental registrations for residential units and registrations for commercial lodging units; creating article vi(b) of Chapter 13, "registration of short-term rentals (commercial); requiring an application for such registration and authorizing registration fees for short-term rentals at commercial lodging units; requiring a local responsible party for short-term rentals at commercial lodging units.

Motion to rescind approval on first reading of Ordinance 25-01-CC passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted "yes"; Council members Schmidt, Geile, and Braden voted "no).

F. Matt Taylor of AtkinsRealis, on behalf of the City of Destin, is requesting approval of a Major Development Order application (DEV-001449-2024) & a Major Subdivision (SUB-001448-2024) application. This project includes the subdivision of the parcels herein to establish City Right-of-Way (ROW) and associated recreationally zoned parcels, as well as construction of a road connecting Legion Drive to Azalea & Benning Drive, and the associated site infrastructure. The subject project is located at 700 Legion Drive, 215-217 Beach Drive, 209 Beach Drive, 601-611 Sandalwood Drive, and unaddressed parcel fronting Benning Drive (Parcel IDs: 00-2S-22-2335-0000-0130, 00-2S-22-3083-000B-0180, 00-2S-22-3083-000B-0170, 00-2S-22-0000-0009-0000, 00-2S-22-2167-0000-0300, 00-2S-22-2167-0000-0310, 00-2S-22-2167-0000-0280, 00-2S-22-2167-0000-0320, 00-2S-22-2167-0000-029A, 00-2S-22-2167-0000-0330, 00-2S-22-2167-0000-0270, 00-2S-22-2167-0000-0340, 00-2S-22-2167-0000-0260, 00-2S-22-2167-0000-0250, & 00-2S-22-5555-0000-0020).

Councilmember Bagby moved to approve Destin Crosstown Connector, a Major Development Order and Major Subdivision, as presented; seconded by Councilmember Hebert. Motion passed 7-0.

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, AND CITY ATTORNEY

A. Councilmember Braden

B. Councilmember Trammell

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to appoint Preston Green to the Town Center CRA Advisory Committee passed 7-0.

Motion by Councilmember Geile, seconded by Councilmember Trammell, to appoint Jan McGraw to the Parks & Recreation Committee passed 7-0.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to appoint Jessica Jullian to the Parks & Recreation Committee passed 7-0.

C. Councilmember Destin

<u>Snapper Drive Drainage Project</u>:

- **Acknowledged the need to address Mr. Dulles' flooding issue.**
- **Recommended revisiting the original 2017 drainage plan instead of using neighboring properties for water retention.**
- **Urged Public Works and the City Manager to find a solution that satisfies all affected property owners.**

D. Councilmember Bagby

Reported multiple complaints from residents about Live Oak Fiber damaging irrigation systems and other utilities during installation. Requested a review of the city's lease agreement with Live Oak Fiber to determine potential remedies for affected homeowners. Would like to include this topic on the next agenda.

E. Councilmember Hebert

Noted an impending heavy rainstorm and requested immediate action to protect Mr. Dulles' property. Asked Public Works to deliver and remove sandbags to prevent flooding of his driveway.

F. Councilmember Geile
1) Projects Status/Updates

Supported Councilmember Bagby's request to review Live Oak Fiber's lease agreement. Requested the review include other contractors engaged in similar work as multiple companies may be responsible for infrastructure damage.

G. Councilmember Schmidt

Requested that Ordinance 05-04-LC regarding Mobile Vending be added to the April meeting agenda.

H. Mayor Wagner

Requested an agenda item for the next meeting on implementing a Mobility on Demand program.

I. City Attorney - Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of the City Council in the case of Jeffrey Zurick v. Destin Apartments, LLC and City of Destin, FL, 2023 CA 000779 (Okaloosa County, Florida 2023) and as such, is calling for an Executive Session to be held in the City Council Chambers at the Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541, on March 17, 2025 at 5:00 pm Central. Present at the Executive Session will be a court reporter, Mayor Bobby Wagner; all City Council Members; Larry Jones, City Manager; Litigation Attorney for the City of Destin, Erik Krebs; and the City Attorney Kimberly Romano Kopp.

7. PUBLIC COMMENTS

ADJOURN: **10:35 PM**

MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
APRIL 9, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER:

The Harbor Community Redevelopment Agency Advisory Committee meeting was called to order by Chairman Stephens in the Destin City Hall Annex Council Chambers at 5:30 p.m., on April 9, 2025, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present	Members Absent	Staff Present
John Stephens	Casey Jones	Kim Montgomery Deputy City Clerk
Jim Green		Daniel Butler Principal Planner
Guy Tadlock		Jesse Hernandez
Lance Johnson		Kim Kopp City Attorney
Jay Howard		

3. AGENDA APPROVAL:

Motion by Chairman Stephens to amend the agenda to move the Okaloosa County Crime Report up after the minute's approval, so that Deputy Pierce won't have to attend the entire meeting. Committee member Tadlock provided the second, the motion passed 5-0.

4. MINUTES FOR APPROVAL: March 12, 2025 Minutes

Motion by Committee member Johnson, seconded by Chairman Stephens to approve the minutes of the March 12, 2025, meeting as written, the motion passed with a 5-0 vote.

5. OCSO Crime Report – Deputy Pierce

- Deputy Pierce provided a report on local crime statistics explaining that the data is limited due to their transition to a new system:

  - Criminal mischief: 3 incidents.
  - Noise complaints: 4 (noted improvement during spring break).
  - Fraud: 3 (mainly involving Bitcoin scams).
  - Suspicious activity: 4 incidents, often around Mountain Drive.
  - Bicycle thefts: Rising issue, particularly involving e-bikes.

- **E-bike Safety Discussion:**

  - E-bikes currently do not require tags or license.
  - They have serial numbers, but few owners record them, making theft recovery difficult.

- Owners should keep records of their eBikes serial numbers and receipts so that if they're recovered or found in pawn shops, they have proof of their ownership.

❖ City & Flock Camera Integration

➢ Existing System and Capabilities:
- Discussed program allowing integration of citizen and business cameras with law enforcement systems.
- Deputy Pierce confirmed:
- The program exists and is active.
- Managed by an OCSO investigator who handles integration logistics.
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- Provides real-time information to field officers, including bodycam assistance.
- City-owned Flock cameras are planned to be tied into the system.
- It's unclear whether other city facility cameras are currently integrated.
- Staff committed to following up on which city-owned cameras are connected.

➢ **Public Awareness and Council Engagement:**
- It was noted that many members of the public are unaware of this opportunity to integrate.
- Suggested actions to raise more public awareness.
- Public input at a council meeting.
  - Key message for public: The Sheriff's Office can access voluntarily shared cameras, which aids crime prevention and case resolution.

➢ System Requirements & Participation:
- Participation is entirely voluntary.
- Requirements for camera integration:
  - Cameras must be Wi-Fi-enabled.
  - Property owners coordinate with the Sheriff's Office for system access setup.
- Some businesses already have multiple cameras (there are 14 located at Luther's Pontoon Rentals per Chairman Stephens).
- Hotels and other facilities (e.g., Emerald Grande) are currently upgrading camera systems.
- Joe's Bayou has existing cameras; Royal Melvin Park is scheduled for installation in the future.
- Suggested expanding coverage:
  - All city parks due to bike thefts, loitering, and general safety.
  - Boardwalk areas using existing light poles and easements.

- The City attorney noted easement conditions would need to be checked, but installation may be feasible.

- Frequency/spacing required for effective coverage.
- Suggested contacting the Emerald Grande IT/security staff for technical insights.
- Mentioned success story where camera footage helped recover a stolen purse, demonstrating the value of integrated systems.

❖ Follow-up tasks include:

- Sharing contact information for Sergeant Grondin with interested parties.
- Exploring boardwalk camera placement strategy via easement review and work plan development.
- Further coordination with property owners and IT professionals for implementation.
- Create a work plan item for continued updates and improvements to the project.

Chairman Stephens recommended that City Council receive information from OCSO and provide public awareness regarding the opportunity to integrate property owner business cameras with the OCSO real-time camera system, with Committee member Tadlock providing the second. In discussion, Committee member Tadlock questioned of the City parking lot had cameras. According to Chairman Stephens, he believes there are cameras at Joe's Bayou and soon to be at Capt. Royal Melvin Park**. With no further discussion, the motion passed**

6. CURRENT BUSINESS:

➢ **Development and City Projects Update**

- The Capt. Royal Melvin Heritage Park sidewalk will stay as built since this was a Federally approved and funded project by Treasury funds.
  - Staff is working with adjacent property owner to try to acquire an ADA parking space.
- The Development Order for the Cross Town Connector and the rezoning and replatting was approved by the City Council and should be going out for bid in the near future.
- Clement Taylor Park Renovations is still waiting for the funding to be released by the Treasury, the contractor has been selected, and the permits have been pulled, just the funding is what is holding up the project.

7. COMMITTEE MEMBER COMMENTS:

➢ **Chairman Stephens –** Spoke of his work plan item he will be bringing to their next meeting for the installation of a breakwater snorkeling area in the swimming area at Clement

Taylor Park. This would be an area for amateur swimmers and those that want to snorkel but don't have the experience in the Gulf at the reefs or at the jetties. He also asked staff to provide the committee with preliminary plans for the boardwalk under the bridge extension.

- **Committee member Johnson –** Spoke of the importance to have all of the north side of the Harbor District utilities placed underground instead of continuing east to the County line, including the Town Center District, even though that is not in their purview. Pointing out how these areas of the city could potentially be devastated from a hurricane, and he would like this committee to make that recommendation to the City Council. He also strongly encouraged staff to try and get the Treasury to release the funds for the Clement Taylor Park renovations.

Motion by Committee member Johnson, seconded by Committee member Howard to recommend the City Council consider keeping the north section of both the Harbor District and the Town Center as a priority for the undergrounding of utilities project as a priority, instead of continuing east. The motion passed with a unanimous vote of 4-0.

- **Committee member Tadlock –** Questioned staff about the status of the study for the Stahlman Avenue intersection. According to Mr. Butler, the engineering firm Baskerville Donovan the PD&E study is still under way.

8. ADJOURNMENT:

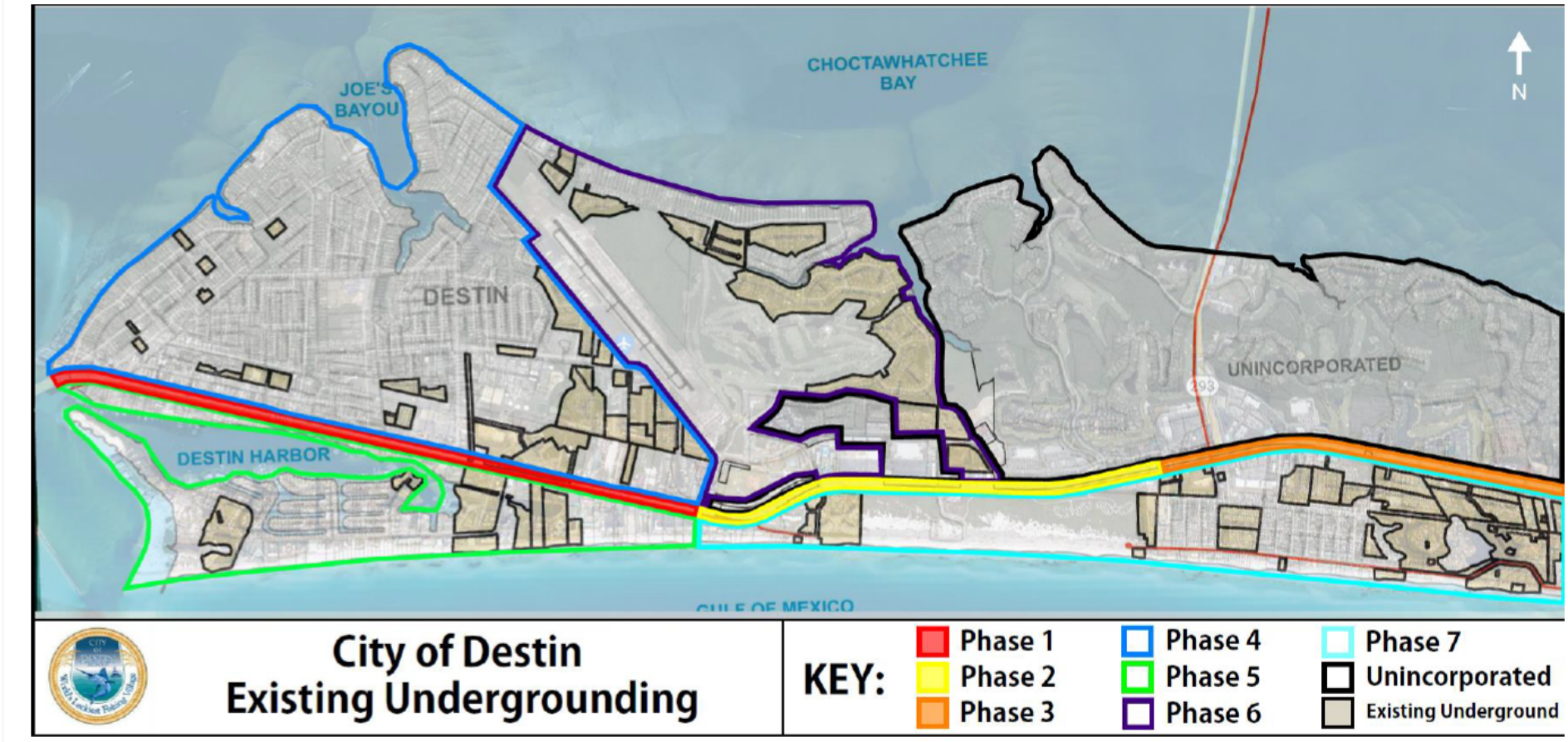
Having no further business at this time, the meeting was adjourned at 6:20 PM.

Adopted and approved this _____ day of _____ 2025.

_____ _____

John Stephens, Chairman Kim Montgomery, Deputy City Clerk

Last updated October 2023



ITEM # 2025-1305

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 11/06/2025

SUBJECT: RFB 25-11-PW, Debris Monitoring Continuing Services, consideration of contract awards

I. BACKGROUND: The City of Destin issued Request for Proposals (RFP 25-11-PW) seeking qualified firms to provide Disaster Debris Monitoring Services in support of post-disaster recovery operations.

The selected contractor(s) will provide monitoring of debris removal, temporary debris management site operations, truck certifications, and FEMA compliant documentation to ensure proper reimbursement under the Public Assistance Program.
The contract (3-year with two possible 1-year extensions) is a pre-event, as-needed agreement activated in the event of a natural or man-made disaster requiring debris clearance and disposal.

Five firms submitted proposals:

- Debris Tech, LLC
- Rostan Solutions, LLC
- SDVO Monitoring Services, LLC
- Tetra Tech, Inc.
- Volkert, Inc.

All five proposals were determined responsive and complete, including the required Exhibits A–P, addenda acknowledgments, and insurance/bonding certificates.

II. DISCUSSION: Proposals were evaluated by the Bid Committee using the following criteria identified in the RFP:

- Qualifications & Experience
- Operational Plan
- Past Performance/References
- Resources & Availability
- Price Proposal for Specific Team Member Roles

Once the scoring was tabulated, Volkert received the highest score and Tetra Tech the second highest. It is the recommendation of the Bid Committee that these two firms be awarded contracts with Volkert as the primary and TetraTech as the secondary.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): This is an as-needed, pre-event contract with no immediate fiscal impact. Costs are incurred only upon activation following a disaster event and are eligible for FEMA and State reimbursement under the Public Assistance Program (Category A – Debris Removal).
Unit rates are established in each firm's fee schedule and will be applied per task order or activation authorization.

C. Level of Service (LOS): Awarding contracts to two qualified debris monitoring firms ensures:

- Rapid mobilization and continuous coverage during disasters.
- Redundancy if one contractor is unavailable or over-committed.
- Compliance with FEMA documentation and audit requirements.
- Timely and accurate reporting to support full reimbursement.

This dual-award strategy strengthens the City's resilience and readiness for debris operations without increasing cost.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: The evaluation committee determined that both Volkert, Inc. and Tetra Tech, Inc. are highly qualified, responsive, and capable of providing the required services.

Awarding to two firms provides operational flexibility and ensures coverage for all disaster scenarios while meeting all FEMA and State procurement standards.

The contracts with these firms are subject to Council approval and will come back to Council for review prior to execution.

IV. RECOMMENDED MOTION:

I move to award RFP 25-11-PW, Disaster Debris Monitoring Services to Volkert, Inc., as the

primary contractor and Tetra Tech Inc., as the secondary/backup contractor, subject to successfully negotiating contracts with these firms.

Attachments:

1. RFP 25-11-PW, Disaster Debris Monitoring Services docs
2. Debris Tech, LLC_OCR
3. Rostan Solutions_OCR
4. SDVO Monitoring Svcs., LLC_OCR
5. Tetra Tech RFP 25-11-PW Tetra Tech 10.2.25_OCR
6. Volkert_OCR
7. Scoresheet Summary

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

RFP Release Date:	August 21, 2025
Non-Mandatory Pre-Conference:	September 4, 2025 at 11am CT
Written Questions Due:	September 11, 2025
Response to Questions:	September 18, 2025
Proposals Due:	September 25, 2025 at 2pm CT

City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for Disaster Debris Monitoring Continuing Services Contract for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to Disaster Debris Monitoring Services for post-disaster work to include providing all tools, machines, equipment, labor, materials and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB 25-11-PW, DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder**, no later than **2:00 p.m. CT, on Thursday, *September 25, 2025*,** at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[ ]
Letter of Interest	[ ]
RFB 25-11-PW (copy)	[ ]
Qualification and Experience Narrative (no more than 12 pages)	[ ]
Exhibit A – Certification of Authority (Corporate or Individual)	[ ]
Exhibit B – Proposer's Statement of Organization	[ ]
Exhibit C – Client References	[ ]
Exhibit D – Single Execution Affidavits	[ ]
Exhibit E – Independence Affidavit	[ ]
Exhibit F – Non-Collusion Affidavit	[ ]
Exhibit G – Drug Free Workplace	[ ]
Exhibit H – Certification of Accuracy of Proposal	[ ]
Exhibit I – Scrutinized Company Form	[ ]
Exhibit J – Public Entity Crimes Form	[ ]
Exhibit K – Dispute Disclosure	[ ]
Exhibit L – List of Sub-Contractors	[ ]
Exhibit M – E-Verify Affidavit	[ ]
Exhibit N – Proposer's Fee Schedule	[ ]
Exhibit O – Certification Regarding Lobbying	[ ]
Exhibit P – Super Circular Law and Appendices	[ ]
Proof of Workman's Compensation Insurance Documents	[ ]
Proof of Required Liability Insurance	[ ]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[ ]
Copy of State License (if required for job)	[ ]
Copy of City License (if business office is in Destin)	[ ]
Other documents as requested	[ ]

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The City of Destin (the "City"), a municipality located in Okaloosa County, Florida, hereby requests proposals from qualified firms as further defined in Section 2 of this request for proposals ("Services") to provide Disaster Debris Monitoring Services in accord with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). The City shall enter into a contractual agreement with the selected contractor and by submitting a response to this proposal a proposer agrees to be the contractor if awarded. The information in this RFP will be used by the City to make its determination. The City intends to award a contract to the selected Contractor(s) for the Services provided in this RFP. Service shall be in full accordance with the specifications, terms and conditions contained in this Request for Proposal (RFP).

1.2 INTRODUCTION/BACKGROUND

The City of Destin (the "City") is the home to approximately 14,000 full-time residents residing on 7.5 square miles in Okaloosa County. Known as "The World's Luckiest Fishing Village," Destin is renowned for its sugar-white sand beaches, emerald-green waters, and abundant marine life. The city occupies a peninsula bordered by the Gulf to the south and Choctawhatchee Bay to the north, with access to major transportation routes via U.S. Highway 98. Its strategic coastal position makes it a popular tourist destination and a vibrant fishing port, while also placing it in an area vulnerable to tropical storms and hurricanes, necessitating robust disaster preparedness and recovery capabilities.

The City is committed to efficient government administration. A small core of the City staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.3 FEDERAL FUNDING

This project may be subject to FEMA Guidelines in the event of a disaster. Contractor shall adhere to (1) the FEMA Guidelines (as may be amended or superseded), (2) the contract provisions listed under 2 CFR Part 200, Appendix II, and (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time.

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Attachment D.

1.4 SUSPENSION/DEBARMENT

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

1.5 CITY RIGHTS

The City reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the City deems in its best interest. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability,

integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFP.

The City also reserves the right to waive minor variations or irregularities in the Responses.

1.6 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFP	August 21, 2025
2	Non-Mandatory Pre-Bid Meeting	September 4, 2025 at 11am
3	Closing Date for Bidder Questions	September 11, 2025
4	Proposals Due (2pm CT)	September 25, 2025
5	Staff Member's Review of Technical Proposals	Week of September 29, 2025
6	Reference Checks	Week of September 29, 2025
7	Evaluation Committee Meeting	October 2, 2025
8	Award Recommendation	October 6, 2025
9	Contract Negotiation	Week of October 6, 2025

1.7 REQUEST FOR INFORMATION (RFI)

Vendors may request additional information or clarification by emailing the City Clerk's Office at cityclerk@cityofdestin.com. The request must include the vendor's name, the RFP number, and RFP title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events to receive a response. Late or mis-delivered requests may not receive a City response.

The City will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The City, at its sole discretion, may not issue a response to an RFI. Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFP and any issued addendum, the last addendum issued will prevail.

Addenda will be made available on the City of Destin website www.cityofdestin.com. It is the vendor's sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.8 ADDENDA

If the City finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the City will issue written addenda/addendum. Each Vendor must acknowledge receipt of each addendum by signing the acknowledgement (Section 6) and providing it with its Response.

1.9 DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City Clerk at cityclerk@cityofdestin.com. If applicable, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.10 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 6 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover

letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.11 PRE-CONFERENCE MEETING/SITE VISIT

A NON-MANDATORY Pre-Conference meeting/site visit will be held on **Friday September 4, at 11am** in the City of Destin Board Room, 4200 Indian Bayou Trail Destin, FL 32541. All interested Proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.12 CITY AUTHORITY

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

1.13 RESPONSE/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

1.14 TERMS OF ENGAGEMENT

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the City, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for three (3) years with the option to extend at its sole discretion for two (2) one-year (1-year) renewal terms for the maximum of five (5) years. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the City of Destin Council and both parties execute a written contract.

Proposals that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

1.15 NOTICE TO PROCEED

The Successful Proposer shall not begin work until the City issues a written Notice to Proceed ("NTP"). Work performed by the Successful Proposer prior to receiving the NTP shall be deemed non-compensable by the City. The Successful Proposer shall not have any recourse against the City for prematurely performing unauthorized work.

1.16 EQUAL EMPLOYMENT OPPORTUNITY

The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that: No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract. Specifically:

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.

- The City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

END OF SECTION

SECTION 2. PROJECT DESCRIPTION

2.1 DESCRIPTION:

The City is looking to secure an agreement with a qualified firm to provide Disaster Debris Monitoring in accordance with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). In addition to Debris Monitoring Services, the City is seeking services to include Public Assistance and Emergency Management Support in the preparation response and recovery phases of the disaster. This RFP is for debris monitoring and ancillary services during a disaster. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working and environmentally compliant environment. The City of Destin has the right to:

1. Increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.
2. Separate services of the contract.

2.2 SCOPE OF SERVICES

The City is seeking a Contractor to perform emergency debris removal monitoring to include Collection Monitoring, Temporary Debris Staging and Reduction ("TDSR") site monitoring, Residential Debris Drop-off Site ("RDDS") monitoring, data reporting, Public Assistance and Emergency Management Services and other related services.

2.3 PROJECT MANAGEMENT/PROCESS OVERSIGHT

The Contractor shall be responsible for the overall monitoring of debris contractors. This will include monitoring the Debris Removal Contractor's ("DRC") progress and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The Contractor shall coordinate with the DRC to ensure a well-managed, organized approach to debris collection and shall recommend the routing collection plan for approval by the City.

The Contractor shall appoint a Project Manager for the overall coordination and communication with the City. This Project Manager will serve as the City's primary point of contact and shall remain on the job at all times it is operational. The contractor must use all reasonable efforts to ensure the individual serving as the Program Manager remains consistent throughout the life of the contract. The Program Manager must be familiar with City's Comprehensive Emergency Management Plan ("CEMP").

The Contractor shall provide a temporary field office for the monitoring staff if directed by the City. The office shall include telephone, computer, copier, and fax.

Examples of project management/process oversight tasks include but are not limited to:

1. Coordinating daily briefings, work progress, staff and other key items with the City and DRC.
2. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
3. Establishing a schedule for the inspectors each day.
4. Monitoring and recording the weight (in tons) of each vehicle in service.
5. Tracking and coordinating with City personnel to respond to problems in the field, citizens' complaints, to include commercial or residential property damage claims as a result of debris removal.
6. Conducting end of day duties, verifying all vehicles have left the TDSR & RDDS sites at City's specified time, and sites are secured [gate locked] to prevent illegal dumping.

7. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the City and updated by 10:00 AM of each business day of the progress from previous the previous day(s) work.
8. Scheduling and managing field staff.
9. Scheduling and conducting periodic meetings with field staff and Contractors.
10. Ensuring all applicable FEMA policies and regulations are followed.

2.4 STARTUP OPERATIONS

The Program Manager, key personnel, and at least 10 fully trained field monitors will report to the City Hall (4200 Indian Bayou Trail) within twelve (12) hours after the disaster event has passed (as determined by the City's Emergency Manager) and the City has initiated its response efforts. The City may issue a Notice to Proceed ("NTP") in anticipation of a disaster event with the expectation that Contractor commences the work as soon as possible after the disaster event has passed. Contractor must commence work no later than after completion of the first push (24 hours after the disaster has passed). The Contractor must deliver to the City an Event Performance Bond for the full amount of the Task Work Order within seven (7) days of issuance of the NTP.

The Contractor must be operational at the completion of the first push (24 hours). The DRC and City employees (if applicable) will report to the Field Operations Center to obtain work orders and field monitors from the Contractor before work is commenced. The contractor must prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.

The Program Manager will assist the City in developing a Debris Management Action Plan for the specific occurrence. Contractor may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDSR, estimating debris quantities, and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.

2.5 FIELD COLLECTION MONITORING

In order to obtain FEMA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall verify that the City's DRC has established an accurate and complete electronic load ticket process and provide collection monitors-staff to record required FEMA data. The Contractor shall train collection monitors to assure that proper County and FEMA documentation protocol requirements are instituted and followed.

Contractor shall provide a field quality control team consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to adjust the specified field staffing, a detailed plan should be submitted to the City for review and approval prior to adjustment. The Contractor shall provide daily feedback to the City through the management team.

All field team members shall be equipped with state-of-the-art technology, which shall include automated debris management system, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

The Contactor must certify every debris-hauling vehicle prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been weighed and placarded by the City's DRC. Contractor must monitor and document all debris removal vehicles specifications, volume, load, and any other information or activity deemed necessary and/or appropriate.

Examples of field collection monitoring tasks include, but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.
2. Verification that the DRC is working in their assigned contract areas.
3. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
5. Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps, and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities, and GPS coordinates.
6. Report to the City any work performed by the DRC that is not in compliance with all federal, state, and local safety regulations appropriate for the task being performed.

2.6 LOAD TICKETS PROCESS

The Contractor shall ensure that the DRC has use of a proprietary or contracted Automated Load Management System to use for a load ticket process. A demonstration of the performance may be required to complete the process for recording of FEMA data. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the DRC, vehicle driver, the subcontractor, and the Contractor shall also receive copies of completed load tickets. Tickets retained/collected by the Contractor on behalf of the County shall be turned over to the County daily.

Load tickets shall include the following minimum information:

1. Date
2. Time
3. Map page.
4. Section number
5. Complete street address of closest property
6. Nearest cross streets
7. Tag number.
8. Type of debris
9. Vehicle number
10. Percent of volume full
11. Driver name (printed) and signature.
12. Field monitor's name (printed) and signature.
13. Name of sub-contractor
14. Tower monitor's name (printed) and signature.

2.7 TEMPORARY DEBRIS STAGING AND REDUCTION (TDSR) SITE AND RESIDENTIAL DEBRIS DROP-OFF SITE (RDDS) MONITORS

The Contractor shall provide a minimum of two (2) site monitors for each TDSR & RDDS site. These staff members in conjunction with the project management team shall coordinate the logistics of the site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as, but not limited to, vehicle fullness and type of waste). The Contractor shall observe all vehicles entering and exiting the TDSR & RDDS sites ensuring all vehicles are in good repair and safe with secure side boards.

No vehicles will be allowed to enter a TDSR site without a tailgate. The Contractor shall provide verification that all sites have access control and security.

When a TDSR site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the weight(s) in tons are correct. The site monitor should not sign or accept any partially completed information. The Contractor shall provide RDDS Site Monitoring for all incoming debris to the City's designated residential debris drop off sites, ensure only the City residents are using the facility, that all deliveries are documented, communicate to residents on proper handling and disposal practices, distribute informational flyers, report and document suspected commercial activity for investigation, notify residents that unsecured loads, protruding debris or other un-safe transport practices will prohibit use of facility, and report safety or other hazard situations to the City.

2.8 EMERGENCY MANAGEMENT PLANNING AND TRAINING

The Contractor shall participate in all City emergency management training exercises as directed by the City. The Contractor shall provide the following:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSR locations. Staff training as necessary.
4. Procurement assistance for DRCs and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.
9. Provide training to City personnel to serve as monitors if needed.
10. All command and general staff positions for a Type III Incident Management Team

2.9 PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the City, the Contractor shall provide the following services:

1. Identification of eligible emergency and permanent work (Category A-G).
2. Damage Assessment.
3. Assistance in attaining Immediate Needs Funding.
4. Prioritization of recovery workload.
5. Loss measurement and categorization.
6. Insurance evaluation, documentation adjusting and settlement services.
7. Project Worksheet generation and review.
8. FEMA, FHWA and NRCS reimbursement support.
9. Staff augmentation with experienced Public Assurance Coordinators and Project Officers, response support personnel experienced in Incident Command System (ICS) (example, PIO, Planning, Operations, Logistics, Finance personnel)
10. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.

11. Appeal services and negotiations.
12. Provide disaster response training to City staff members.
13. Reconstruction and long-term infrastructure planning; and
14. Final review of all emergency and permanent work performed.

2.10 CERTIFICATION OF PERSONNEL

Senior management personnel of the Contractor will participate, upon request, in training and briefing sessions held by representatives of the City. Senior personnel of the Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System ("NIMS"). Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations. Upon their deployment for field operations, all Contractor and Sub-Contractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

2.11 ADDITIONAL SUPPORTING DOCUMENTATION

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.12 REPORT MAINTENANCE

Contractor will be subject to audit by federal, state and local agencies pursuant to the agreement. The contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years from project closeout.

2.13 ADDITIONAL SERVICES

Contractor shall provide necessary manpower to assist City with logistics, operations, and community relations in an emergency activation. Personnel shall be experienced in Incident Command System ("ICS").

END OF SECTION

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP. It is not required to include Section 1 – 5 with the submission of the RFP Proposal.

3.2 INTENT

The City is requesting proposals from qualified and experienced firms to provide Disaster Debris Monitor Services under a continuing services contract. The intent is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Disaster Debris Monitor Services for the City in conformity with the requirements of this Request for Proposals.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Proposer must demonstrate the following in their response:

1. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation

2. Must have five (5) years of continuous operation under the same name providing the same Services.

3. Proposer's project team must have prior experience within the past five (5) years in the same field as the Services.

4. Proposer's principal-in-charge must have a minimum of five (5) years of experience within the same field as the Services; and

5. Proposer's project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidder shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The City reserves the right to make investigations of the Bidders' qualifications or any of its agents, as it deems appropriate.

3.4 RFP DOCUMENTS

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed and submitted. A proposer's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the City. All instructions in the RFP must be adhered to.

3.5 PROPOSAL FORMAT

A. The proposal shall be typewritten 8½ x 11-inch white paper.

B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.

C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The proposer shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important to follow the format outlined below to assist the CITY in the evaluation process. All proposals must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the CITY:

I. Tab A - Representations and Certifications

- Cover Sheet
- Proposal Forms listed in Section 6.
- Exhibit B: Fee Schedule
- Exhibit D: Transition Plan
- Statement of Financial Stability

II. Tab B – Executive Summary

The proposer shall provide the following information in the order outlined below:

1. A title page.
2. A table of contents
3. Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer's ability to meet the requirements of the RFP and a statement describing why the proposer believes itself to be best qualified to provide the identified services.
4. Deliverables, tasks, activities, etc. as outlined in the Scope of Services.
5. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized.

III. Tab C – Qualifications and Experience

The proposer shall provide the following information in the order outlined below:

1. **Qualifications:** Provide a brief description of your firm, including:
    a. Qualification of Firm
    b. Qualification of Staff
    c. Industry Knowledge and Expertise
    d. Project Management and Special Services pertinent to this Solicitation; and Past Performance (The evaluation should consider past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such

information is relevant to this solicitation. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

2. **Service Team and Resume**
    a. Provide an organizational chart of the team that would serve the CITY.
    b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member.
    c. Provide information on the relevant experience of each team member.
    d. Describe what approach the team would take in providing services to CITY. Indicate type and frequency of meetings and other forms of communications.

3. **Provide a Personnel Plan that includes:**
    a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.
    b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.
    c. The organizational chart must include managerial positions assigned to CITY and Corporate levels for the Proposer's company with the corresponding roles to CITY staff.
    d. Provide detailed description of each position's role and responsibilities.

IV. Tab D – Subcontracting Plan

The proposer shall submit a subcontracting plan with the proposal. The plan shall specifically identify names of potential subcontractor(s), or area to be subcontracted, field of expertise, number of years in the field, proposed dollars amount of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract and monitored throughout the life of the contract for compliance.

V. TAB E – Proposal Approach

The Proposer must submit a comprehensive approach to implementation of the Project in accordance with the Scope of Work in Section 2, of this RFP. The comprehensive approach must provide information regarding the documentation and ability to furnish the services necessary to implement the Project in accordance with the Package, and the any innovative technology solutions to be employed in the provision of the Services for the Project.

VI. **TAB G – Insurance.**
Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the City. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the requirements set forth in the form attached to this RFP as Attachment "B."

E. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
- Exhibit E: Performance & Payment Security

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

CONTRACTOR's solicitation response must be submitted to the City Clerk's Office (4200 Indian Bayou Trail Destin FL 32541) by the date and time specified in the solicitation. The City will not consider responses received by any other means. Any bid may be rejected for noncompliance to requirements after full review by the City. The sealed submittals will be publicly opened at the City of Destin, City Hall at 2pm on the Proposal Due Date. Recommendation for award will be made at a City Council meeting.

3.7 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER SUBMITTAL DEADLINE

Once a proposal has been submitted by the Proposal Submittal Deadline, it shall not be returned to the proposer.

3.8 PROPOSAL GUARANTEE

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

3.9 MULTIPLE PROPOSAL PROHIBITED

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer is involved

in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The City shall only consider one proposal from one proposer.

3.10 ADDITIONAL TERMS AND CONDITIONS

Proposer shall state any exceptions/deviations from the RFP requirements or Agreement. Exceptions to the Agreement should contain a summary of every objection or deviation with adherence to specific RFP or Agreement sections.

3.11 INTERPERPRETATIONS AND INQUIRIES

A. Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.

B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

C. Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the City to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the proposers by the City may be relied upon.

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the City and whose Proposals meet the requirements and criteria set forth in this RFP. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Proposers shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

END OF SECTION

SECTION 4. EVALUATION OF THE PROPOSAL

4.1 BID COMMITTEE

Proposals submitted shall be evaluated by the City Bid Committee. The Bid Committee shall evaluate proposals and make a recommendation of the most qualified firms to the City Council. The Bid Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for the award. Each Bid Committee Member shall complete and execute an independence affidavit.

4.2 QUALIFICATION EVALUATION

A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Bid Committee. Such a determination shall be based on information furnished by the proposer, as well as other information reasonably available to the City.

B. The Bid Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each proposer. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Bid Committee may disqualify any proposers that make exaggerated or false statements.

C. The Bid Committee may make such investigations as it deems necessary to determine the responsibility and ability of the proposer and the proposer shall furnish the City all such information for this purpose as the City may request before and during the proposal period. The Bid Committee reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all proposers. The Bid Committee may reject a proposer or qualify a proposer.

4.3 RESPONSIVENESS

The factors to be considered in determining the responsiveness of each proposer include but are not limited to the following:

A. Completion, accuracy, and submission of all required documentation.

B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.

C. Consistency of the offered goods or services as set forth in the Agreement.

D. Accuracy of mathematical calculations.

4.4 RESPONSIBILITY

The factors to be considered in determining the responsibility of a proposer shall include but not be limited to the following:

A. Proposers experience and performance.

B. Financial ability to perform the services described in the Agreement. Proposers must

demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

i. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;
OR

ii. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

C. The financial statements requested are developed into nine financial ratios which include the following:

i. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
ii. Working Capital - measures liquid assets that provide a safety cushion to creditors.
iii. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
iv. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
v. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
vi. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
vii. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
viii. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
ix. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**Proposers will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. **

D. Litigation history

E. The scope and content of any investigations, reports or audits relating to, or communications with, the proposer that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.

F. Whether the proposer has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.

H. Whether the proposer or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

4.5 EVALUATION PROCESS

A. The Bid Committee shall convene at a publicly noticed meeting and collectively discuss and review the proposals. Each member of the Bid Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Bid Committee Chairperson shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Bid Committee is included in this Section.

B. Proposals shall be evaluated and ranked based on the following categories:

Category	Score (Points)
Experience and qualifications in debris removal services, including knowledge of FEMA reimbursement procedures	10
Past performance or with others	5
Proposed methodology	5
Resources and availability	5
Proposed Price/Financial Stability	5
Total:	**30 Points**

C. The Bid Committee may interview some or all of the proposers. During the evaluation process, the Bid Committee may request any or all proposers to make oral presentations. Based on the final rankings resulting from the process described above, the Bid Committee will make a recommendation for award of the Agreement.

D. In the event of a tie, the price proposal shall be the basis for determining the award recipient.

4.6 AWARD

Following notification of the firm(s) selected, the City Council may authorize the City Manager to execute an agreement with the top-ranked proposer, and if determined to be in the best interest of the City, any additional proposers, in order of rank.

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

5.2 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with Proposals shall become property of the City and shall be deemed to be public records subject to public inspection.

5.3 LOBBYIST REGISTRATION

Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.

5.4 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

5.5 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

5.6 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the City shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the City or recourse against the City. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

5.7 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior

written approval by the City. The City reserves the right to request additional documentation, as required by the RFP prior to making its determination. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any Subcontractor performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.

5.10 CONFLICT OF INTEREST

Proposers, by responding to this RFP, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the City. Further, Proposers shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

5.11 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

5.12 NON-DISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

5.14 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation

and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form, attests to this.

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.

B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the City. Failure to do so may result in the proposal being disqualified, at the City's sole discretion.

5.16 PUBLIC RECORDS

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.17 PUBLIC ENTITIES CRIME

A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the City and may not transact business with the City in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

5.18 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

B. if $1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

C. if $1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

5.19 EXAMINATION OF CONDITIONS

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the City for the Proposer's failure to do so.

5.20 BID GUARANTY - N/A

5.21 BONDS

A Bid Bond is not required as part of this Contract.

5.22 INSURANCE REQUIREMENTS

Proposer shall secure and maintain throughout the duration of the Contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the City. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

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

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

c) Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy,

without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non- Owned Vehicles.

The Successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the City a fully executed Contract and all requested certificates of insurance and bonds.

5.23 CONE OF SILENCE

To ensure fair consideration for all Proposers, a Cone of Silence is enforced starting on the posting date of the proposal submission. Proposers are asked not to communicate with any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the City to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the City Clerk's Office at cityclerk@cityofdestin.com.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Phone Number: _____

Address: _____

Address: _____

Authorized Signature: _____

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ____ _____of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____day of _____, 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

EXHIBIT A - CERTIFICATE OF AUTHORITY

(if Individual)

I,_____("Affiant") being first duly sworn, deposes and says:

1. I am the _____

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

   _____doing

   business as _____, the

   Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____day of _____, 20__, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

   _____

2. Principal Business Address, Phone and Email Address:

   _____

   _____

   _____

3. Principal Contact Person(s):

   _____

   _____

   _____

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

   _____

   A. If a corporation, in what state incorporated: _____
   B. Date Incorporated: _____
   C. Federal ID Number (EIN)_____
   D. If a joint Venture or Partnership, date of Agreement: _____
   E. Name and address of all partners (state whether general or limited partnership): _____
   F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

   Name **Title**

   _____

   _____

   _____

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

   Name **Address** **Title**

   A. _____
   B. _____
   C. _____
   D. _____

8. Outline specific areas of responsibility for each entity listed in Question 7.

   A. _____
   B. _____
   C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: _____
   Municipal: _____

10. Have you ever failed to complete any work awarded to you?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No _____ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes ____ No _____ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes ____ No _____ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ___ **No** ___ **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____Yes, _____No

23. How soon after the award can you begin work? _____Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
_____
_____
_____

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. _____

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #2

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #3

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[ ] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

_____
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

_____
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

_____
Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

_____

_____

_____

_____

_____

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is_____ of_____, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that

_____ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Signature (Blue ink only)

_____

Print Name

_____ _____

Title Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 20__,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by:_____
(name of entity submitting sworn statement)

whose business address is: _____

_____

_____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is:_____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. _Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. _The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) __The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: _____ In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated _____ including Addenda numbered _____ through _____, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$		$
Debris Site / Tower Monitors	$		$
Field Coordinators (Crew Monitors)	$		$
Project Manager	$		$
Operations Manager	$		$
FEMA Coordinator	$		$
Scheduler / Expeditors	$		$
GIS Analyst	$		$
Environmental Specialist	$		$
Project Inspector (Citizen Site Monitors)	$		$
Load Ticket Data Entry Clerks (QA /QC)	$		$
Billing / Invoice Analysts	$		$
Administrative Assistants	$		$
2.8 Emergency Management Planning & Training	$		$
2.9 Public Assistance Consulting Services	$		$
TOTAL			**$**

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$		$

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
		$
		$
		$
		$
		$
		$
		$
		$
		$

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: _____

Proposer's Name: _____

Proposer's Email: _____

Proposer's Title: _____

Company Address: _____

Proposer's Signature: _____

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[ ] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

   The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Sub-Recipient/subcontractor's Authorized Official

_____ _____

Name and Title of Sub-Recipient/subcontractor's Authorized Official Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i)The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"
10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

DEBRISTECH

RFP 25-11-PW

DISASTER DEBRIS MONITORING SERVICES

Due: Thursday, October 2, 2025 at 2:00 PM

CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village



Prepared by:
DebrisTech, LLC
335 N. Monroe Street
Tallahassee, FL 32301

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com

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ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 8/27/2025
Addendum No. 2, Dated 9/11/2025
Addendum No. 3, Dated 9/17/2025
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: DebrisTech, LLC

Authorized Representative's Name: Debra McCormick

Title: Chief Administrative Officer

Email: debra@debristech.com

Phone Number: 601-658-9598

Address: 923 Goodyear Blvd., Picayune, MS 39466

Address: _____

Authorized Signature: x Debra McCormick

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
n/a
_____

_____a business existing under the laws of the State of _____, (the "Entity") held on _____x_____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ____ _____of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____day of _____, 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

EXHIBIT A - CERTIFICATE OF AUTHORITY

(if Individual)

I, n/a ("Affiant") being first duly sworn, deposes and says:

1. I am the _____

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

   _____doing

   business as _____, the

   Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____day of _____, 20__, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

DebrisTech Certificate of Authority Form attached next page

MEMORANDUM OF ACTIONS BY
THE MANAGER OF DEBRISTECH, LLC

The following resolutions have been adopted by the Manager of DebrisTech, LLC, a Mississippi limited liability company (the "Company"), as evidence by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 14th day of March, 2024:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain "Requests for Proposals" ("RFPs") on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF MARCH 14, 2024.

BROOKS R. WALLACE
Sole Manager

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer: DebrisTech, LLC

2. Principal Business Address, Phone and Email Address:
923 Goodyear Blvd., Picayune, MS 39466
601-658-9598
debra@debristech.com

3. Principal Contact Person(s):
Debra McCormick
debra@debristech.com
601-658-9598

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
Mississippi Limited Liability Company (LLC)

A. If a corporation, in what state incorporated: _____
B. Date Incorporated: _____
C. Federal ID Number (EIN) 27-3362906
D. If a joint Venture or Partnership, date of Agreement: _____
E. Name and address of all partners (state whether general or limited partnership): n/a
F. If other than a corporation or partnership describe, organization and name of principals. DebrisTech, LLC is a member owned LLC - Members & Ownership below.

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title	% Ownership
Brooks Wallace	President / Managing Member	50%
H. Les Dungan III	Principal	12.5%
Jeff Dungan	Principal	12.5%
J. Lee Mock	Principal	12.5%
Ryan Holmes	Principal	12.5%

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. Since 2010

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	n/a		
B.			
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.
A. _____
B. _____
C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
County: Debristech cannot obtain local FL County/Municipal tax numbers before bid deadline.
Municipal: If awarded, DebrisTech will immediately file for, and obtain the appropriate tax #'s

10. Have you ever failed to complete any work awarded to you?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes _____ No X **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ___ No X **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ___ **No** X **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____Yes, X No (However we know Destin Area very well)

23. How soon after the award can you begin work? within 12-24 hrs in coordination with City of Destin Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
MS LLC Document
Florida Dept. of State Certificate # M16000003962
Sunbiz Div. of Coroporations -Foreign LLC Registration

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. www.bidprime.com

X
Signature (Blue ink only)

Debra McCormick
Print Name

Chief Administrative Officer
Title

9/25/2025
Date

STATE OF Mississippi)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 25th day of September, 2025
by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced n/a.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL Commission Expires July 7, 2029 PEARL RIVER COUNTY

SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

CLIENT REFERENCES

Client: **Jefferson County, FL**
Debris Quantity: 64,700+ CY
Project Dates: Sep-Nov 2023

Contact: **Shannon Metty**, County Manager
Contact Info: 850-997-3083, smetty@jeffersoncountyfl.gov
1484 S. Jefferson St., Monticello, FL 32344

Client: **City of Cedar Key, FL**
Debris Quantity: 30,600+ CY
Project Dates: Sep-Oct 2023

Contact: **Robert Robinson**, Emergency Management Director
Contact Info: 352-543-5192, rrobinson@cedarkeyfl.us
489 1st Street, Cedar Key, FL 32625

Client: **City of Holmes Beach**
Debris Quantity: 10,300+ CY
Project Dates: Sep-Oct 2022

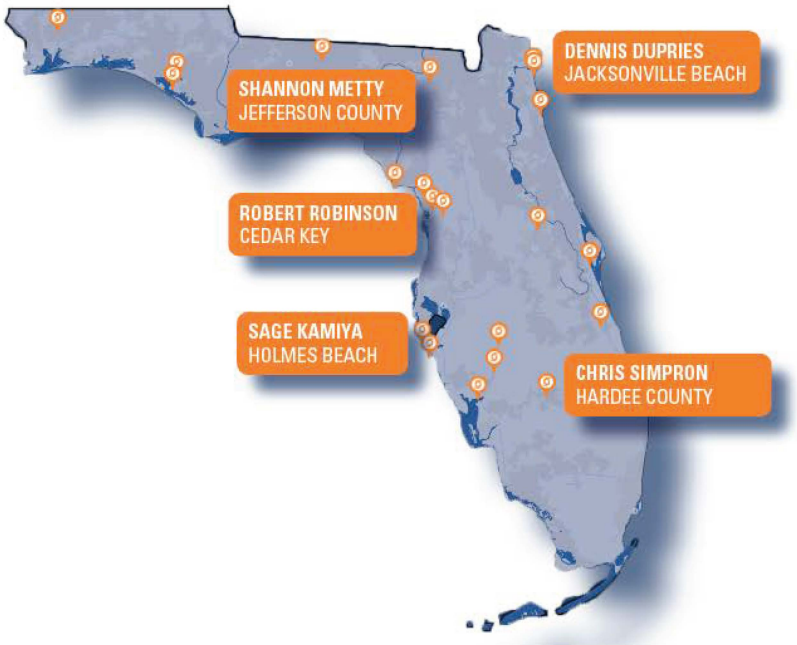
Contact: **Sage Kamiya**, Superintendant of Public Works
Contact Info: 941-708-5768 ext. 245, skamiya@holmesbeachfl.org
5801 Marina Drive, Holmes Beach, FL 34217

Client: **Hardee County, FL**
Debris Quantity: 308,000+ CY
Project Dates: Sep-Nov 2022

Contact: **Chris Simpron**, Public Works Director
Contact Info: 863-733-3272, christopher.simpron@hardeecounty.net
205 Hanchey Road, Wauchula, FL 33873

Client: **Jacksonville Beach, FL**
Debris Quantity: 84,000+ CY
Project Dates: Sep-Nov 2017

Contact: **Dennis Dupries**, Construction Project Manager
Contact Info: 904-509-0268, ddupries@jaxbchfl.net
11 North Third Street, Jacksonville Beach, FL 32250



REFERENCE #4

Name of Company: provided on previous page.

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: Debra McCormick

For (Name of Proposing or Bidding Entity): DebrisTech, LLC

Whose business address is: 923 Goodyear Blvd., Picayune, MS 39466

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-3362906

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[x] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

Lacey Lee

Witness #1 Print Name: Lacey Lee

Allison McCormick

Witness #2 Print Name: Allism McCormick

Signed, sealed and delivered by:

Debra McCormick

Print Name: Debra McCormick

Title: Chief Administrative Officer

ACKNOWLEDGMENT

State of ~~Florida~~ Mississippi

County of Pearl River

On this 25th day of September, 2025, before me the undersigned, personally appeared Debra McCormick, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Robert A Farrell x

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

x Personally known to me; or

_____ Produced identification (Type of Identification: _____)

x Did take an oath; or

_____ Did not take an oath

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL My Commission Expires July 7, 2029 PEARL RIVER COUNTY

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Debra McCormick of DebrisTech, LLC, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Disaster Debris Monitoring Services – RFP 25-11-PW

x _____
Signature (Blue ink only)

Debra McCormick
Print Name

Chief Administrative Officer
Title

9/25/2025
Date

STATE OF Mississippi)
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 25th day of September, 2025
by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me x or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL Commission Expires July 7, 2029 PEARL RIVER COUNTY

x _____
SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Debra McCormick of DebrisTech, LLC, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Disaster Debris Monitoring Services – RFP 25-11-PW

x _____
Signature (Blue ink only)

Debra McCormick
Print Name

Chief Administrative Officer
Title

9/25/2025
Date

STATE OF Mississippi)
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 25th day of September, 2025
by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me x or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL Commission Expires July 7, 2029 PEARL RIVER COUNTY

x _____
SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that DebrisTech, LLC does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Disaster Debris Monitoring Services – RFP 25-11-PW

x _____
Signature (Blue ink only)

Debra McCormick
Print Name

Chief Administrative Officer
Title

9/25/2025
Date

STATE OF Mississippi)
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 25th day of September, 2025
by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me x or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL Commission Expires July 7, 2029 PEARL RIVER COUNTY

x _____
SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Debra McCormick of DebrisTech, LLC, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF Mississippi)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 25th day of September, 2025
by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me x or has produced Identification _____, type of identification
produced_____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL Commission Expires July 7, 2029 PEARL RIVER COUNTY

x _____
SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

x _____
Signature (Blue ink only)

Debra McCormick
Print Name

Chief Administrative Officer
Title

9/25/2025
Date

STATE OF Mississippi)
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 25th day of September, 2025
by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me x or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL Commission Expires July 7, 2029 PEARL RIVER COUNTY

x _____
SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. RFP 25-11-PW

2. This sworn statement is submitted by: DebrisTech, LLC
(name of entity submitting sworn statement)

whose business address is: 923 Goodyear Blvd.
Picayune MS 39466

Federal Identification Number (FEIN) is: 27-3362906
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Debra McCormick
(print name of individual signing this document)

and my relationship to the entity is: Chief Administrative Officer

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. X Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. __The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) ___The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

x Debra McCormick
Signature (Blue ink only)

Debra McCormick
Print Name

Chief Administrative Officer
Title

9/25/2025
Date

STATE OF Mississippi)
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 25th day of September, 2025 by Debra McCormick as Chief Administrative Officer
(Name of person acknowledging) *(Title)*
for DebrisTech, LLC.
(Company name)
Personally known to me x or has produced Identification _____, type of identification produced_____

(NOTARY SEAL HERE)

x
SIGNATURE OF NOTARY PUBLIC

Robert A Farrell
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: DebrisTech, LLC

Authorized Signature: x Debra McCormick

Print or Type Name: Debra McCormick

Title: Chief Administrative Officer

Date: 9/25/2025

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	n/a		

Firm: DebrisTech, LLC

Authorized Signature: x Debra McCormick

Print or Type Name: Debra McCormick

Title: Chief Administrative Officer

Date: 9/25/2025

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

Witness #1 Print Name: Lacey Lee

Witness #2 Print Name: Allison McCormick

Signed, sealed and delivered by:

x

Print Name: Debra McCormick

Title: Chief Administrative Officer

Entity Name: DebrisTech, LLC

ACKNOWLEDGMENT

State of ~~Florida~~ Mississippi

County of Pearl River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of September, 2025, by Debra McCormick (name of person) as Chief Administrative Officer (type of authority) for DebrisTech, LLC (name of party on behalf of whom instrument is executed).

x

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

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL My Commission Expires July 7, 2029 PEARL RIVER COUNTY

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

X Did take an oath; or

_____ Did not take an oath

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1141901

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and DebrisTech, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1141901

Approved by:

Employer DebrisTech, LLC	
Name (Please Type or Print) Carol H Davis	**Title**
Signature Electronically Signed	**Date** 11/09/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 11/09/2016

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1141901

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	DebrisTech, LLC
Company Facility Address	923 Goodyear Blvd. Picayune, MS 39466
Company Alternate Address	
County or Parish	PEARL RIVER
Employer Identification Number	273362906
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	21 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1141901

75.00

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
AR	1
CA	1
CO	1
FL	1
GA	1
HI	1
IA	1
KY	1
LA	1
MS	1
MT	1
NC	1
NY	1
OK	1
OR	1
PA	1
PR	1
TN	1
TX	1
VA	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1141901

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Debra A McCormick
Phone Number	6016589598101
Fax	6016589656
Email	debra@debristech.com

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: DebrisTech, LLC In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated August 21, 2025 including Addenda numbered 1 through 3, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$55.00	70	$3,850.00
Debris Site / Tower Monitors	$42.00	140	$5,880.00
Field Coordinators (Crew Monitors)	$42.00	700	$29,400.00
Project Manager	$75.00	40	$3,000.00
Operations Manager	$65.00	70	$4,550.00
FEMA Coordinator	$95.00	5	$475.00
Scheduler / Expeditors	$0.00	1	$0.00
GIS Analyst	$55.00	1	$55.00
Environmental Specialist	$85.00	1	$85.00
Project Inspector (Citizen Site Monitors)	$42.00	1	$42.00
Load Ticket Data Entry Clerks (QA /QC)	$0.00	1	$0.00
Billing / Invoice Analysts	$55.00	1	$55.00
Administrative Assistants	$55.00	1	$55.00
2.8 Emergency Management Planning & Training	$0.00	1	$0.00
2.9 Public Assistance Consulting Services	$150.00	5	$ 750.00
TOTAL			$ 48,197.00

Scheduler/Expeditors and Load Ticket Data Entry Clerks are unnecessary with DebrisTech's proprietary ADMS. Emergency Management Planning and Training will be provided at no cost to the city of Destin.

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$ 75.00	5	$ 375.00

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
N/A		$
		$
		$
		$
		$
		$
		$
		$
		$

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: DebrisTech, LLC

Proposer's Name: Debra McCormick

Proposer's Email: debra@debristech.com

Proposer's Title: Chief Administrative Officer

Company Address: 923 Goodyear Blvd., Picayune, MS 39466

Proposer's Signature: x Debra McCormick

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[XX] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, n/a, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

n/a

Signature of Sub-Recipient/subcontractor's Authorized Official

n/a

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

AUGUST 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The non-mandatory pre-bid meeting is scheduled for Thursday September 4, 2025, at 11am CT at 4200 Indian Bayou Trail Destin FL 32541. Section 1.11 incorrectly states that this meeting will take place on Friday September 4th.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Debra McCormick
Print Name

x Debra McCormick
Signature

9/25/2025
Date

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 11, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

1. Incumbent Contractor / History
Q: Who is the incumbent, and how long has the incumbent been providing the requested services?
A: This is the first time the City of Destin has issued a solicitation for disaster debris monitoring services. There is no incumbent provider and no prior contract history.

Q: When/what was the most recent event that precipitated the activation of the existing or previous contract?
A: More than ten years ago.

Q: Approximately how many cubic yards of debris were collected from the most recent event?
A: Unknown.

Q: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A: No incumbent existed; no contract history is available.

Q: How many times have the incumbent's services been utilized in the previous five years?
A: None – this is the City's first solicitation for these services.

Q: If there was a previous solicitation for these services, what was its title, number, release date, and due date?
A: There has been no prior solicitation.

Q: Why has this bid been released at this time?
A: The City is releasing this RFP proactively to ensure readiness for future storm or disaster events.

2. Submittal Requirements
Q: How many printed original/copies of our proposal package are required for submittal to the City by the deadline?
A: One (1) original and four (4) copies shall be submitted.

Q: Are original ("wet-ink") signatures required?
A: Yes. The original proposal must include original (wet-ink) signatures and notarizations.

Q: RFP pg. 3 states: "The Bidder must initial at the bottom of each page of this RFP in the space provided." No spaces are visible—please clarify.
A: Bidders should simply add their initials manually at the bottom of each page (right or left corner) to satisfy this requirement.

Q: Must proposers include the entire RFP document in their proposal?
A: No. Per Section 3.5, proposers are not required to include Sections 1–5 of the RFP. Proposals should be organized per Tabs A–G and include required Exhibits.

Q: Which page is considered the "Cover Sheet"?
A: Page 1 of the RFP serves as the Cover Sheet and should be included as the first page of the proposal package.

3. Proposal Content & Format
Q: Section 3.5: Tab A requests a Statement of Financial Stability. What is required?
A: Provide recent audited financial statements. If unavailable, tax returns, balance sheets, or bank/bonding letters demonstrating financial capacity are acceptable.

Q: Section 3.5: Tab A references Exhibit B – Fee Schedule and Exhibit D – Transition Plan, but those Exhibits do not match. Please clarify.
A: The Fee Schedule is actually Exhibit **N**. Exhibit D contains Single Execution Affidavits. Proposers should submit Exhibit N for pricing and include any Transition Plan narrative under the appropriate tab.

Q: The Bid Checklist notes a 12-page limit for the Qualifications & Experience Narrative. Does this include resumes and references?
A: Yes. The 12-page limit applies to the entire Tab C section. If resumes would cause the section to exceed 12 pages, include them as an appendix (excluded from page count).

Q: Section 3.5 Tab C requests an Organizational Chart under both Section 2 and Section 3. Is it required twice?
A: Yes. Section 2's chart should show key personnel and project team members. Section 3's chart should show staffing deployment for event operations.

4. Scope & Technical Questions
Q: What is the total mileage of roads in the service area?
A: 69 miles.

Q: Are any specific professional credentials required?
A: No licenses are mandated, but proposers must demonstrate relevant experience and submit key staff resumes.

Q: Are there any superseding prior agreements that may impact this contract?
A: No.

Q: How will bidder location or headquarters factor into award?
A: Location is not a scored factor. Proposals are evaluated on qualifications, past performance, methodology, resources, and price stability. 75.00

5. Pricing & Evaluation
Q: Exhibit N requires proposers to provide estimated hours. Will the City provide standardized hours for evaluation?
A: The City will consider issuing pre-populated estimated hours in a future addendum for consistent scoring.

Q: How should Items 2.8 (Emergency Management Planning & Training) and 2.9 (Public Assistance Consulting Services) be priced?
A: Price these items using the same hourly rate structure as other positions. Identify roles expected to perform the work and list hourly rates accordingly.

Q: May bidders deviate from the provided fee schedule format?
A: Unit pricing must be stated in the format provided. Bidders may add additional positions or services with their own pricing but must use the provided schedule as the base format.

6. Compliance & Legal
Q: Can proposers submit a redacted copy for public records requests?
A: Yes. Proposers may submit a redacted version citing applicable Florida law. The City will review and make final determinations before releasing any records.

Q: Exhibit A requests a Certificate of Authority for corporations or individuals. What is acceptable for LLCs?
A: A notarized Member or Manager Resolution, or certified excerpt from the Operating Agreement granting signature authority, is acceptable.
Q: What are the City's expectations for minority/women/disadvantaged business participation?
A: The City follows 2 C.F.R. §200.321 and encourages affirmative steps to include M/WBE and labor surplus firms when possible.

7. Contract Timing
Q: When is the anticipated contract start date and term?
A: The contract will begin upon City Council approval and Notice to Proceed. The initial term is three (3) years, with two (2) optional one-year renewals (maximum five years).

Q: When is the anticipated award date?
A: The award date will follow evaluation and City Council action as scheduled.

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

Debra McCormick

Print Name

x 

Signature

9/25/2025

Date

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 17, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

NOTE1: Bonding Requirement – The City of Destin's intent in this regard is to ensure that the contractor selected to provide this service fulfills its obligations, especially since FEMA reimbursement depends on strict compliance.

NOTE2: Submission Date – the new submittal date for RFP 25-11-PW is October 2, 2025 by 2pm CT. No further extensions are expected.

NOTE3: See the answers to the additional questions received below.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

Q1: RFP pg. 6, item 1.14 – Terms of Engagement references an Attachment A – Contract. Can you please share that attachment with us for review?

A1: Attachment A: Contract is referenced in the RFP but is not included in the provided document. Proposers should request the City to provide Attachment A for review prior to submission if they wish to review the contractual terms in advance.

Q2: Will charges for the use of an ADMS (electronic load tickets, tablets, contractor IDs, etc.) be fully burdened in the proposed debris monitoring hourly rates, or may they be billed separately?

A2: Per Exhibit N: Proposal Fee Schedule, proposers must include in the hourly rate all costs, applicable overhead, and profit for each listed position. ADMS-related costs must therefore be incorporated into the hourly rates and not billed as a separate rate or charge.

Q3: May vendors price certain positions as $0 if those positions will not be utilized during a debris operation?

A3: Yes. The RFP does not prohibit $0 pricing for positions not utilized. Proposers may enter $0 for such positions but are encouraged to include an explanation in the proposal narrative to clarify why the position is not being used.

Q4: Will special costs associated with specialized programs (e.g., boat rental for waterway debris removal monitoring) be billable at cost without markup?

A4: The RFP does not explicitly address pass-through costs. Because the fee schedule is described as all-inclusive (including labor, equipment, overhead, and profit), any specialized costs should either be factored into hourly rates or clearly proposed as potential reimbursable expenses for City review.

Q5: Can the Load Ticket Data Entry Clerk position be removed from the rate schedule, since ADMS eliminates the need for paper ticketing processes?

A5: Exhibit N lists Load Ticket Data Entry Clerks (QA/QC) as a priced position. The RFP does not provide a mechanism to remove positions from the schedule. Proposers may enter $0 for this line item and include a narrative stating that ADMS technology eliminates the need for this position.

Q6: Can the City clarify the required order of proposal submission? The Bid Checklist lists items in one order, while Section 3.5 specifies a different tab order. Also, is there a required form for the Cover Sheet?

A6: The RFP does not explicitly state which order controls. Proposers are encouraged to follow the tab order specified in Section 3.5 for clarity, ensuring that all checklist items are still included. No specific Cover Sheet form is provided; proposers may prepare their own including the project name, proposer name, contact information, and date.

Q7: Will the City please provide Exhibit D: Transition Plan? The current Exhibit D is the Single Execution Affidavits.

A7: Exhibit D in the provided RFP is the Single Execution Affidavits. Include a proposer-prepared Transition Plan as part of your submission, even though Exhibit D is missing. You can create a section labeled "Transition Plan (Submitted in Lieu of Missing Exhibit D)" to clearly show that you have provided the requested material.
Your Transition Plan should cover:

- Mobilization Timeline – how quickly you can deploy staff and equipment after Notice to Proceed.
- Staff Onboarding & Training – how you will train monitors and supervisors, including ADMS use.
- System Setup – steps for configuring ADMS tablets, software, and communications with the City.
- Coordination with City & Debris Removal Contractor – meetings, reporting cadence, and contact points.
- Demobilization Process – how you will scale down operations after debris work is complete.

Q8: On page 14, the RFP asks for Exhibit B: Fee Schedule to be included in Tab A. The provided Proposal Fee Schedule is labeled Exhibit N. Please confirm Exhibit N is correct.

A8: Exhibit N is the correct Proposal Fee Schedule for pricing. The reference to Exhibit B is scrivener's error. Proposers should complete and submit Exhibit N under Tab A as instructed.

Q9: The Bid Checklist lists a Letter of Interest as a required item. Is there a specific form or template?

A9: No specific form is provided. Proposers should prepare the Letter of Interest on company letterhead summarizing their intent to submit a proposal, relevant experience, and commitment to meeting the RFP requirements.

END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

Debra McCormick
Print Name

x 
Signature

9/25/2025
Date

Gallagher
Insurance | Risk Management | Consulting

16 Thompson Park
Hattiesburg, MS 39401
USA o

601.544.8703
www.ajg.com

April 16, 2025

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with West Bend Insurance Company.

Our company represents DebrisTech, LLC for all of their bonding needs and have found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their experience, we have considered single jobs of $30,000,000 with an aggregate program of $50,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Arthur J. Gallagher Risk Management Services, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry
Senior Vice President, Executive Risk Advisor

FNB
PICAYUNE
Your Hometown Bank Since 1947

Date: April 17, 2025

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains two business lines of credit for a total of $7,600,000.00 which both currently have zero balances. They also maintain a business demand deposit account handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customer's financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 60 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President & CEO
Email: dbhemeter@fnbop.com
Phone: 601-749-3227

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT & CEO FNB PICAYUNE BANK
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3228 FAX (601) 749-3284

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DEBRISTECH

RFP 25-11-PW

DISASTER DEBRIS MONITORING SERVICES

Due: Thursday, October 2, 2025 at 2:00 PM

CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village



Prepared by:
DebrisTech, LLC
335 N. Monroe Street
Tallahassee, FL 32301

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com

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DEBRISTECH

October 2, 2025

Letter of Interest - Executive Summary



City of Destin, FL
Attn: Larry Jones, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

RE: RFP 25-11-PW
Disaster Debris Monitoring Services

To the Selection Committee Members of the City of Destin,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding clients in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

PROVEN, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to over 300 contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-state projects such as Hurricane Helene (2024). In response to Helene, DebrisTech mobilized simultaneously in 4 states, leading 65 projects, and onboarding over 4,000 new employees. Since our inception, DebrisTech has consistently met every contract activation, responding within 24 hours without exception.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds while helping our clients impact the fraud, waste and abuse initiatives across federal, state and local governments.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris

operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and auto-populates all required documentation needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, in response to changes in FEMA guidance that now requires a single photograph or video that documents the threat to the public right-of-way or improved property, DebrisTech has invested in **DT360** technology that exceeds FEMA documentation standards. Other unique features are highlighted in our **Industry-Leading Reports**.


DEBRISTECH e-Ticket 001206810
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Nums: 00009113
ROE Numbers:
Project: December 2021 Tornado Debris Removal
Sub: County Waste
Prime: Ashbritt
Owner: County waste
Contract:
Road:
Debris Type: C & D
Zone: Dawson Springs
CS-2011
% Full: 75
Capacity (CY): 74
Pay (CY): 55.5
Transit Time 14:32
Haul(d)* 6.2
Haul(r)* 8.4
Load Info
Time: 16:30:28 Date: 3/15/22
Loc: 37.1683, -87.6956
Mon: Joseph James Gray
Measurement Info
Time: 7:02:36 Date: 3/16/22
Loc: 37.1708, -87.5827
Site ID: RIAFDS
Mon: Jacob Michael Todd
Disposal Info
Time: 7:25:23 Date: 3/16/22
Loc: 37.1708, -87.5828
Site ID: RIAFDS
Mon: CHRISTOPHER ALLEN
www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

SIMPLE, COMPETITIVE PRICING: DebrisTech offers a simple and transparent pricing structure. Because our ADMS seamlessly integrates data entry and documentation, we focus our bids solely on essential field positions involved in debris monitoring operations. Unlike other systems that rely on additional personnel for data entry and administrative tasks, DebrisTech's fully automated ADMS eliminates the need for non-operational roles such as Data Entry Clerks and Administrative Assistants. These functions are inherently built into our technology, ensuring that all administrative support is absorbed by DebrisTech—not passed along to clients. This efficiency translates to lower costs, reduced overhead, and a more streamlined debris management process. By prioritizing automation and operational efficiency, DebrisTech continues to set the industry standard for cost-savings through technology-driven solutions.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible via our real-time Project Dashboard, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. DebrisTech acknowledges all addendums released for this solicitation. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,

Brooks R. Wallace, P.E.
Founder and Managing Principal

SCOPE OF **SERVICE**

City of Destin Scope of Service

DebrisTech has the knowledge and experience to fulfill the scope of service provided by the City of Destin, including Collection Monitoring, Temporary Debris Staging and Reduction ("TDSR") site monitoring, Residential Debris Dropoff Site ("RDDS") monitoring, data reporting, Public Assistance and Emergency Management Services andother related services.

DebrisTech is a firm exclusively built to service the needs of debris monitoring for Clients throughout the United States. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide Version 5.0 Amended, Effective January 6, 2025 (FP 104-009-2), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

The core components of DebrisTech's monitoring approach are as follows:



PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.



RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.

SCOPE OF **SERVICE**



OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery



CONTRACT MANAGEMENT

DebrisTech possesses an extensive and distinguished track record in the effective management of debris removal contracts for a variety of events spanning the nation. Our accomplished Project Management team at DebrisTech collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.



QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.

EXCEPTIONS

DebrisTech has no exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation.

ADDITIONAL CERTIFICATIONS

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010, nor has it operated under any other name since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

Audited financial statements will be be provided directly to the Client upon direct written request. For more information, please contact our Chief Financial Officer, Daniel Baxter. dbaxter@debristech.com

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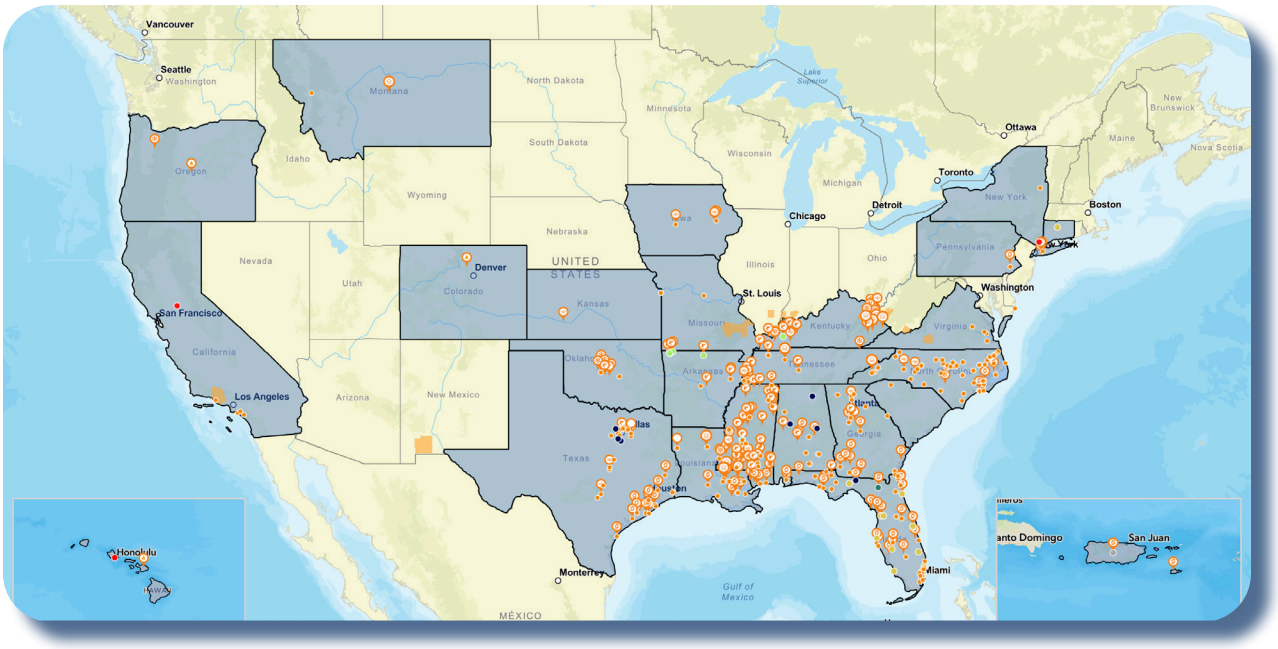
DISASTER **EXPERIENCE**

Since 2010, DebrisTech has served every level of government, with over 350 project activations in response to more than 80 federally declared disasters. Below is a map showing our project locations:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program documentation in addition to right-of-way debris removal:

HAZARDOUS LIMBS/TREE REMOVAL
Memphis, TN (2022) *DR-4645-TN*
Documented 54,063 hazardous limbs

SIGNIFICANT CULTURAL CONSIDERATIONS
Puerto Rico (2017) *DR-4339-PR*, 1 million CY debris with significant culture protected

PRIVATE PROPERTY/ROE WORK
NC Department of Public Safety
(2024) *DR-4827-NC,* 6,000 ROE packets

WATERWAYS CLEAN-UP
Montana Dis. & Em. Services *DR-4655-MT*
143,773 CY of waterway debris documented

FIRE DEBRIS REMOVAL MONITORING
Oregon Department of Transportation
(2020) *DR-4562-OR*, 69,278 tons of debris

BEACH RECOVERY/REMEDIATION
Jacksonville Beach, FL (2017) *DR-4337-FL*
Hurricane Irma beach recovery/remediation

HOUSEHOLD HAZARDOUS WASTE
Maui County, HI (2023) *DR-4724-HI*
Assessed 1625 properties for HHW

VESSEL AND VEHICLE RECOVERY
Bay County, FL (2018) *DR-4399-FL*
10 million+ CY for Hurricane Michael

DEBRIS HIGHLIGHTS

Here are highlights of the **over 75 million cubic yards** of debris removal we have monitored since 2010, deploying in over 340+ project activations in response to numerous disaster and debris types:

2025 — KERR COUNTY FLOODS
Texas Hill Country
1,000,000+ CY

2024 — HURRICANE HELENE
FL, GA, SC, NC
35,000,000+ CY

2023 — EF3 TORNADOES
Central Mississippi
764,000+ CY

2022 — ICE STORM
Memphis (area), TN
1,000,000+ CY

2021 — HURRICANE IDA
St. Charles Parish, LA
2,604,650+ CY

2020 — SUMMER DERECHO
Central Iowa
3,659,000+ CY

2019 — EF3 TORNADOES
Central Mississippi
475,000+ CY

2018 — HURRICANE MICHAEL
Bay County, FL
16,536,000+ CY

2017 — HURRICANE MARIA
Puerto Rico
1,475,000+ CY

2016 — FLOODS
Southeastern Lousiana
350,000+ CY

2015 — EF3 TORNADO
Mustang, OK
90,000+ CY

2014 — EF4 TORNADO
Central Mississippi area
400,000+ CY

2013 — EF5 TORNADO
Moore & Mustang, OK
170,000+ Tons

2012 — SUPERSTORM SANDY
Nassau County, New York
1,000,000+ CY

LARGE SCALE **PROJECTS**

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
HURRICANE HELENE *(DR-4830-GA)*	Columbia County, GA	**5,161,448**	2024
HURRICANE HELENE *(DR-4830-GA)*	Coffee County, GA	3,913,998	2024
HURRICANE HELENE *(DR-4830-GA)*	Toombs County, GA	**3,509,759**	2024
HURRICANE HELENE *(DR-4830-GA)*	Jeff Davis County, GA	**2,475,220**	2024
HURRICANE HELENE *(DR-4830-GA)*	Spartanburg County, SC	**1,433,000**	2024
HURRICANE HELENE *(DR-4830-GA)*	Appling County, GA	**1,076,614**	2024
TORNADO *(DR-4788-AR)*	City of Rogers, AR	**1,130,313**	2024
HURRICANE IDA *(DR-4611-LA)*	St. Charles Parish, LA	**1,679,829**	2021
DERECHO *(DR-4557-IA)*	City of Cedar Rapids, IA	**4,618,442**	2020
DERECHO *(DR-4557-IA)*	City of Marion, IA	**1,114,546**	2020
HURRICANE MICHAEL *(DR-4399-FL)*	City of Panama City, FL	**5,843,262**	2018
HURRICANE MICHAEL *(DR-4399-FL)*	Bay County, FL	**10,442,409**	2017
HURRICANE MARIA *(DR-4339-PR)*	Dept of Transportation and Public Works, Puerto Rico	**1,475,332**	2017

In addition to large scale projects, DebrisTech has demonstrated experience with state-level clients:

Mississippi Emergency Management Agency

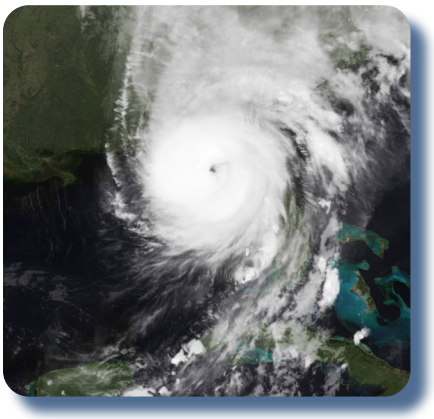
Montana Disaster and Emergency Services

North Carolina Department of Public Safety

Florida Division of Emergency Management

Puerto Rico Department of Transportation and Public Works

FL HELENE/MILTON (DR-4828/4834-FL)



Hurricane Helene was a deadly and devastating tropical cyclone that caused widespread catastrophic damage and numerous fatalities across the Southeastern United States in late September 2024. It was the strongest hurricane on record to strike the Big Bend region of Florida and the deadliest to strike the mainland U.S. since Katrina in 2005. Hurricane Milton was an extremely powerful and destructive tropical cyclone which in 2024 became the most intense Atlantic hurricane ever recorded over the Gulf of Mexico. Milton made landfall on the west coast of the U.S. state of Florida, less than two weeks after Hurricane Helene devastated the state's Big Bend region.

In response to Hurricanes Helene and Milton, DebrisTech activated simultaneously for 8 counties and 8 cities, not including 50+ contract activations in Georgia and North Carolina. Throughout Florida DebrisTech onboarded over 326 debris monitors to document over 1.5 million CY of debris removal across 17 projects. DebrisTech responsibilities included monitoring debris removal from right-of-ways as well as hazardous trees and limbs. DebrisTech also partnered with the Florida Division of Emergency Management to document pre- and post-disaster conditions of Florida beaches impacted by Hurricanes Helene and Milton.

DT248 - City of Cedar Key, FL - ***56,300*** *CY*

DT251 - Columbia County, FL - ***217,200*** *CY*

DT253 - Jefferson County, FL - ***480,300*** *CY,* 8,696 limbs/trees

DT257 - Clay County, FL - ***16,600*** *CY*

DT258 - Franklin County, FL - ***3,400*** *CY*

DT261 - City of Longboat Key, FL - ***66,800*** *CY,* 169 limbs/trees

DT262 - City of Holmes Beach, FL - ***169,900*** *CY*

DT263 - Citrus County, FL - ***6,800*** *CY*

DT264 - City of Crystal River, FL - ***3,000*** *CY*

DT270 - City of Bradenton Beach, FL - ***32,500*** *CY*

DT292 - City of Temple Terrace, FL - ***148,500*** *CY,* 184 limbs/trees

DT297 - City of Mount Dora, FL - ***20,400*** *CY,* 349 limbs/trees

DT299 - Hardee County, FL - ***80,000*** *CY*

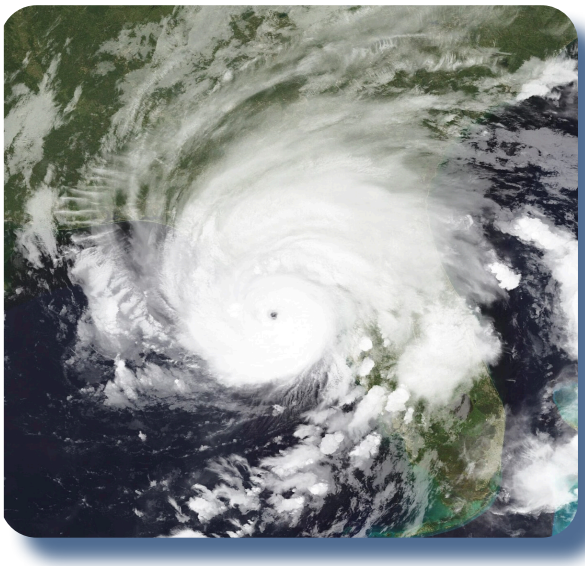
DT300 - City of Longwood, FL - ***10,400*** *CY,* 113 limbs/trees

DT301 - Indian River County, FL - ***66,000*** *CY*

DT303 - Citrus County, FL - ***84,100*** *CY*

DT304 - Martin County, FL - ***27,200*** *CY*

HURRICANE IDALIA (DR-4734-FL)



Hurricane Idalia was a powerful and destructive Category 4 hurricane that caused significant damage across parts of the southeastern United States, especially in North Florida, in late August 2023. It underwent rapid intensification, briefly becoming a Category 4 hurricane prior to making landfall in the Big Bend region of Florida at Category 3 strength on August 30. Idalia remained a hurricane as it moved through Northern Florida and crossed into Southeast Georgia.

Idalia caused significant damage to thousands of homes, businesses, and other infrastructure along its inland path, primarily in Florida, where winds and the resulting floodwaters were highest. Its storm surge was record-breaking from the Big Bend region south to Tampa Bay. Early estimates placed insured losses at $2.2–5 billion. DebrisTech deployed to eight Clients simultaneously within 24 hours of a Notice to Proceed, monitoring (to date) over 315k CY of debris, over 30k hazardous trees and limbs and deploying 289 field monitors to fully staff all projects.

DT204 - Jefferson County, FL - *36,900 CY* POC: Shannon Metty, County Manager, (850) 997-3083

DT205 - Crystal River, FL - *17,500 CY* POC: Douglas Baker, City Manager, (352) 795-4216

DT206 - Citrus County, FL - *39,900 CY* POC: James Sterling, Public Works, (352) 527-7610

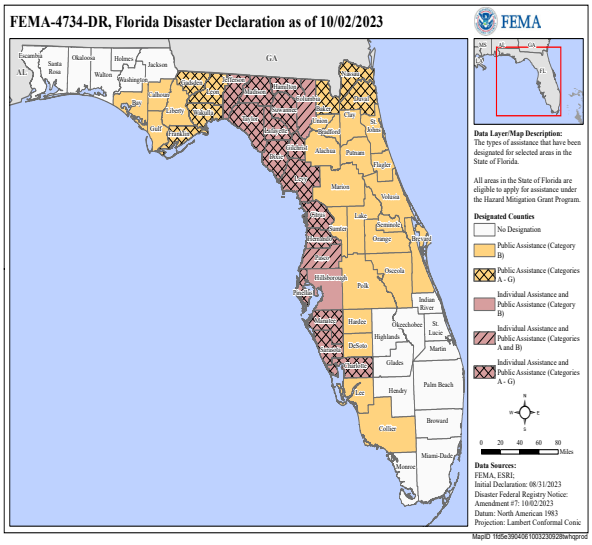
DT207 - Cedar Key, FL - *30,600 CY* POC: Heath Davis, Mayor, (352) 543-5132

DT208 - Brooks County, GA - *112,200 CY* POC: Jessica McKinney, County Manager, (229) 263-5561

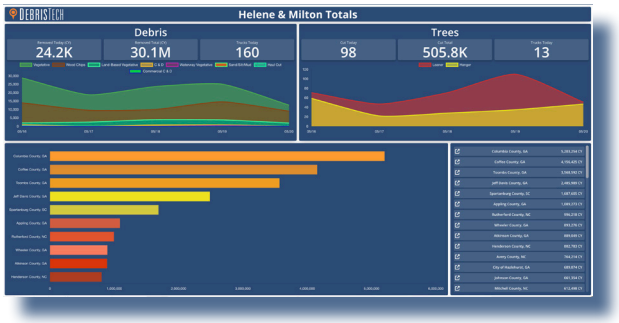
DT209 - Columbia County, FL - *52,700 CY* POC: David Kraus, County Manager, (386) 758-1005

DT211 - Yankeetown, FL - *7,800 CY* POC: William Ary, Town Manager, (352) 447-2511

DT212 - Clinch County, GA - *17,200 CY* POC: Jaclyn James, County Manager, (912) 487-2667



HURRICANE HELENE PROJECT HIGHLIGHTS



The following projects showcase the ability of DebrisTech to respond to scale and successfully execute multiple projects across several states. During Hurricanes Helene and Milton, DebrisTech had 67 projects running simultaneously, monitoring the removal of over 30 million cubic yards of debris.

CLIENT: COLUMBIA COUNTY, GA

CONTRACT VALUE: $7.5 million

PROJECT TYPES: ROW debris removal, hazardous tree removal, right-of-entry program

DATES: September 2024 - June 2025

PROJECT MANAGER: Tyler Williamson

POC: Shawn Granato, Emergency Management Director
sgranato@columbiacountyga.gov, 706-312-7229

DESCRIPTION: Columbia County, GA received a devastating amount of damage from Hurricane Helene. At its peak, this project saw over 100+ hauling units operating between 12 debris management sites. DebrisTech onboarded hundreds of monitors and documented the removal of over 5,200,000 cubic yards of debris, along with over 16,300 hazardous limbs and trees identified and documented for removal.



CLIENT: RUTHERFORD COUNTY, NC

CONTRACT VALUE: $4.7 million

PROJECT TYPES: ROW debris removal, hazardous tree removal, waterway debris removal, right-of-entry program, private property debris removal

DATES: September 2024 - November 2025

PROJECT MANAGER: Dennis Cruthirds

POC: Paula Roach, Finance Director for Rutherford County
paula.roach@rutherfordcountync.gov, 828-287-6348

DESCRIPTION: Rutherford County experienced devastation as Helene began to traverse into the Appalachian mountain range as a tropical storm, depositing record-breaking amounts of rainfall across western North Carolina. DebrisTech onboarded hundreds of monitors to document the removal of over 1,000,000 cubic yards of debris and over 100,000 hazardous limbs and trees removed, along with documenting the removal of debris from waterways and private property.

HURRICANE HELENE **PROJECT HIGHLIGHTS**

CLIENT: **SPARTANBURG COUNTY, SC**

CONTRACT VALUE: $5.7 million

PROJECT TYPES: ROW debris removal, hazardous tree removal, right-of-entry program

DATES: September 2024 - June 2025

PROJECT MANAGER: Chris Arthur

POC: **Travis Brown**, Public Works Director
travisbrown@spartanburgcounty.org, 864-595-5320

DESCRIPTION: Spartanburg County bore the full brunt of Helene's wrath as the hurricane tore through the western section of South Carolina. DebrisTech onboarded more than 500 monitors in Spartanburg County to scale up to the size of the debris removal process. DebrisTech monitored the removal of over 1,700,000 cubic yards of debris, along with over 40,000 hazardous limbs and trees documented.

CLIENT: **JEFFERSON COUNTY, FL**

CONTRACT VALUE: $1.3 million

PROJECT TYPES: ROW debris removal, hazardous tree removal, right-of-entry program

DATES: September 2024 - July 2025

PROJECT MANAGER: Sandra Austin

POC: **Shannon Metty**, County Manager
smetty@jeffersoncountyfl.gov, 850-997-3083

DESCRIPTION: Jefferson County received the initial burst of damage from Hurricane Helene as it made landfall in the Big Bend of Florida. DebrisTech responded within 24 hours and began to onboard hundreds of monitors. DebrisTech monitored the debris removal of over 480,000 cubic yards of debris, along with 8,696 hazardous limbs and trees that were documented from cradle-to-grave for the FEMA reimbursement process.

CLIENT: **TOOMBS COUNTY, GA**

CONTRACT VALUE: $8 million

PROJECT TYPES: ROW debris removal, hazardous tree removal, right-of-entry program, private property debris removal, waterway removal

DATES: September 2024 - April 2025

PROJECT MANAGER: John McNeese

POC: **John Jones**, County Manager
jjones.toombsco@bellsouth.net, 912-424-3856

DESCRIPTION: Toombs County experienced its most destructive natural disaster in history when Hurricane Helene tore through the entire county. DebrisTech partnered with Toombs County immediately following the storm for its debris removal documentation for its right-of-way, waterway, and private property debris removal program. DebrisTech monitored the removal of 3,600,000 cubic yards of debris along with 44,160 hazardous limbs and tree.

SERVICE TEAM

The executive staff serving the City of Destin will be:



Brooks Wallace, President
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-916-1113 (cell)
Email: brooks@debristech.com



Debra McCormick,
Chief Administrative Officer
Phone: 601-658-9598
Email: debra@debristech.com



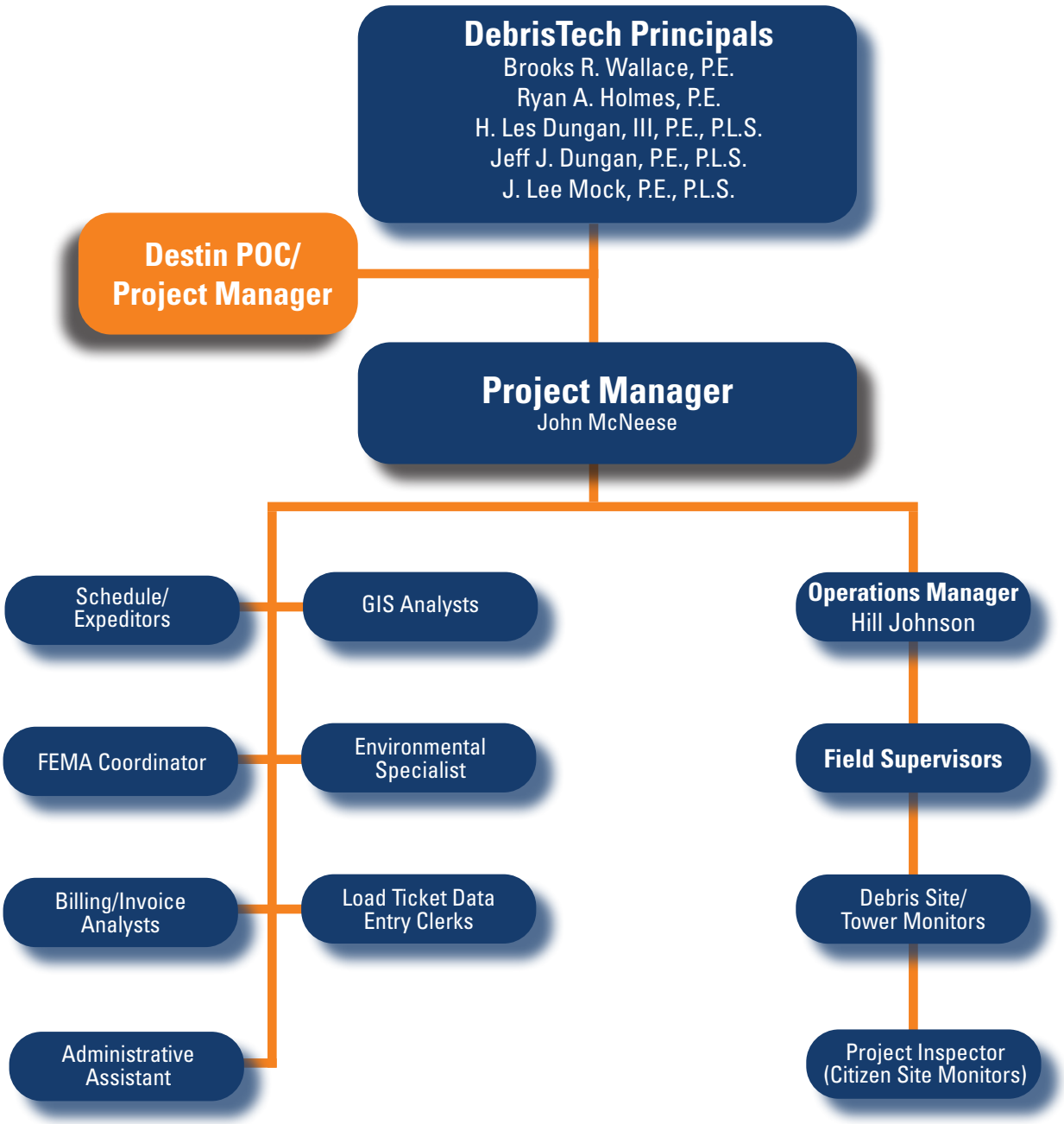
John McNeese,
Executive VP &
Project Manager
Phone: 601-658-9598
Email: jmcneese@
debristech.com



Buck Dickinson, Florida Client Manager and Public Assistance Director
335 N. Monroe St., Tallahassee FL, 32301
Phone: 601-658-9598
Email: bdickinson@debristech.com
Role: Emergency Management Planning & Training and Public Assistance Consulting Services

Resumes for all Executive Staff are provided as a part of the Appendix. The approach DebrisTech would take in providing services to the City of Destin is provided in Tab E - Proposal Approach. Daily reports will be sent to the City throughout the life of the project, and weekly in-person meetings with key stakeholders is typical for debris monitoring projects, although DebrisTech is flexible to the frequency that best meets the needs of the City of Destin.

ORGANIZATIONAL **STRUCTURE**



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per seven Monitors, and one Project Manager and Operations Manager per project activation. The overall staffing numbers will be adjusted on a weekly basis to adjust to the size and scale of the operation.

Emergency Management Planning & Training and Public Assistance Consulting Services will be provided by Buck Dickinson, Florida Client Manager and Public Assistance Director.

AVAILABLE **STAFF**

MANAGEMENT TEAM

In the event of a contract activation, DebrisTech has a large and highly-trained Management Team available for immediate deployment. The Experience Matrix on the following pages details our extensive experience.

Principals
Brooks Wallace
Jeff Dungan
Ryan Holmes
Lee Mock
Les Dungan

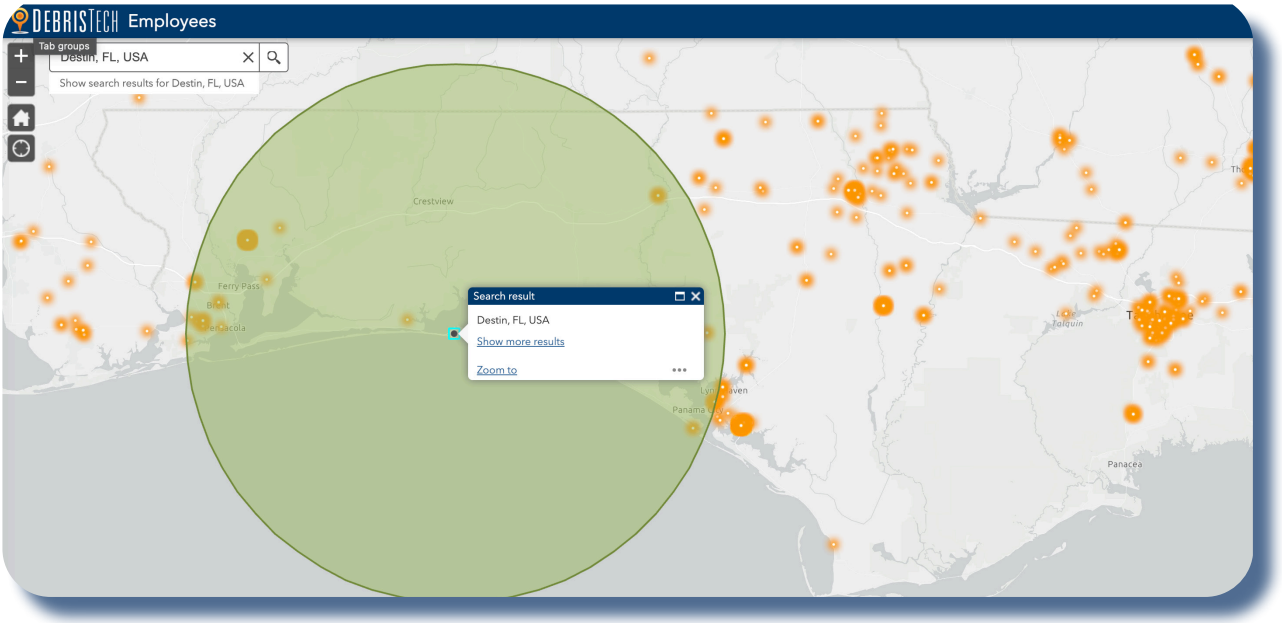
Regional Managers
John McNeese
Dennis Cruthirds
Tyler Williamson
Buck Dickinson

Project Managers
Ivan Ramos
Robert Ellis
William Harrison
Sandra Austin
Josh Daffern
Heath Johnson
Kelly Copp
Bobby Odom
Hill Johnson
Tracey Jordan
Chris Arthur

Operations Managers
Leslie Carmadelle
Hayden Bryant
Abbie Cruthirds
Hunter Austin
Jason Harrison
Will Jordan
Kayla Ulmer
Dalton Cruthirds
Joseph Genarella
Brandy Hedgman
Rianna Stryjewski
Angelia Cruthirds

NEARBY TRAINED PERSONNEL

Additionally, DebrisTech has **76** trained debris monitors within a 50 mile radius of Destin, FL, available for deployment upon a Notice to Proceed. DebrisTech hires and trains local to the client, reducing our project costs and keeping contract funds in the local economy.



POSITION **DESCRIPTIONS**

Project Manager:

The Project Manager will serve as DebrisTech's primary point of contact for the project. This position will direct the activities of all DebrisTech staff and will work directly with the Debris Removal Project Management Team and the Debris Removal Contractors to ensure a smooth and efficient operation. The Project Manager will be involved in all aspects of the operations and its operation. The Project Manager reports directly to the City Project Manager and President of the Company.

Operation Manager:

Operation Managers will be assigned to each zone to coordinate field operations across the island. Operation Managers provide training and technical support to the Field Supervisors and Debris Site and Tower Monitors. They are also responsible for reviewing and approving clock in and clock out records for all field employees in their corresponding zones. The Operation Managers work closely with the Debris Removal Contractors to make sure that there are sufficient monitors in each area to help ensure an efficient operation. They also check in and certify the Contractors' equipment when new equipment is added to the project. The Operations Managers report directly to the Project Manager.

Field Supervisors:

Field Supervisors will be assigned to manage the Debris Site Monitors and Tower Monitors. A Field Supervisor typically supervises 8-10 monitors. Field Supervisors assist in assigning monitors to contract haulers, assist in tracking the daily collection progress, and track the daily count of monitors necessary to meet the contract hauler's demands. Field Supervisors also provide daily collection status reports to the Operations Manager and will fill in as a Debris Site or Tower Monitor if needed. Field Supervisors report directly to their assigned Operations Manager.

Debris Site/Tower Monitors:

Debris Site Monitors are trained to follow each contract hauler as debris is collected throughout the project area. The Monitor is assigned to the hauler(s) and given certain locations to collect either vegetation or C&D debris, or document the removal of hazardous trees and limbs. The Monitor must record the time, location and sign the electronic load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Field Supervisors

POSITION DESCRIPTIONS

for corrective action. Debris Site Monitors report directly to their assigned Field Supervisor.

Tower Monitors are trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. Tower Monitors must certify the percentage of load and sign off on the electronic load ticket for the cubic yard quantity or weight to be FEMA reimbursable. Tower Monitors report directly to their assigned Field Supervisor.

Project Inspector (Citizen Site Monitors):

Project Inspectors remain at a designated location provided by the City and monitor debris being dropped off directly by residents. Project Inspectors help verify that debris is being dropped off by verified residents of the City/County. Project Inspectors will also write load tickets for debris removal from the site, similar to Debris Site Monitors.

GIS Analysts:

GIS Analyst/Data Managers are responsible for reviewing the ticket data that is being submitted by the monitors each day. The Data Mangers make contact with the Monitors, Field Supervisors, or Operations Managers when ticket issues are identified and work with the field staff to get the issues corrected, in real time. The Data Mangers report directly to the Project Manager.

Environmental Specialist:

Environmental Specialists are utilized in environmentally sensitive areas to locate, identify and document any protected, threatened or endangered species that may exist in the project area. They are also assisting with the environmental permitting process for the debris disposal sites and tree removal and trimming permits. The Environmental Specialist personnel report directly to their assigned Operations Manager.

SUBCONTRACTING **PLAN**

For the City of Destin, DebrisTech doesn't currently foresee the need to subcontract any of the services in the current scope of work, however if at the time of event, there are any emerging requirements outside the current scope of wor that the City of Destin directs DebrisTech to engage, and if we lack the necessary skillset or service offering, DebrisTech will seek to subcontract that work, with the approval of the City of Destin. In addition, DebrisTech will fully comply with the subcontracting plan as directed in the RFP requirement.

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our Clients. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate service providers for specific projects.

As an example, DebrisTech has a strategic partnership with RMK Consulting, LLC in Florida.



State of Florida

Woman & Minority Business Certification

RMK Consulting LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/22/2025 to 09/22/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

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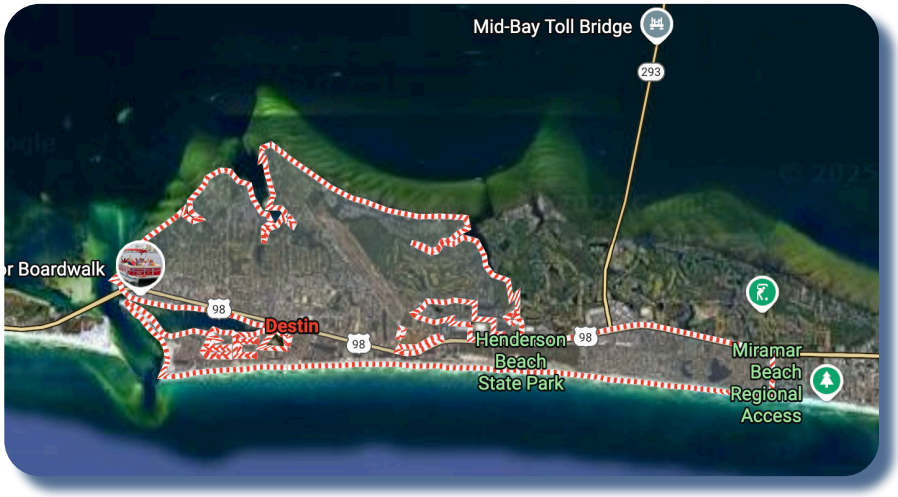
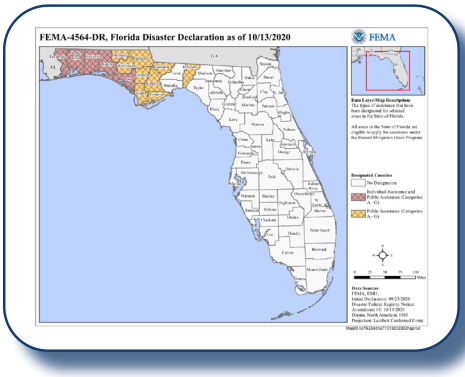
DISASTER **RESPONSE**

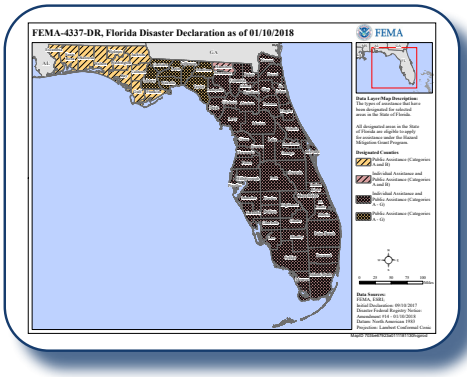
The City of Destin is located within Okaloosa County and comprises 7.66 square miles. Its population (2020) is 13,931. Over the past several years, **Destin** has been impacted by several natural disasters, including threats from flooding and hurricanes.



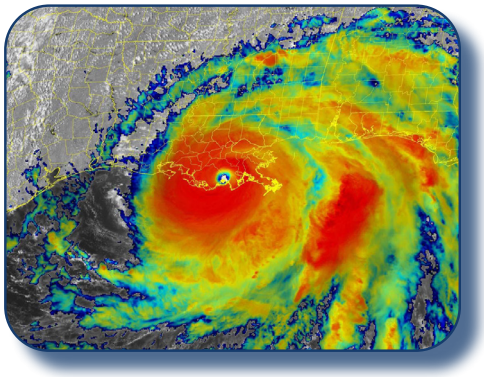
Hurricane Sally
DR-4564-FL (2020)



Hurricane Irma
DR-4337-FL (2017)



Future Threat:
Hurricane



Using a Debris Management Plan adopted by **the City of Destin,** DebrisTech proposes to implement its decades of expertise to assist you through all phases of a natural disaster. We will use a Category 3 Storm as an example scenario for timeline Phases 1 through 4 on the following pages.

PHASE 1: PREPARED READINESS (Pre-Event to Incident)

PHASE 2: IMMEDIATE RESPONSE (Day 0 to Response End)

PHASE 3: SUSTAINED RESPONSE (72 hrs to Debris Operations End)

PHASE 4: DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

TIMELINE PHASES

Disaster Phases	Pre-Event to Incident	0-72 hrs	72 hrs to Debris Operations End	Post Debris Operations
PREPARED READINESS				
IMMEDIATE RESPONSE				
SUSTAINED RESPONSE				
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY				

PREPARED READINESS (Pre-Event to Incident)

Normal Operations

- Maintain pre-event contract packets
- Logistics team maintains debris monitoring support equipment
- Administration team monitors Federal/State/Local guidelines to ensure regulatory changes are incorporated in debris monitoring processes and procedures

Elevated Threat

- DebrisTech notifies key personnel to be prepared to deploy within 24 hours of activation
- Closely monitor potential area of impact and type of potential event

Credible Threat

- Contact Client point of contact informing them that DebrisTech is prepared to deploy if needed
- Mobilize Project Management Team to safe location that is near the potential area of impact
- Contact previously hired monitors who live in the impacted and surrounding areas and placing on stand-by

TIMELINE **PHASES**

DEBRISTECH QA/QC

PREPARED READINESS Quality Assurance/Quality Control

Starting well before any event occurs, DebrisTech's Administrative Team stays engaged with policy makers by attending trainings at conferences and by being active members in organizations such as Disaster Recovery Coalition of America (DRCA). DebrisTech stays ahead of all policy changes through these engagements.

DebrisTech's Administrative Team is available to meet with Clients in-person or virtually for pre-season training events to ensure the Client's Emergency Management Team is prepared for potential disasters.

IMMEDIATE RESPONSE (Day 0 to Debris Operations End)

Immediate Response Team Arrives – First 24 to 48 hrs (depending on level of impact)

- Project Management Team to perform administrative tasks:
  - Notice to proceed
  - Consulting on emergency procurement (if needed)
  - Consult on Client's force account debris operations to ensure compliance with reimbursement requirements
- Operations Team:
  - Set up Mobile Command Unit
  - Activate pre-hired monitors to area of response
  - Monitor first-push road clearing debris operations (if needed)

Project Startup – 48 hrs to 72 hrs

- Project Management assists/consults with Client for:
  - Estimating debris quantities
  - Identifying areas of impact
  - Debris Management Site activation/authorization
  - Coordinating with Debris Removal Contractors to determine staffing needs

TIMELINE PHASES

- Operations Team:
  - Advertising for local hiring
  - Training new hires
  - Certifying truck capacity, placarding trucks, and registering trucks in ADMS
  - Ensure debris management site is compliant with Local/State/Federal regulations
  - Begin monitoring right-of-way debris removal operations

DEBRISTECH QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control

DebrisTech's ADMS system includes QA/QC in each process step. This reduces the potential for human error in any step that can rely on automation. There are many processes that cannot be automated and allowing team members to focus exclusively on these steps increases efficiency.

DebrisTech's Truck Certification Software was custom designed to allow truck certifications to be quickly measured, data entered, volumes calculated and placards affixed to each truck. Calculations are performed within the system which removes the possibility of calculation errors. Trucks are randomly re-certified throughout operations. DebrisTech's ADMS system will not allow for new trucks to be brought into operations without the truck certification process.

*DebrisTech deploys **DT360** vehicles to every job to capture a visual baseline of the impacted area. This footage is captured exclusively for QA/QC purposes and can be referenced for a variety of uses.*

SUSTAINED RESPONSE (72 hrs to Response End)

Project Management

- Ensures daily debris reports are received by client representatives and contracted debris removal contractor management
- Assists with expedited project worksheet development (if needed)
- Ensures number of debris monitors is appropriate to the number of debris trucks, tree crews, and private property debris removal (PPDR) teams

TIMELINE **PHASES**

- Coordinates with Client and Debris Removal Contractors on different potential debris operations:
  - ROW Debris
  - Leaner/Hanger/Stump removal
  - Private Roads ROW Debris – Non-gated and open to public
  - Private Roads ROW Debris – Gated, Restricted Access, or infrequently used road.
  - PPDR
  - Waterway debris removal
- Ensures accurate and timely invoices are produced and submitted to Client representative

Operations Team

- Ensures safety compliance through daily safety briefing
- Maintains operational control of debris monitoring by:
  - Ensuring monitors are knowledgeable of debris regulation and guidance
  - Managing daily schedules to prevent burn-out
  - Clearly communicating operational changes to all debris monitors
  - Ensures quality of debris tickets through daily ticket reviews
- Communicates daily activities to Project Management

DEBRISTECH QA/QC

SUSTAINED RESPONSE Quality Assurance/Quality Control

DebrisTech iPads capture location by GPS and correlate the GPS location to the address, eliminating the need for monitors to manually type in this data. Images are taken of every debris load at pickup, entry and exit of Debris Management Sites to ensure eligibility. Images are captured of every hazardous limb, hazardous tree, along with measurements to ensure accuracy for invoicing and reimbursement. Project Managers review load tickets in real-time to provide immediate feedback to field monitors which can include field monitors having to recapture images.

Because DebrisTech maintains real-time ticket reviews, this allows every debris ticket to be reconciled at the close of business daily. DebrisTech Project Managers reconcile every ticket with Debris Removal Contractors prior to the Daily Reports going out each evening. Daily reconciliation identifies potential reimbursement issues before they become a costly error.

TIMELINE **PHASES**

DEBRISTECH QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control *(continued)*

DebrisTech's Administrative Team reviews Debris Removal invoices and provides recommended payment to each Client. Since data is reconciled daily accurate invoices are developed in a timely manner.

DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

Project Management

- Debris Management Site closeout and reclamation
- Assist client with after-action-reports
- Maintain administrative support for Project Worksheet development, obligation, payment, and closeout

DEBRISTECH QA/QC

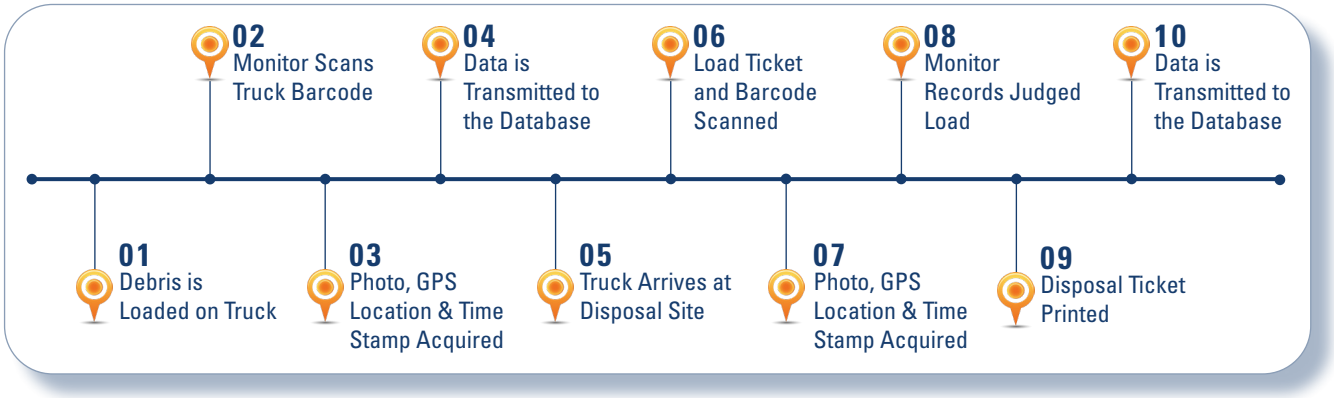
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY
Quality Assurance/Quality Control

DebrisTech field operations end when debris operations conclude but DebrisTech's Administrative Team stays in close contact with every Client through every step of the reimbursement process. DebrisTech also performs project After Action Reviews with each Client to ensure a continual improvement of processes and procedures.

AUTOMATED DEBRIS MANAGEMENT SYSTEM



The proprietary DebrisTech ADMS offers real-time access to all aspects of debris removal operations via the DebrisTech database. Debris removal monitors, equipped with our tracking devices, maintain a bulletproof digital record from cradle to grave that serves as a cornerstone of our comprehensive quality assurance and control program. DebrisTech's ADMS data enables the debris management team to monitor the whereabouts and progress of debris removal crews, keep tabs on the type and quantity of collected debris, and thoroughly document loading and disposal details, including location, time, date, contractor, personnel, and equipment utilized. Furthermore, DebrisTech's system can grant agencies like FEMA or the Inspector General immediate access to this information. This access enables auditors to initiate their tasks promptly, leading to *faster reimbursement and recovery processes*. Our unwavering commitment to quality is embedded in every layer of the ADMS, ensuring transparent, accountable, and meticulously documented debris management at every stage.



Through its wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary ADMS software.

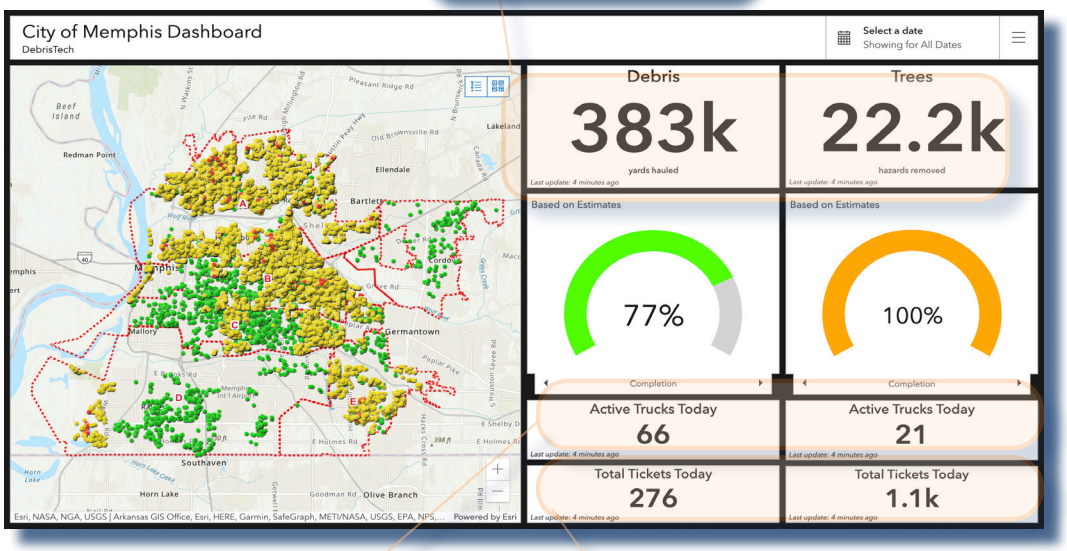
At NO additional cost, DebrisTech will customize reports to fit the needs of Clients. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. All of DebrisTech's data can be ingested via ESRI's GIS platform as feature services. This includes load locations, drop off locations, tree locations/ pictures, recent truck locations, debris quantities, etc. DebrisTech hosts it ourselves on our own ArcGIS Enterprise server and it has live access that updates every 15 minutes. DebrisTech can also give direct API access to our database platforms upon request.



SAMPLE REPORTS

Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

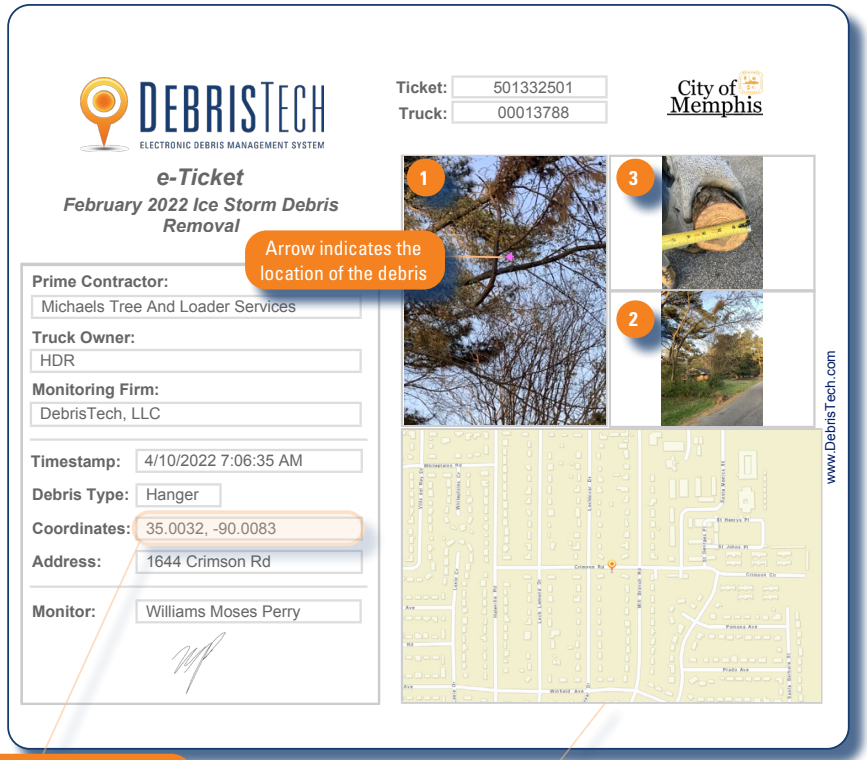
Green Dots - Vegetative Debris
Yellow Dots - Hangers
Red Dots - Leaners



Up-to-date totals of total CY of debris hauled and tree hazards removed

Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors



Arrow indicates the location of the debris

Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/ Leaner ticket: 1). Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

SAMPLE REPORTS

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)

2). Load call when the truck enters the disposal site to document the percentage full

3). Validation that the truck disposes of the entire load and leaves the disposal site empty

DEBRISTECH e-Ticket
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

001206810

Truck Nums: 00009113

ROE Numbers:

Project: December 2021 Tornado Debris Removal
Sub: County Waste
Prime: Ashbritt
Owner: County waste

Contract:
Zone: Dawson Springs
Road: CS-2011
Debris Type: C & D
% Full: 75
Capacity (CY): 74
Pay (CY): 55.5

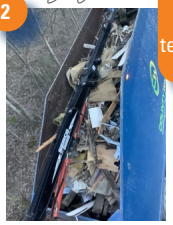
	Load Info	Transit Time	Measurement Info	Haul(d)*	Haul(r)*	Disposal Info
		14:32		6.2	8.4	
Time:	16:30:28		7:02:36			7:25:23
Date:	3/15/22		3/16/22			3/16/22
Loc:	37.1683, -87.6956		37.1708, -87.5827			37.1708, -87.5828
Site ID:			RIAFDS			RIAFDS
Mon:	Joseph James Gray		Jacob Michael Todd			CHRISTOPHER ALLEN

1



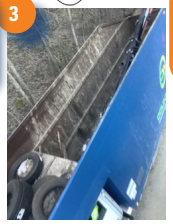
Customizable zones as defined by the Client

2



Site ID indicates temporary or final disposal site

3



Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government
Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC
Monitoring Firm: DebrisTech, LLC
Total Work Days To Date: 64
Total Days into Contract Period: 67

Production Data

			Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production:	5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production:	19,487.3	9.9

Debris Quantity Summary - Right of Way

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items

	Today	To Date		Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222
Leaning Trees (13"-23"):	0	32	Stumps:	0	0
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0
Hanging Limbs:	0	1,844	Separation Crew:	0	0
			Consolidation Crew:	0	0

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quanties.

www.DebrisTech.com

Total active trucks on that date

Daily load total

Daily total of debris removed

Cumulative total of debris removed

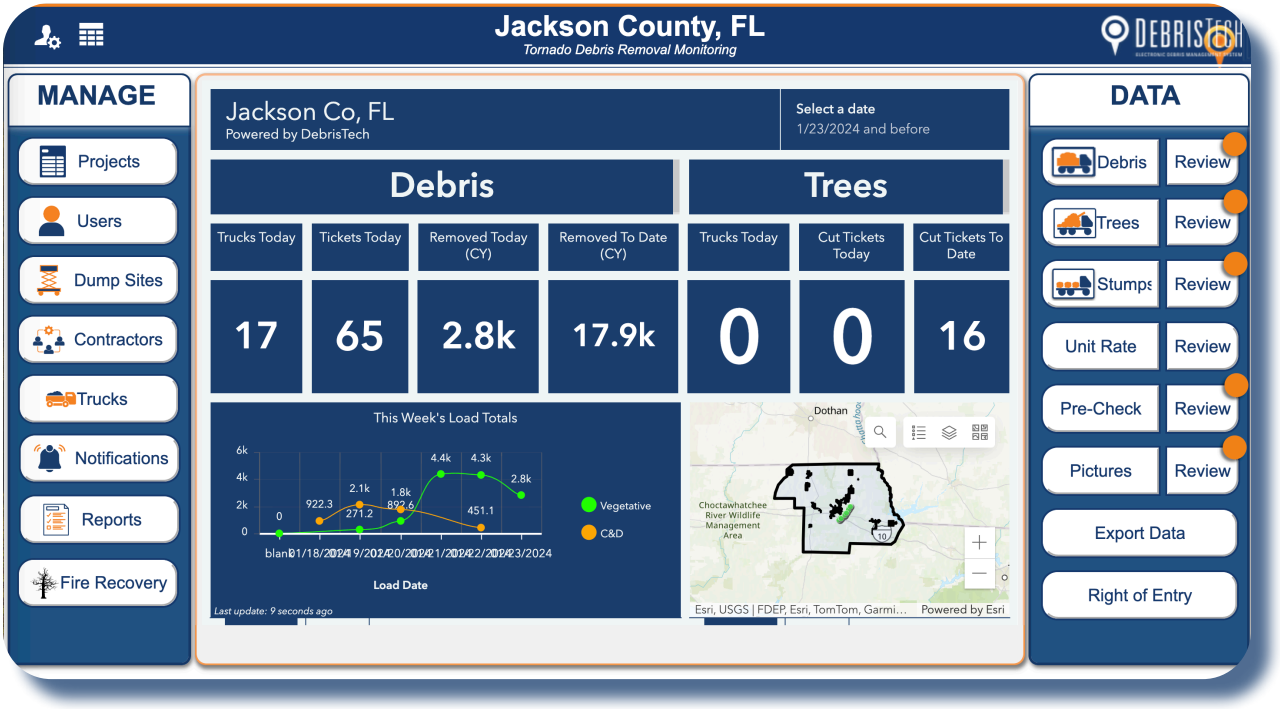
DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.

REAL-TIME DATA

Real-Time Data

The DebrisTech Automated Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The

SCALABILITY

Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains a minimum of 1000 devices.

Paper Tickets Not Necessary



The DebrisTech ADMS is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

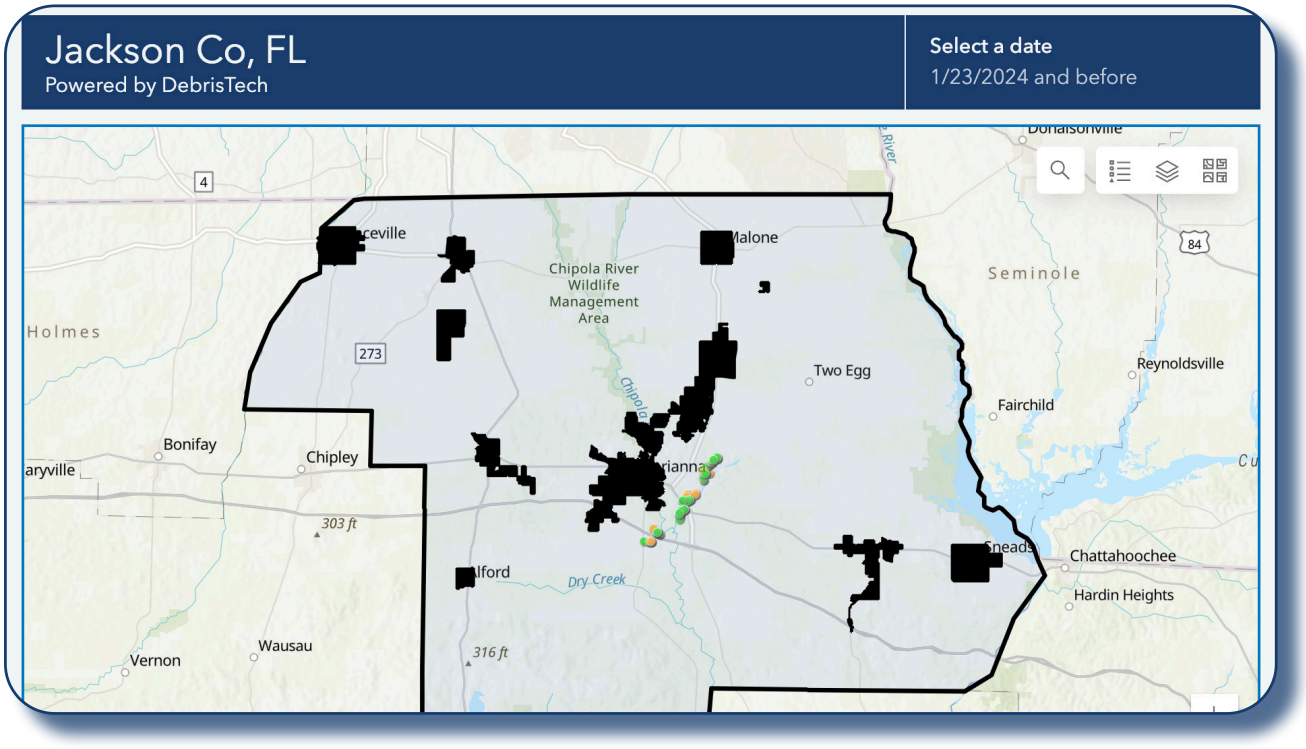
GIS FEATURES

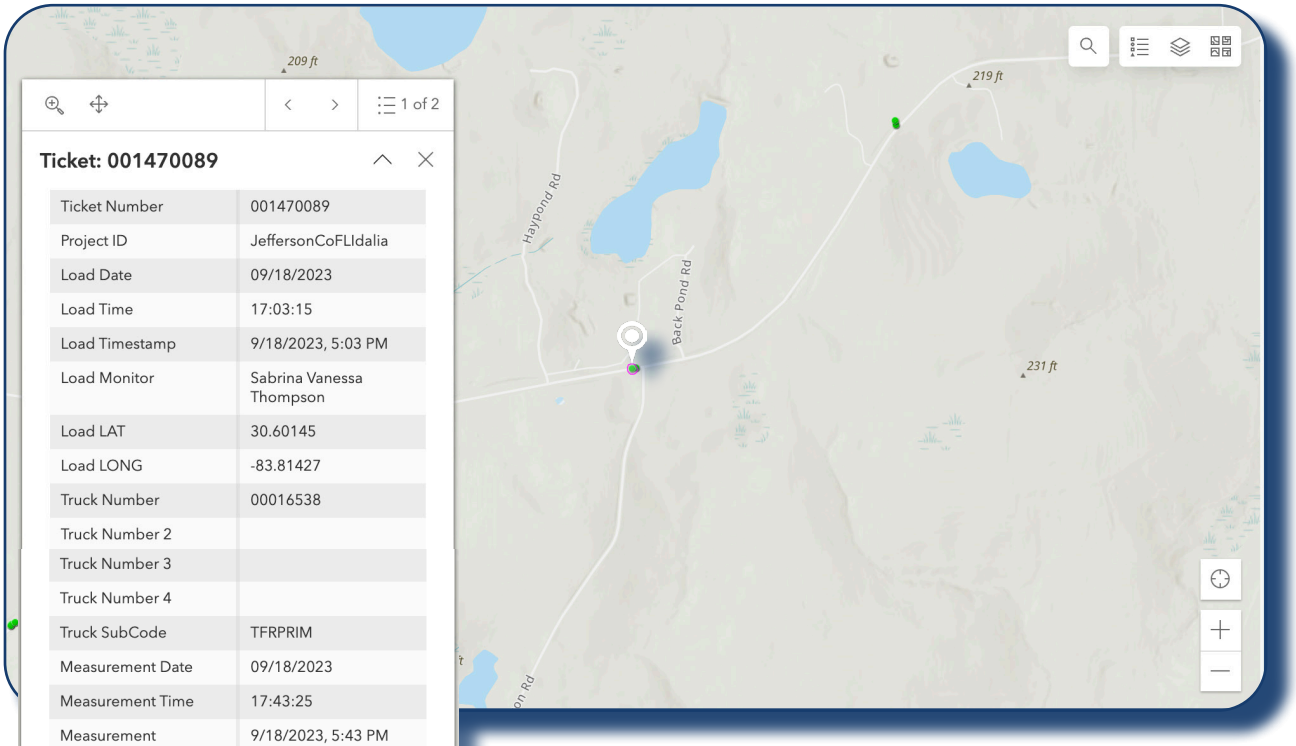
The DebrisTech ADMS provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

In the example below, Jackson County, FL is eligible for debris pickup while the individual cities within the County are excluded. Through DebrisTech's GIS capabilities, debris monitors would be unable to produce a load ticket within the excluded entities or outside of the Jackson County limits.



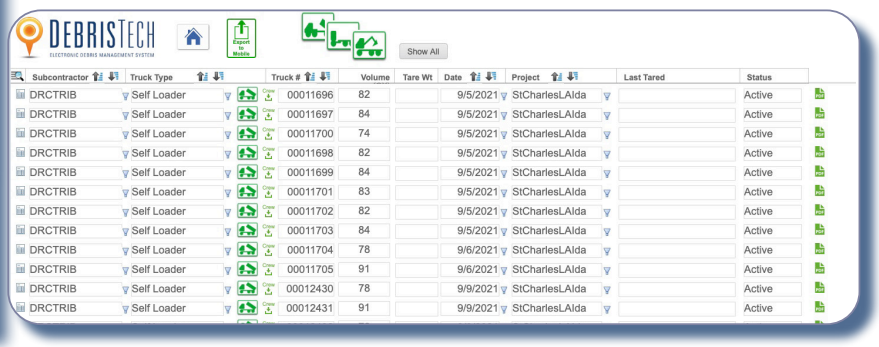


Ticket Number	001470089
Project ID	JeffersonCoFLIdalia
Load Date	09/18/2023
Load Time	17:03:15
Load Timestamp	9/18/2023, 5:03 PM
Load Monitor	Sabrina Vanessa Thompson
Load LAT	30.60145
Load LONG	-83.81427
Truck Number	00016538
Truck Number 2	
Truck Number 3	
Truck Number 4	
Truck SubCode	TFRPRIM
Measurement Date	09/18/2023
Measurement Time	17:43:25
Measurement Timestamp	9/18/2023, 5:43 PM
Measurement Monitor	
Measurement Site ID	GOLDMS
Measurement LAT	30.55652
Measurement LONG	-83.85581
Debris Type	Vegetative
Percent Full	60
Truck Capacity	82
Pay Volume	49.2
Truck Tare Weight	
Truck Gross Weight	
Pay Weight	
Disposal Date	09/18/2023
Disposal Time	17:56:13
Disposal Monitor	Jazmine V Watkins
Disposal Site ID	GOLDMS
Disposal LAT	30.55654
Disposal LONG	-83.85583
Contract	
Parcel Address	
Parcel Number	
ROE Number	
Road Ownership	County
Road Shape Name	DILLS RD
Street Number	
Street	Dills Rd
Zone Number	1
Zone Name	Jefferson County
Haul Distance	4.0
Haul Distance by Route	4.7

Every load ticket created through DebrisTech's ADMS has detailed information captured, including load, measurement and disposal information, allowing the Client to track every debris load in real-time from cradle-to-grave with pinpoint accuracy.

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in DebrisTech's ADMS system.

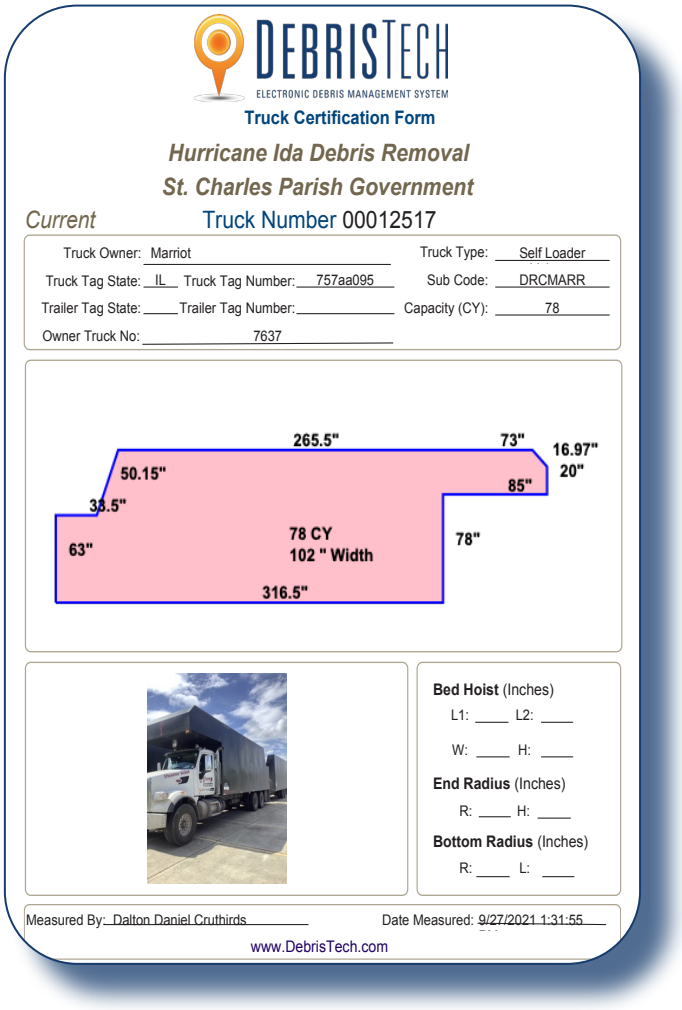


Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRIB	Self Loader	00011696	82		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011697	84		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011700	74		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011698	82		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011699	84		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011701	83		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011702	82		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011703	84		9/5/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011704	78		9/6/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00011705	91		9/6/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00012430	78		9/9/2021	StCharlesLAIda		Active
DRCTRIB	Self Loader	00012431	91		9/9/2021	StCharlesLAIda		Active

VEHICLE REGISTRATION

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech ADMS automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.


DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Certification Form
Hurricane Ida Debris Removal
St. Charles Parish Government
Current Truck Number 00012517
Truck Owner: Marriot
Truck Type: Self Loader
Truck Tag State: IL Truck Tag Number: 757aa095
Sub Code: DRCMARR
Trailer Tag State: Trailer Tag Number:
Capacity (CY): 78
Owner Truck No: 7637
265.5"
73"
16.97"
20"
50.15"
85"
33.5"
78 CY
102 " Width
63"
78"
316.5"
Bed Hoist (Inches)
L1: L2:
W: H:
End Radius (Inches)
R: H:
Bottom Radius (Inches)
R: L:
Measured By: Dalton Daniel Cruthirds
Date Measured: 9/27/2021 1:31:55
www.DebrisTech.com

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Each ticket has its barcode scanned using specially configured iPads. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

AVAILABLE **RESOURCES**

As waterway monitoring projects require a specialized amount of equipment to document and transport monitors to typically inaccessible locations, DebrisTech has acquired a fleet of specialized vehicles designed to monitor any debris removal, anywhere.



HELICOPTER

DebrisTech's Bell 206-L3 is equipped with aerial video and image capturing systems. It uses a stabilized gymbal system to provide high quality video and images. DebrisTech can also attach our aerial LiDAR and imaging system to the aircraft to capture high density point clouds and 3D models.



SHERP

DebrisTech's Argo Sherp Pro XT is used to move monitors and supervisors in and out of difficult terrain. This high end all-terrain vehicle can also be outfitted with DT360 cameras and LiDAR to capture data in difficult terrain.



SIDE-BY-SIDES

Various Kubota gas and diesel side-by-sides are owned and utilized by DebrisTech for 360 data imagery and LiDAR collection. These offroad vehicles are also used to transport people and monitors to difficult to reach places for debris monitoring.



ARGOS

DebrisTech owns and operates several Argo Frontiers, allowing people and monitors to access any type of terrain environment, both land and water, to ensure accurate debris removal monitoring and documentation.

DEPLOYABLE **EQUIPMENT**

DebrisTech, LLC is solely focused on providing its clients across the United States with a personalized and professional debris monitoring solution utilizing the following resources:

Mobile Command Units
DebrisTech's multiple state-of-the-art mobile command offices are deployed immediately and are fully functional to meet the needs of the Client. These units are equipped with solar panels, generators, water, Starlinks, restrooms, sleeping quarters, printers, computers, and stocked with pre-printed tickets, tags, and truck placards.

Mobile Fuel and Water Storage Units
With mobile fuel trailers and water storage units, DebrisTech has the capacity to remain completely self-sufficient for the duration of the project to ensure continuity of service to the Client.

Staffing
DebrisTech has partnered with local resources, as well as a W/MBE staffing company, to provide employees for the Client's activation. In addition to the local hires, DebrisTech has proven it can activate more than 500+ employees on a single project.

Drones and Cameras
DebrisTech has cutting edge technology and offers drones and 360° cameras to document road conditions, maintenance, debris estimates, close-out, and other needs of the Client. With the 360 camera, DebrisTech can build a web-based street viewer and share a feature service with the Client. DebrisTech captures and maps all data in real-time and hosts in an industry standard platform. A GIS team will also be dedicated to the Client's project.

Equipment, Software, and Supplies
All equipment, software, and supplies are owned and maintained by the company. DebrisTech keeps 1000+ iPads in stock and ready to deploy in travel-ready cases. The company has an agreement with Apple Business which enables new devices to be shipped within 2 days. Each device comes ready to be deployed with its own designated data plan on AT&T or Verizon Wireless. All tickets and tags are pre-printed and created in-house with an excess of 100,000+ in stock.

Company Fleet
DebrisTech owns a fleet of 4x4 vehicles ready to deploy and assist the Client, if activated. Each vehicle is equipped with a Starlink and supply cases to meets the needs of any activation.

Since its founding in 2010, DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications. DebrisTech is prepared to deploy as many resources as needed to meet the demand of any project required by the Client.

MOBILE **CAPACITY**

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution with hundreds of full-time team members.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. Our primary office is located in Picayune, MS, but our mobile command trailers allow us to fully deploy anywhere within the United States.





DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. Click this link or scan the QR code to see sample **DT360** footage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
16 Thompson Park
Hattiesburg MS 39401

CONTACT NAME: Sawyer Hudson
PHONE (A/C, No, Ext): 601-554-7336 **FAX (A/C, No):**
E-MAIL ADDRESS: sawyer_hudson@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Spinnaker Insurance Company	24376
INSURER D : Everspan Indemnity Insurance Company	16882
INSURER E :	
INSURER F :	

INSURED DEBRINC-01
DebrisTech, LLC
923 Goodyear Blvd
Picayune MS 39466

COVERAGES **CERTIFICATE NUMBER:** 746729039 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	MWZY31808625	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 400,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	MWTB31808725	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	XLS2007039	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC31808525	5/1/2025	5/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Internet/Cyber Liability Professional/Pollution Liability			FLYCB1HTFR5DG5004 AAEP001006251	12/22/2024 5/1/2025	12/22/2025 5/1/2026	Cyber Aggregate Prof Per Claim / Agg	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S), ANY PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT
General Liability:
Blanket Additional Insured (Form CG2010 1219 & CG2037 1219) coverage provided applying on a primary and non-contributory basis (Form CG2001 1219), Blanket Waiver of Subrogation (Form CG2453 1219)
Liability assumed in an "Insured Contract" as defined by Coverage Form CG0001 0413
Per Project General Aggregate Limit (Up to $5,000,000) CG2503 0509 & IL10 1206
30 Day Notice of Cancellation Endorsement
See Attached...

CERTIFICATE HOLDER

City of Destin (For Bidding Purposes Only)
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: DEBRINC-01
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED DebrisTech, LLC 923 Goodyear Blvd Picayune MS 39466
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Automobile Liability:
Blanket Additional Insured (Form CA2001 1120) coverage provided on a Primary & Non-Contributory basis
Blanket Waiver of Subrogation (Form CA0443 1120)
30 Day Notice of Cancellation Endorsement

Workers Compensation:
Blanket Waiver of Subrogation (Form WC000313)
30 Day Notice of Cancellation Endorsement

Umbrella:
Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (Workers Compensation)

Professional (Errors & Omissions) Liability - Claims Made Form
*Includes Pollution Liability
Deductible: $75,000 Each Claim / $225,000 Aggregate
Retroactive Date: Full Prior Acts

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APPENDIX

DEBRISTECH

BROOKS WALLACE

PRESIDENT

brooks@debristech.com



DEBRISTECH

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns. Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

EXPERIENCE

2010 - Present DebrisTech, LLC	President Founder/Creator
2002-Present Dungan Engineering, P.A.	Principal Engineer

EDUCATION

University of Mississippi	Bachelor of Science Civil Engineering

RECENT DISASTERS

2025 - DR-4879-TX Floods
2025 - DR-4880-MI Severe Winter Storm
2025 - DR-4877-MO Tornadoes
2024 - DR-4830-GA Hurricane Helene
2024 - DR-4829-SC Hurricane Helene
2024 - DR-4828-FL Hurricane Helene
2024 - DR-4827-NC Hurricane Helene
2023 - DR-4724-HI Maui Wildfires
2023 - DR-4734-FL Hurricane Idalia
2022 - DR-4655-MT Flooding

NOTABLE ACCOMPLISHMENTS

- Created DebrisTech's proprietary Automated Debris Management System that provides real-time data for real-time recovery
- Custom-designed the Emergency Operations Supply Tracking (EOST) system for the state of Mississippi to track hundreds of millions of dollars of COVID-19 supplies
- Developed DT360+, 360° right-of-way mapping technology through ground and air photographic, video and LiDAR documentation

DEBRISTECH



JOHN MCNEESE

EXECUTIVE VICE PRESIDENT

jmcneese@debristech.com

RECENT DISASTERS

2025 - DR-4879-TX Floods
2025 - DR-4880-MI Severe Winter Storm
2025 - DR-4877-MO Tornadoes
2024 - DR-4830-GA Hurricane Helene
2023 - DR-4738-GA Hurricane Idalia
2023 - DR-4734-FL Hurricane Idalia
2023 - DR-4698-AR Tornadoes
2022 - DR-4655-MT Flooding
2022 - DR-4637-TN Tornadoes
2021 - DR-4630-KY Tornadoes

PROJECT ACCOMPLISHMENTS

- Served as Project Manager in Panama City Beach, FL and Bay County, FL following Hurricane Michael (2018), supervising over 500 employees
- Served as Project Manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and over 100 million dollars in debris removal costs
- Served as Senior Project Manager for DebrisTech's Georgia projects following Hurricane Helene, documenting over 21,000,000 CY across 20 projects simultaneously

John McNeese is an Executive Vice President and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, OK following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

EXPERIENCE

2012 - Present DebrisTech, LLC	Executive Vice President Project Manager
2011-2012 Wallace Environmental	Project Manager
2010 TL Wallace Construction	Project Manager

EDUCATION

University of Mississippi	Bachelor of Science University Studies

DENNIS CRUTHIRDS

EXECUTIVE VICE PRESIDENT

dennis@debristech.com



DebrisTech

Dennis Cruthirds is an Executive Vice President with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Dennis has 16 years of experience in construction material testing and 20 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Dennis has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

EXPERIENCE

2012 - Present DebrisTech, LLC	Executive Vice President Project Manager Operations Manager Data Manager
2005-2018 Dungan Engineering, P.A. Construction	CMT Lab Manager CMT Inspector Operations Manager Field Supervisor

TRAINING

Emergency Management Institute - FEMA Certified IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS.00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

RECENT DISASTERS

2025 - DR-4827-NC Hurricane Helene
2024 - DR-4788-AR Tornadoes
2024 - DR-4804-KY Tornadoes
2023 - DR-4734-FL Hurricane Idalia
2023 - DR-4727-MS Tornado
2023 - DR-4702-KY Straight-Line Winds
2022 - DR-4637-TN Tornadoes
2021 - DR-4630-KY Tornadoes
2021 - DR-4626-MS Hurricane Ida
2021 - DR-4618-PA Hurricane Ida

NOTABLE ACCOMPLISHMENTS

- Oversaw debris removal monitoring in Pearl River County, MS following Hurricane Katrina in 2005
- Project Manager for Moore, Oklahoma tornado disaster debris removal in 2012 following their devastating EF-5 tornado
- Served as Senior Project Manager for all debris monitoring projects in North Carolina following Hurricane Helene, onboarding over 1,700 debris monitors to document more than 5,000,000 CY of debris removal across 25 projects simultaneously

DEBRISTECH



TYLER WILLIAMSON

EXECUTIVE VICE PRESIDENT

twilliamson@debristech.com

RECENT DISASTERS

2025 - DR-4880-MI Severe Winter Storm
2024 - DR-4841-VI Tropical Storm Ernesto
2024 - DR-4834-FL Hurricane Milton
2024 - DR-4828-FL Hurricane Helene
2023 - DR-4724-HI Maui Wildfires
2023 - DR-4734-FL Hurricane Idalia
2023 - DR-4735-TN Straight-Line Winds
2023 - DR-4729-TN Straight-line Winds
2022 - DR-4637-TN Tornadoes
2021 - DR-4630-KY Tornadoes

PROJECT ACCOMPLISHMENTS

- Directly managed DebrisTech's Puerto Rico projects for 2 years helping DTOP with all aspects of monitoring over 10,000,000 CY of debris removal following Hurricane Maria in 2017
- Simultaneously managed 8 projects throughout Mississippi following the deadly tornado outbreak in March 2023
- Helped design and update DebrisTech's proprietary ADMS from the ground up

Tyler Williamson is an Executive Vice President with DebrisTech. His management responsibilities include overseeing the daily operations of the assigned projects under his supervision, including coordinating the recovery efforts with the client, FEMA, PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has over a decade of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He led our efforts in Hawaii following the devastating Maui wildfires in August 2023. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

EXPERIENCE

2014 - Present DebrisTech, LLC	Executive Vice President Project Manager Operations Manager Data Manager Field Monitor and Supervisor

EDUCATION

University of Mississippi	Bachelor of Science Business Administration Managerial Finance

DEBRA MCCORMICK

CHIEF ADMINISTRATIVE OFFICER

debra@debristech.com



DebrisTech

Debra McCormick is the Chief Administrative Officer at DebrisTech. Prior to joining DebrisTech, Debra had a strong background in education and leadership, developing minds and training a team to empower the next generation. As first the Business Manager and now the Chief Administrative Officer at DebrisTech, Debra has helped facilitate the growth of DebrisTech to encompass contracts and projects throughout the United States, Puerto Rico and the U.S. Virgin Islands. Debra's strong attention to detail and ability to excel in multiple lanes fuels DebrisTech's continued success.

Debra serves as the primary point of contact for all DebrisTech client communications throughout the life of the contracts, ensuring each client has the personal touch and client care critical for successful client relationships and project execution.

EXPERIENCE

2017 - Present	Chief Administrative Officer
DebrisTech, LLC	Business Manager

EDUCATION

William Carey University	Bachelor of Science Biological Sciences
	Master of Science Biological Sciences

RECENT DISASTERS

2025 - DR-4877-MO Tornadoes
2024 - DR-4834-FL Hurricane Milton
2024 - DR-4828-FL Hurricane Helene
2024 - DR-4827-NC Hurricane Helene
2024 - DR-4788-AR Tornadoes
2023 - DR-4724-HI Maui Wildfires
2023 - DR-4734-FL Hurricane Idalia
2021 - DR-4618-PA Hurricane Ida
2020 - DR4557-IA Summer Derecho
2017 - DR4339-PR Hurricane Maria

NOTABLE ACCOMPLISHMENTS

- Point of contact for 300+ active contracts, facilitating contract negotiations and finalizations as well as client communications throughout the life of the contracts
- Oversees purchasing and maintains assets to ensure DebrisTech can respond immediately to any need
- Leads an administrative support team that provides management and personnel for all DebrisTech projects throughout the country

DEBRISTECH



DANIEL BAXTER, C.P.A.

CHIEF FINANCIAL OFFICER

dbaxter@debristech.com

RECENT DISASTERS

2025 - DR-4880-MI Severe Winter Storm
2025 - DR-4877-MO Tornadoes
2024 - DR-4834-FL Hurricane Milton
2024 - DR-4828-FL Hurricane Helene
2023 - DR-4706-OK Tornadoes
2022 - DR-4637-TN Tornadoes
2021 - DR-4630--KY Tornadoes
2021 - DR-4626-MS Hurricane Ida
2021 - DR-4618-PA Hurricane Ida
2021 - DR-4611-LA Hurricane Ida

NOTABLE ACCOMPLISHMENTS

- Helped develop the Emergency Operations Supply Tracking Program which tracked over $100,000,000 of PPE for the state of Mississippi during the Covid pandemic response
- Led multiple projects in central Florida simultaneously in response to Hurricanes Helene and Milton (2024)
- Worked in Washington D.C. as a junior fellow in the Library of Congress, appointed by House Administration Chairman Congressman Gregg Harper in 2018

Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

Mr. Baxter's background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client. Daniel has assisted cities, counties and states address their recovery needs.

EXPERIENCE

2020 - Present	Chief Financial Officer
DebrisTech, LLC	Project Manager
	Data Manager
BDO USA, LLP	Audit Intern
Library of Congress	Junior Fellow
Swaze Alford, Att.	Law Clerk
TN CPA License	#28200 (August 2021 - Present)
MS CPA License	#R8152 (September 2021 - Present)

EDUCATION

University of Mississippi	Master of Accountancy & Data Analytics
	Bachelor of Accountancy

GARRETT SAULS

CHIEF TECHNOLOGY OFFICER

gsauls@debristech.com



DEBRISTECH

At DebrisTech Mr. Sauls has been responsible for developing all of our ADMS, GIS, Drone, and roadway video documentation services. He, along with the owner Brooks Wallace, customize the ADMS to meet the exact needs of every client. In his first few years Garrett has made a lasting impact on the level of services our clients receive. As ADMS and QA/QC specialist he has verified that each ticket on every project is complete and meets the standards that FEMA requires.

Garrett leads a highly trained team of technology specialists that fulfill all aspects of project requirements throughout DebrisTech. His creativity, ingenuity, and passion for technology are invaluable assets to DebrisTech's success.

EXPERIENCE

2021 - Present DebrisTech, LLC	Chief Technology Officer Data Manager
NASA	OCIO Development Intern

EDUCATION

University of Southern Mississippi	Bachelor of Computer Science Managerial Finance

RECENT DISASTERS

2025 - DR-4880-MI Severe Winter Storm
2025 - DR-4877-MO Tornadoes
2024 - DR-4834-FL Hurricane Milton
2024 - DR-4828-FL Hurricane Helene
2023 - DR-4706-OK Tornadoes
2022 - DR-4637-TN Tornadoes
2021 - DR-4630-KY Tornadoes
2021 - DR-4626-MS Hurricane Ida
2021 - DR-4618-PA Hurricane Ida
2021 - DR-4611-LA-Hurricane Ida

NOTABLE ACCOMPLISHMENTS

- Developed DT360+ technology that captured 360° right-of-way mapping documentation for over 130,000 miles of right-of-way in the state of Florida
- Built the Debris Operations Tracking System (DOTS) for the state of Florida to better respond to statewide disaster events.
- Enhanced and expanded DebrisTech's industry-leading dashboard and reporting systems for better real-time data for DebrisTech clients

DEBRISTECH



BUCK DICKINSON

PUBLIC ASSISTANCE DIRECTOR

bdickinson@debristech.com

RECENT DISASTERS

2025 - DR-4827-NC Hurricane Helene
2024 - DR-4834-FL Hurricane Milton
2024 - DR-4828-FL Hurricane Helene
2023 - DR-4734-FL Hurricane Idalia
2023 - DR-4738-GA Hurricane Idalia
2022 - DR-4673-FL Hurricane Ian
2020 - DR-4468-FL Hurricane Dorian
2021 - DR-4618-PA Hurricane Ida
2018 - DR-4437-FL Hurricane Irma
2017 - DR-4283-FL Hurricane Matthew

NOTABLE ACCOMPLISHMENTS

- Lead Scheduler for the BP Oil Spill, 2010 - 2012 disaster clean-up
- Helped secure billions of dollars of federal reimbursement for hurricanes and other disasters in the state of Florida
- Helped lead the DT360+ project that captured 360° right-of-way mapping documentation for over 130,000 miles of right-of-way in the state of Florida

Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. He provides clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events

EXPERIENCE

2022 - Present DebrisTech, LLC	Public Assistance Director
2007-2010, 2018-2022 Florida Division of Emergency Management	State Public Assistance Officer Programmatic Review Team Lead Public Assistance Coordinator
2016 - 2018 Wheeler EMC	Emergency Management Consultant
2012 - 2016 ER Assist	Project Manager

EDUCATION

Florida State University	Bachelor of Science Political Studies

CINDY CARTER

SENIOR DATA ANALYST

cindy@debristech.com



DEBRISTECH

Cindy Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects includes Hurricane Helene (2024) and Puerto Rico - DRD following Hurricane Maria (2017). Cindy oversees a team of analysts that has reconciled hundreds of millions of dollars of invoices for disaster relief and recovery.

EXPERIENCE

2018 - Present DebrisTech, LLC	Senior Data Analyst Invoice Analyst

EDUCATION

University of Southern Mississippi	Bachelor of Science Criminal Justice

RECENT DISASTERS

2025 - DR-4879-TX Floods
2025 - DR-4880-MI Severe Winter Storm
2025 - DR-4877-MO Tornadoes
2024 - DR-4830-GA Hurricane Helene
2024 - DR-4829-SC Hurricane Helene
2024 - DR-4828-FL Hurricane Helene
2024 - DR-4827-NC Hurricane Helene
2023 - DR-4724-HI Maui Wildfires
2023 - DR-4734-FL Hurricane Idalia
2022 - DR-4655-MT Flooding

NOTABLE ACCOMPLISHMENTS

- Led invoice reconciliation for over 70 projects and simultaneously during Fall 2024 for Hurricane Helene response and recovery
- Reconciled billions of dollars of contractor invoices for projects spanning across the continental U.S., Puerto Rico and the U.S. Virgin Islands
- Provides exact data reconciliation for all projects to ensure client invoices have been reconciled to DebrisTech's data documentation

HILL JOHNSON, Operations Manager

wjohnson@debristech.com

Hill Johnson is an Operations Manager and has been working with the DebrisTech management team since 2019. He began as part of the DebrisTech team monitoring the debris removal in Lee County, MS following a devastating tornado (DR-4429-MS) that caused considerable damage in the area.

Mr. Johnson is a dedicated disaster response professional with a strong track record of overseeing and coordinating operations in various disaster scenarios. He is highly skilled in managing daily project activities, ensuring efficient operations, and achieving successful outcomes.

Mr. Johnson has demonstrated strong leadership and project managment skills along with excellent communication and interpersonal abilities. He has extensive knowledge of disaster response protocols and best practices in debris management. He is highly proficient in using technology and software relevant to disaster response operations.

Experience

DebrisTech, LLC
Operations Manager - 2019 - Present

Education

University of Mississippi
Bachelor of Business Administration: Management

Certifications

FAA UAS License
HAZWOPER 40-Hour Certification
FEMA Certifications: IS-00632, IS-00037.22, IS-0035.22, IS-00020.22, IS-00019.21

Disasters Worked

2025 DR-4880-MI Severe Winter Storm

2025 DR-4877-MO Tornadoes

2024 DR-4830-GA Hurricane Helene

2023 DR-4724-HI Hawaii Wildfires

2023 DR-4697-MS Mississippi Severe Storms, Straight-line Winds, and Tornadoes

2022 DR-4673-FL Florida Hurricane Ian

2022 DR-4663-KY Kentucky Severe Storms, Flooding, Landslides, and Mudslides

2022 DR-4655-MT Montana Severe Storm and Flooding

2022 DR-4637-TN Tennessee Severe Storms, Straight-line Winds, and Tornadoes

2022 DR-4634-CO Colorado Wildfires and Straight-line Winds

2021 DR-4611-LA Louisiana Hurricane Ida

2020 DR-4576-MS Mississippi Hurricane Zeta

2020 DR-4573-AL Alabama Hurricane Zeta

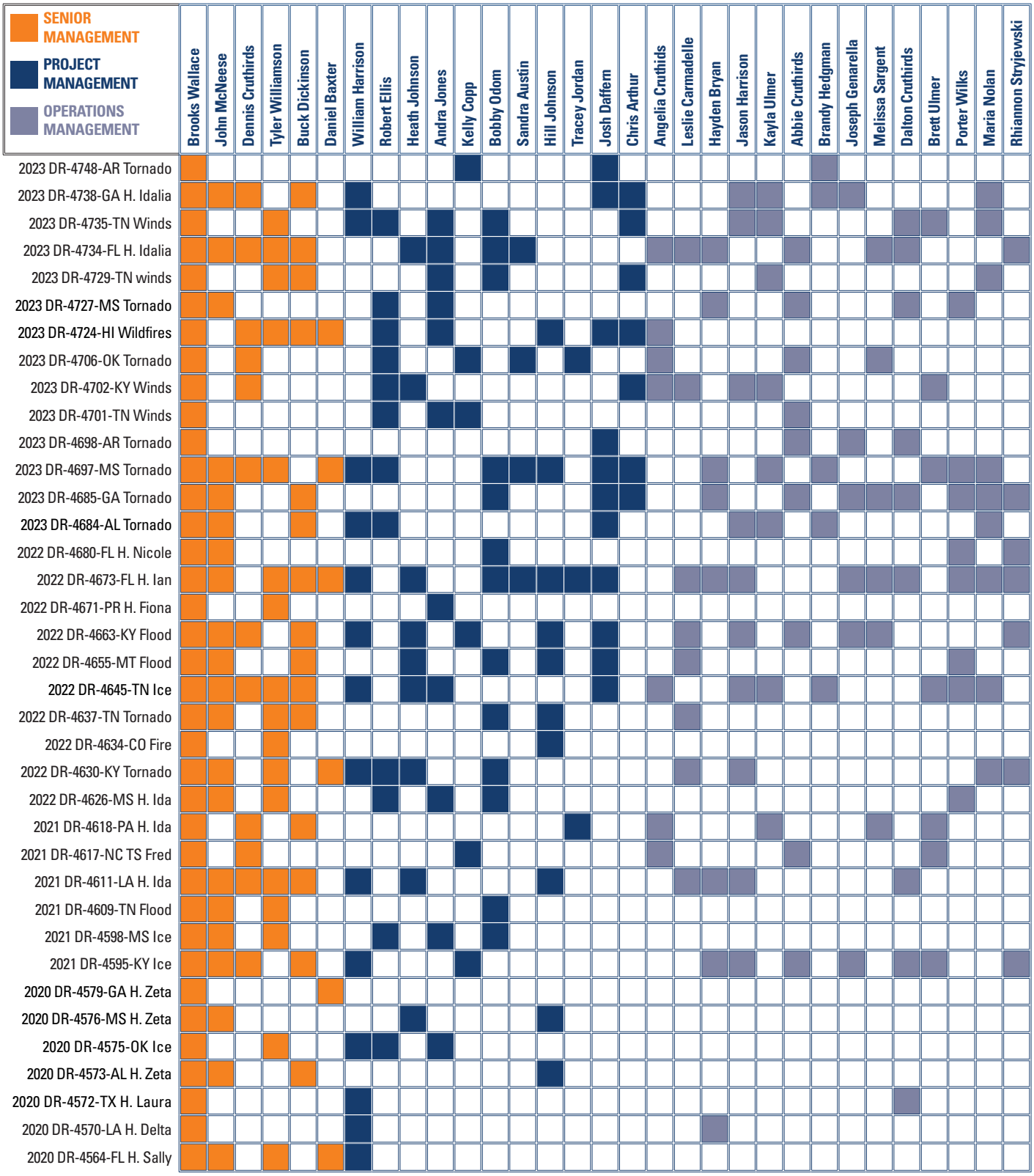
2020 DR-4562-OR Oregon Wildfires and Straight-line Winds

2020 DR-4557-IA Iowa Severe Storms

2020 DR-4536-MS Mississippi Severe Storms, Tornadoes, Straight-line Winds, and Flooding

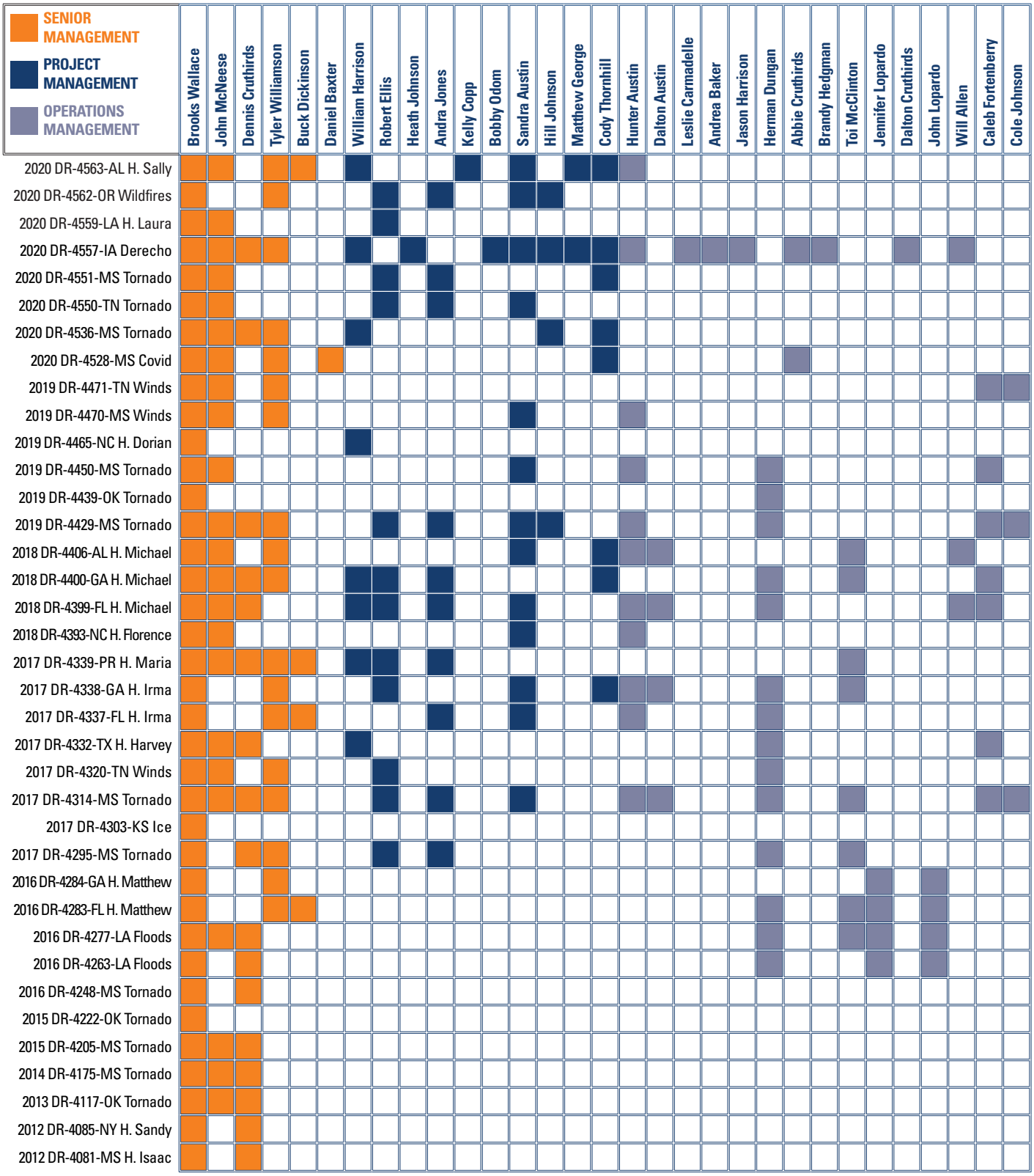
2019 DR-4429-MS Mississippi Severe Storms, Straight-line Winds, Tornadoes, and Flooding

EXPERIENCE MATRIX



DOCUMENTING DEBRIS REMOVAL FOR **MAXIMUM FEMA REIMBURSEMENT** FOR **THE CITY OF DESTIN**

EXPERIENCE **MATRIX**



DOCUMENTING DEBRIS REMOVAL FOR **MAXIMUM FEMA REIMBURSEMENT** FOR **THE CITY OF DESTIN**

DebrisTech



CONTACT US

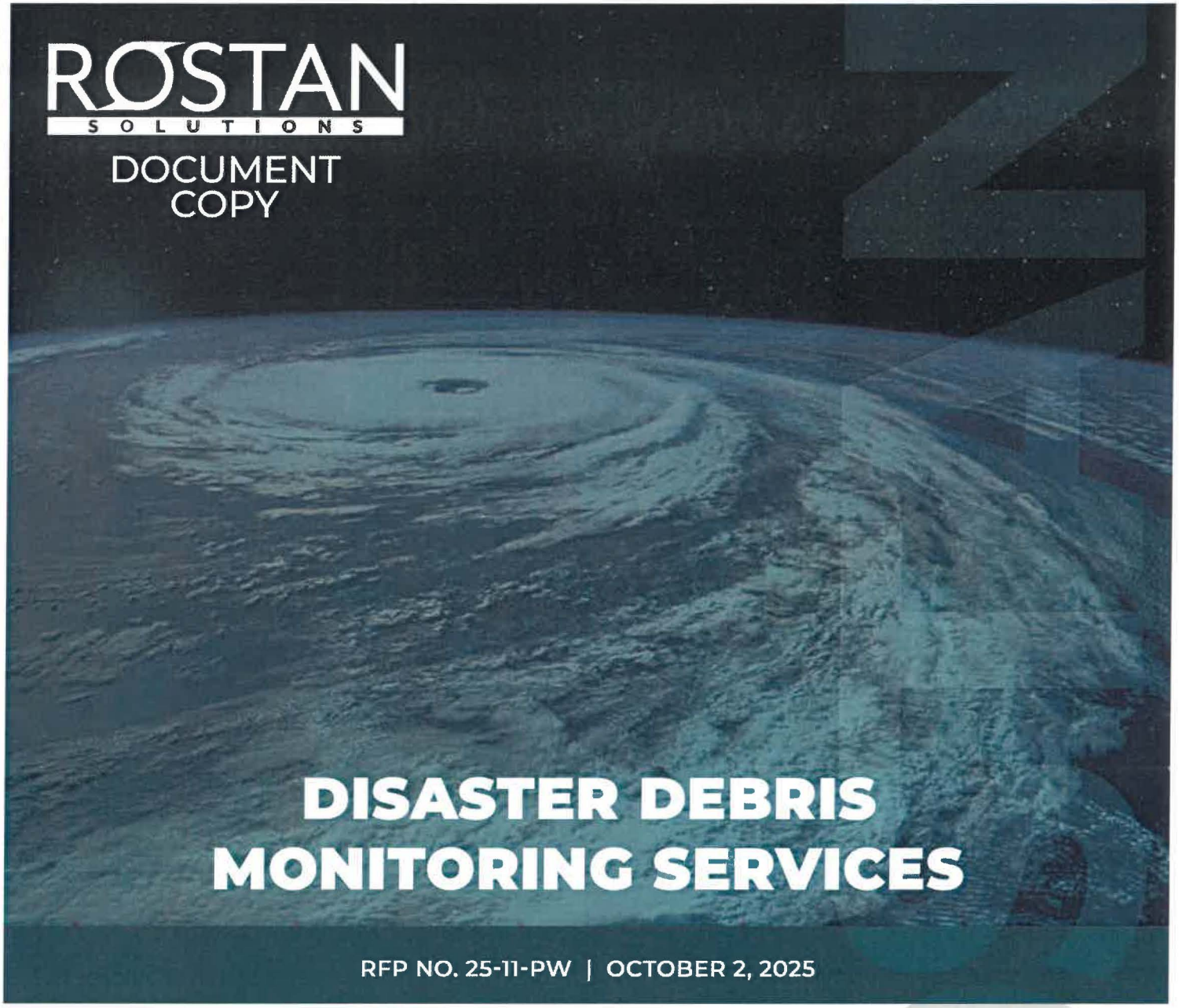
DebrisTech.com

601-658-9598

335 N. Monroe St., Tallahassee FL 32301

ROSTAN SOLUTIONS

DOCUMENT COPY



DISASTER DEBRIS MONITORING SERVICES

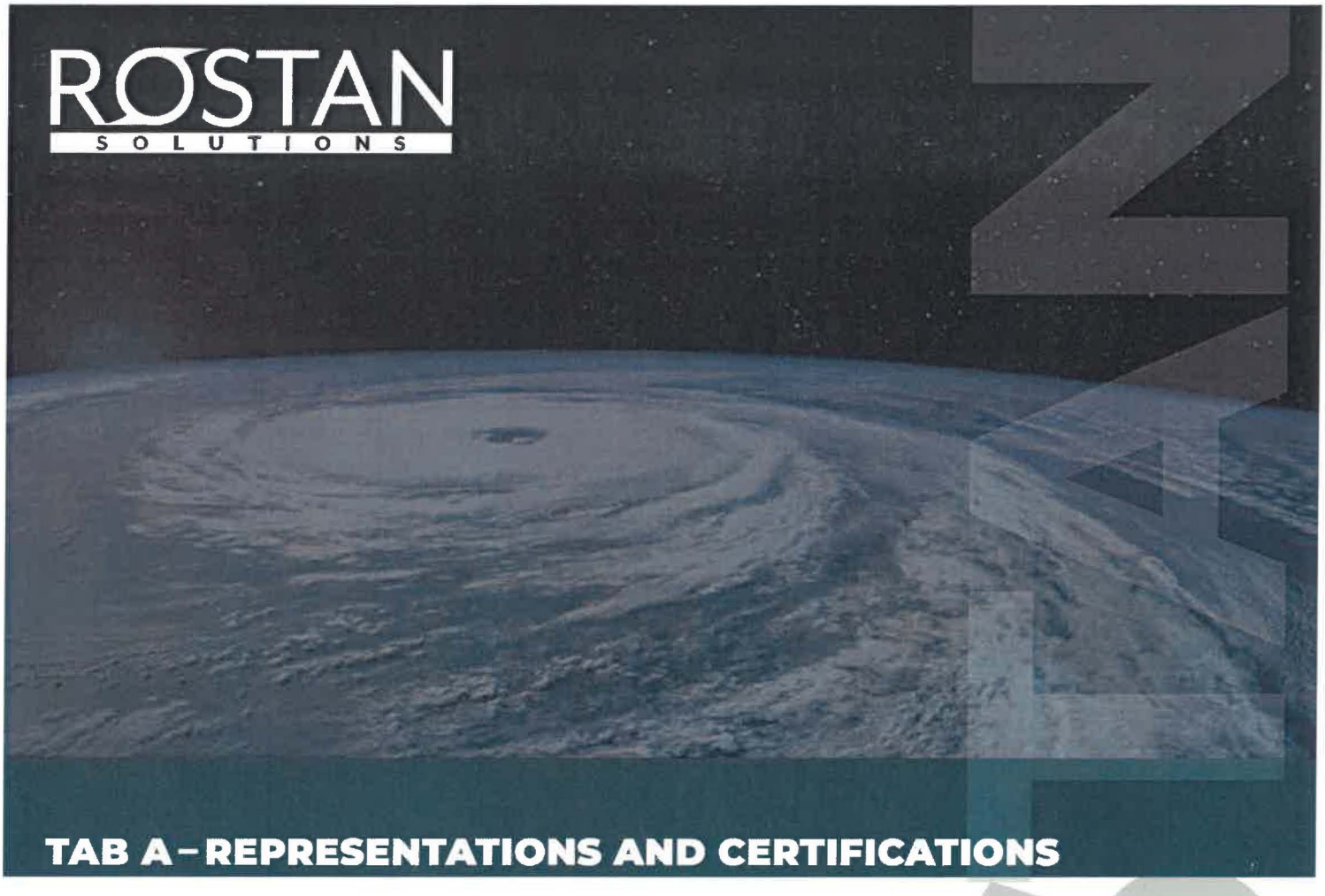
RFP NO. 25-11-PW | OCTOBER 2, 2025

DISASTER DEBRIS MONITORING SERVICES FOR THE CITY OF DESTIN, FLORIDA

SUBMITTED BY:

ROSTAN SOLUTIONS, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, Florida 33596

Travis Mays, Principal/Vice President
Office: 813.333.7042
Mobile: 713.823.2002
Fax: 813.333.7330
Email: tmays@rostan.com
Website: www.rostan.com



TAB A – REPRESENTATIONS AND CERTIFICATIONS

A.1 Cover Sheet

A.2 Bid Checklist

A.3 Section 6 Proposal Forms

A.4 Exhibit N: Fee Schedule

A.5 Transition Plan

A.6 Financial Stability ***[CONFIDENTIAL]***

A.7 State Licensing

A.8 IRS Form W-9

A.9 Litigation Statement

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

RFP Release Date:	August 21, 2025
Non-Mandatory Pre-Conference:	September 4, 2025 at 11am CT
Written Questions Due:	September 11, 2025
Response to Questions:	September 18, 2025
Proposals Due:	September 25, 2025 at 2pm CT

City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

Initials

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[X]
Letter of Interest	[X]
RFB 25-11-PW (copy)	[X]
Qualification and Experience Narrative (no more than 12 pages)	[X]
Exhibit A – Certification of Authority (Corporate or Individual)	[X]
Exhibit B – Proposer's Statement of Organization	[X]
Exhibit C – Client References	[X]
Exhibit D – Single Execution Affidavits	[X]
Exhibit E – Independence Affidavit	[X]
Exhibit F – Non-Collusion Affidavit	[X]
Exhibit G – Drug Free Workplace	[X]
Exhibit H – Certification of Accuracy of Proposal	[X]
Exhibit I – Scrutinized Company Form	[X]
Exhibit J – Public Entity Crimes Form	[X]
Exhibit K – Dispute Disclosure	[X]
Exhibit L – List of Sub-Contractors	[X]
Exhibit M – E-Verify Affidavit	[X]
Exhibit N – Proposer's Fee Schedule	[X]
Exhibit O – Certification Regarding Lobbying	[X]
Exhibit P – Super Circular Law and Appendices	[X]
Proof of Workman's Compensation Insurance Documents	[X]
Proof of Required Liability Insurance	[X]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[X]
Copy of State License (if required for job)	[X]
Copy of City License (if business office is in Destin)	[N/A]
Other documents as requested	[X]

Initials

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 8/27/2025
Addendum No. 2, Dated 9/11/2025
Addendum No. 3, Dated 9/17/2025
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Rostan Solutions, LLC

Authorized Representative's Name: Travis Mays

Title: Principal/Vice President

Email: tmays@rostan.com

Phone Number: 713-823-2002

Address: 3433 Lithia Pinecrest Road, Suite 287

Address: Valrico, FL 33596

Authorized Signature: _____

Initials

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

AUGUST 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The non-mandatory pre-bid meeting is scheduled for Thursday September 4, 2025, at 11am CT at 4200 Indian Bayou Trail Destin FL 32541. Section 1.11 incorrectly states that this meeting will take place on Friday September 4th.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Travis Mays
Print Name

Signature

9/29/2025
Date

Initials

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 11, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

1. Incumbent Contractor / History
Q: Who is the incumbent, and how long has the incumbent been providing the requested services?
A: This is the first time the City of Destin has issued a solicitation for disaster debris monitoring services. There is no incumbent provider and no prior contract history.

Q: When/what was the most recent event that precipitated the activation of the existing or previous contract?
A: More than ten years ago.

Q: Approximately how many cubic yards of debris were collected from the most recent event?
A: Unknown.

Q: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A: No incumbent existed; no contract history is available.

Q: How many times have the incumbent's services been utilized in the previous five years?
A: None – this is the City's first solicitation for these services.

Q: If there was a previous solicitation for these services, what was its title, number, release date, and due date?
A: There has been no prior solicitation.

Q: Why has this bid been released at this time?
A: The City is releasing this RFP proactively to ensure readiness for future storm or disaster events.

2. Submittal Requirements
Q: How many printed original/copies of our proposal package are required for submittal to the City by the deadline?
A: One (1) original and four (4) copies shall be submitted.

Initials

Q: Are original ("wet-ink") signatures required?
A: Yes. The original proposal must include original (wet-ink) signatures and notarizations.

Q: RFP pg. 3 states: "The Bidder must initial at the bottom of each page of this RFP in the space provided." No spaces are visible—please clarify.
A: Bidders should simply add their initials manually at the bottom of each page (right or left corner) to satisfy this requirement.

Q: Must proposers include the entire RFP document in their proposal?
A: No. Per Section 3.5, proposers are not required to include Sections 1–5 of the RFP. Proposals should be organized per Tabs A–G and include required Exhibits.

Q: Which page is considered the "Cover Sheet"?
A: Page 1 of the RFP serves as the Cover Sheet and should be included as the first page of the proposal package.

3. Proposal Content & Format
Q: Section 3.5: Tab A requests a Statement of Financial Stability. What is required?
A: Provide recent audited financial statements. If unavailable, tax returns, balance sheets, or bank/bonding letters demonstrating financial capacity are acceptable.

Q: Section 3.5: Tab A references Exhibit B – Fee Schedule and Exhibit D – Transition Plan, but those Exhibits do not match. Please clarify.
A: The Fee Schedule is actually Exhibit N. Exhibit D contains Single Execution Affidavits. Proposers should submit Exhibit N for pricing and include any Transition Plan narrative under the appropriate tab.

Q: The Bid Checklist notes a 12-page limit for the Qualifications & Experience Narrative. Does this include resumes and references?
A: Yes. The 12-page limit applies to the entire Tab C section. If resumes would cause the section to exceed 12 pages, include them as an appendix (excluded from page count).

Q: Section 3.5 Tab C requests an Organizational Chart under both Section 2 and Section 3. Is it required twice?
A: Yes. Section 2's chart should show key personnel and project team members. Section 3's chart should show staffing deployment for event operations.

4. Scope & Technical Questions
Q: What is the total mileage of roads in the service area?
A: 69 miles.

Q: Are any specific professional credentials required?
A: No licenses are mandated, but proposers must demonstrate relevant experience and submit key staff resumes.

Q: Are there any superseding prior agreements that may impact this contract?
A: No.

Initials

Q: How will bidder location or headquarters factor into award?
A: Location is not a scored factor. Proposals are evaluated on qualifications, past performance, methodology, resources, and price stability.

5. Pricing & Evaluation
Q: Exhibit N requires proposers to provide estimated hours. Will the City provide standardized hours for evaluation?
A: The City will consider issuing pre-populated estimated hours in a future addendum for consistent scoring.

Q: How should Items 2.8 (Emergency Management Planning & Training) and 2.9 (Public Assistance Consulting Services) be priced?
A: Price these items using the same hourly rate structure as other positions. Identify roles expected to perform the work and list hourly rates accordingly.

Q: May bidders deviate from the provided fee schedule format?
A: Unit pricing must be stated in the format provided. Bidders may add additional positions or services with their own pricing but must use the provided schedule as the base format.

6. Compliance & Legal
Q: Can proposers submit a redacted copy for public records requests?
A: Yes. Proposers may submit a redacted version citing applicable Florida law. The City will review and make final determinations before releasing any records.

Q: Exhibit A requests a Certificate of Authority for corporations or individuals. What is acceptable for LLCs?
A: A notarized Member or Manager Resolution, or certified excerpt from the Operating Agreement granting signature authority, is acceptable.
Q: What are the City's expectations for minority/women/disadvantaged business participation?
A: The City follows 2 C.F.R. §200.321 and encourages affirmative steps to include M/WBE and labor surplus firms when possible.

7. Contract Timing
Q: When is the anticipated contract start date and term?
A: The contract will begin upon City Council approval and Notice to Proceed. The initial term is three (3) years, with two (2) optional one-year renewals (maximum five years).

Q: When is the anticipated award date?
A: The award date will follow evaluation and City Council action as scheduled.

END OF ADDENDUM NO. 2

Initials

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

Travis Mays
Print Name


Signature

9/29/2025
Date


Initials

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 17, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

NOTE1: Bonding Requirement – The City of Destin's intent in this regard is to ensure that the contractor selected to provide this service fulfills its obligations, especially since FEMA reimbursement depends on strict compliance.

NOTE2: Submission Date – the new submittal date for RFP 25-11-PW is October 2, 2025 by 2pm CT. No further extensions are expected.

NOTE3: See the answers to the additional questions received below.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

Q1: RFP pg. 6, item 1.14 – Terms of Engagement references an Attachment A – Contract. Can you please share that attachment with us for review?

A1: Attachment A: Contract is referenced in the RFP but is not included in the provided document. Proposers should request the City to provide Attachment A for review prior to submission if they wish to review the contractual terms in advance.

Q2: Will charges for the use of an ADMS (electronic load tickets, tablets, contractor IDs, etc.) be fully burdened in the proposed debris monitoring hourly rates, or may they be billed separately?

A2: Per Exhibit N: Proposal Fee Schedule, proposers must include in the hourly rate all costs, applicable overhead, and profit for each listed position. ADMS-related costs must therefore be incorporated into the hourly rates and not billed as a separate rate or charge.

Q3: May vendors price certain positions as $0 if those positions will not be utilized during a debris operation?

A3: Yes. The RFP does not prohibit $0 pricing for positions not utilized. Proposers may enter $0 for such positions but are encouraged to include an explanation in the proposal narrative to clarify why the position is not being used.

Initials

Q4: Will special costs associated with specialized programs (e.g., boat rental for waterway debris removal monitoring) be billable at cost without markup?

A4: The RFP does not explicitly address pass-through costs. Because the fee schedule is described as all-inclusive (including labor, equipment, overhead, and profit), any specialized costs should either be factored into hourly rates or clearly proposed as potential reimbursable expenses for City review.

Q5: Can the Load Ticket Data Entry Clerk position be removed from the rate schedule, since ADMS eliminates the need for paper ticketing processes?

A5: Exhibit N lists Load Ticket Data Entry Clerks (QA/QC) as a priced position. The RFP does not provide a mechanism to remove positions from the schedule. Proposers may enter $0 for this line item and include a narrative stating that ADMS technology eliminates the need for this position.

Q6: Can the City clarify the required order of proposal submission? The Bid Checklist lists items in one order, while Section 3.5 specifies a different tab order. Also, is there a required form for the Cover Sheet?

A6: The RFP does not explicitly state which order controls. Proposers are encouraged to follow the tab order specified in Section 3.5 for clarity, ensuring that all checklist items are still included. No specific Cover Sheet form is provided; proposers may prepare their own including the project name, proposer name, contact information, and date.

Q7: Will the City please provide Exhibit D: Transition Plan? The current Exhibit D is the Single Execution Affidavits.

A7: Exhibit D in the provided RFP is the Single Execution Affidavits. Include a proposer-prepared Transition Plan as part of your submission, even though Exhibit D is missing. You can create a section labeled "Transition Plan (Submitted in Lieu of Missing Exhibit D)" to clearly show that you have provided the requested material.
Your Transition Plan should cover:

- Mobilization Timeline – how quickly you can deploy staff and equipment after Notice to Proceed.
- Staff Onboarding & Training – how you will train monitors and supervisors, including ADMS use.
- System Setup – steps for configuring ADMS tablets, software, and communications with the City.
- Coordination with City & Debris Removal Contractor – meetings, reporting cadence, and contact points.
- Demobilization Process – how you will scale down operations after debris work is complete.

Q8: On page 14, the RFP asks for Exhibit B: Fee Schedule to be included in Tab A. The provided Proposal Fee Schedule is labeled Exhibit N. Please confirm Exhibit N is correct.

A8: Exhibit N is the correct Proposal Fee Schedule for pricing. The reference to Exhibit B is scrivener's error. Proposers should complete and submit Exhibit N under Tab A as instructed.

Q9: The Bid Checklist lists a Letter of Interest as a required item. Is there a specific form or template?

Initials

A9: No specific form is provided. Proposers should prepare the Letter of Interest on company letterhead summarizing their intent to submit a proposal, relevant experience, and commitment to meeting the RFP requirements.

END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

Travis Mays
Print Name


Signature

9/29/2025
Date


Initials

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as ____ _____of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____day of _____, 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

Not Applicable – Rostan is not a Corporation.
Rostan's Member Resolution is attached to Exhibit B

Initials

EXHIBIT A - CERTIFICATE OF AUTHORITY

(if Individual)

I,_____("Affiant") being first duly sworn, deposes and says:

1. I am the _____

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

   _____doing

   business as _____, the

   Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____day of _____, 20__, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Not Applicable–Rostan is not an Individual.
Rostan's Member Resolution is attached to Exhibit B

Initials

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Rostan Solutions, LLC

2. Principal Business Address, Phone and Email Address:
   3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596
   813-333-7042
   tmays@rostan.com

3. Principal Contact Person(s):
   Travis Mays, Principal/Vice President
   713-823-2002
   tmays@rostan.com

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
   Limited Liability Company
   A. If a corporation, in what state incorporated: Florida
   B. Date Incorporated: 11/1/2014
   C. Federal ID Number (EIN) 20-5425053
   D. If a Joint Venture or Partnership, date of Agreement: 11/1/2014
   E. Name and address of all partners (state whether general or limited partnership): General Partnership *(please see attached for names and addresses)*
   F. If other than a corporation or partnership describe, organization and name of principals.

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
Please see attached for names, titles, and Rostan's Member Resolution.	

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 19

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	Rostan Solutions, LLC	3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596	Primary Contractor
B.			
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. Primary Contractor
   B.
   C.

Initials

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: Hillsborough County
   Municipal: N/A

10. Have you ever failed to complete any work awarded to you?
    Yes _____ No _X_ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No _X_ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes _____ No _X_ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes _____ No _X_ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes _X_ No _____ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes _X_ No _____ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No _X_ **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No _X_ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No _X_ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No _X_ **If yes, attach a separate sheet of explanation.**

_____
Initials

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ____ No X **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ___ No X **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____Yes, ___X_____No

23. How soon after the award can you begin work? _____1_____Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
FL Dept. of State Number: L14000169270
FL Engineering Lic. Number: 30927

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. DemandStar

Signature (Blue ink only)

Travis Mays
Print Name

Principal/Vice President
Title

9/29/2025
Date

STATE OF South Carolina)
COUNTY OF Charleston)
The foregoing instrument was acknowledged before me this 29th day of September, 2025
by Travis Mays as Principal/Vice President
(Name of person acknowledging) *(Title)*
for Rostan Solutions, LLC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

CHRISTOPHER BELLAVIA NOTARY PUBLIC My Comm. Exp. Jan 6. 2031 STATE OF SOUTH CAROLINA

SIGNATURE OF NOTARY PUBLIC

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

Initials

ROSTAN

Rostan Solutions, LLC

Written Consent of the Managers

The undersigned, being all of the Managers of Rostan Solutions, LLC, a limited liability company organized and existing under the State of Florida Revised Limited Liability Company Act (the "Company"), do hereby consent to the following actions and adopt the following resolution as if taken at a meeting duly called and held therefor.

WHEREAS the Company desires to grant authority to certain persons to execute and submit written proposals and negotiate and sign client contracts and task orders and such other instruments in writing as may be necessary on behalf of the Company and that such instruments signed by him/her shall be binding upon the said Company as its own acts and deeds.

IT IS HEREBY RESOLVED that the following persons may execute and submit written proposals and negotiate and sign client contracts and task orders and such other instruments in writing as may be necessary on behalf of the Company and that such instruments signed by him/her shall be binding upon the said Company as its own acts and deeds:

Darius Stankunas, President, Secretary
Sam Rosania, Executive Vice President, Secretary
Travis Mays, Vice President
Kyle Jones, Vice President

The Managers further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

EXECUTED this 20 day of March 2024.

MANAGERS:

Darius Stankunas

Sam Rosania

Kyle Jones

Travis Mays

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6, 2031
STATE OF SOUTH CAROLINA

ROSTAN PRINCIPALS

NAME	TITLE	ADDRESS
Darius Stankunas	President	2000 S A1A, Apt 407, Jupiter, FL 33477
Sam Rosania	Executive Vice President	3204 Fox Squirrel Lane, Valrico, FL 33596
Travis Mays	Vice President	7394 Verdot Court, New Kent, VA 23124
Kyle Jones	Vice President	410 Deer Point Drive, Gulf Breeze, FL 32561

COUNTY BUSINESS TAX RECEIPT

2025 - 2026 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2026**

ACCOUNT NO. 8099 RENEWAL

OCC. CODE
260.000184 MANAGEMENT CONSULTANT

1 Employees

Receipt Fee	22.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS
ROSTAN SOLUTIONS LLC
3204 FOX SQUIRREL LANE
VALRICO, FL 33596

2025 - 2026

NAME MAILING ADDRESS
ROSTAN SOLUTIONS LLC
3433 LITHIA PINECREST RD STE 287
VALRICO, FL 33596

Paid 24-0-590355
07/28/2025 22.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

FLORIDA PUBLIC ENTITY/PRIVATE ENTITY LITIGATION

Rostan Solutions, LLC (**Plaintiff**) v. Integrated Solutions Consulting Corp. and the City of Sarasota, Florida
Case Number: 2023 CA 007797 NC
Filed: November 1, 2023
Status: Settled.

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: City of St. Pete Beach, Florida

Reference Contact Name: Camden Mills

Contact Title: Director of Public Services

Contact Telephone: 727-363-9243

Contact Email: cmills@stpetebeach.org

Contract Start Date: September 2024 **Contract End Date:** December 2024

REFERENCE #2

Name of Company: City of Safety Harbor, Florida

Reference Contact Name: Renee Cooper

Contact Title: Public Works Director

Contact Telephone: 727-724-1550

Contact Email: rcooper@cityofsafetyharbor.com

Contract Start Date: October 2024 **Contract End Date:** January 2025

REFERENCE #3

Name of Company: City of Pinellas Park, Florida

Reference Contact Name: Kyle Arrison

Contact Title: Construction Services Director

Contact Telephone: 727-647-0170

Contact Email: karrison@pinellas-park.com

Contract Start Date: October 2024 **Contract End Date:** November 2024

Initials

REFERENCE #4

Name of Company: Town of North Redington Beach, Florida

Reference Contact Name: Mari Campbell

Contact Title: Town Clerk

Contact Telephone: 727-391-4848

Contact Email: townclerk@townofnorthredingtonbeach.com

Contract Start Date: October 2024 **Contract End Date:** December 2024

REFERENCE #5

Name of Company: Village of Estero, Florida

Reference Contact Name: David Willems, P.E.

Contact Title: Public Works Director

Contact Telephone: 239-221-5035

Contact Email: willems@estero-fl.gov

Contract Start Date: October 2022 **Contract End Date:** January 2023

Initials

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: Travis Mays

For (Name of Proposing or Bidding Entity): Rostan Solutions, LLC

Whose business address is: 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5425053

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: N/A)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[X] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Initials

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

Initials

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

Initials

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

Initials

In the presence of:

Witness #1 Print Name: Sam Rosania

Witness #2 Print Name: Devin Cerrato

Signed, sealed and delivered by:

Print Name: Travis Mays

Title: Principal/Vice President

ACKNOWLEDGMENT

State of South Carolina

County of Charleston

On this 29th day of September, 20 25, before me the undersigned, personally appeared Travis Mays, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Christopher Bellavia

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

__X__ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

CHRISTOPHER BELLAVIA NOTARY PUBLIC My Comm. Exp. Jan 6. 2031 STATE OF SOUTH CAROLINA

Initials

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Principal/Vice President of Rostan Solutions, LLC, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Initials

Signature (Blue ink only)

Travis Mays
Print Name

Principal/Vice President
Title

9/29/2025
Date

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 29th day of September, 2025
by Travis Mays as Principal/Vice President
(Name of person acknowledging) *(Title)*
for Rostan Solutions, LLC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced_____.

(NOTARY SEAL HERE)

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6. 2031
STATE OF SOUTH CAROLINA

SIGNATURE OF NOTARY PUBLIC

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

Initials

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Principal/Vice President of Rostan Solutions, LLC, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Initials

Signature (Blue ink only)

Travis Mays
Print Name

Principal/Vice President
Title

9/29/2025
Date

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 29th day of September, 2025 by Travis Mays (Name of person acknowledging) as Principal/Vice President (Title) for Rostan Solutions, LLC (Company name).

Personally known to me X or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

CHRISTOPHER BELLAVIA NOTARY PUBLIC My Comm. Exp. Jan 6 2031 STATE OF SOUTH CAROLINA

SIGNATURE OF NOTARY PUBLIC

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

Initials

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that

Rostan Solutions, LLC does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Initials

Signature (Blue ink only)

Travis Mays
Print Name

Principal/Vice President
Title

9/29/2025
Date

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 29th day of September, 2025
by Travis Mays as Principal/Vice President
(Name of person acknowledging) *(Title)*
for Rostan Solutions, LLC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced_____.

(NOTARY SEAL HERE)

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6. 2031
STATE OF SOUTH CAROLINA

SIGNATURE OF NOTARY PUBLIC

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

Initials

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Principal/Vice President of Rostan Solutions, LLC, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 29th day of September, 2025
by Travis Mays as Principal/Vice President
(Name of person acknowledging) *(Title)*
for Rostan Solutions, LLC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

CHRISTOPHER BELLAVIA NOTARY PUBLIC My Comm. Exp. Jan 6. 2031 STATE OF SOUTH CAROLINA

SIGNATURE OF NOTARY PUBLIC

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

Initials

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Travis Mays
Print Name

Principal/Vice President
Title

9/29/2025
Date

STATE OF South Carolina)
COUNTY OF Charleston)
The foregoing instrument was acknowledged before me this 29th day of September, 20 25
by Travis Mays as Principal/Vice President
(Name of person acknowledging) *(Title)*
for Rostan Solutions, LLC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced_____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6. 2031
STATE OF SOUTH CAROLINA

Initials

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. 25-11-PW

2. This sworn statement is submitted by: Rostan Solutions, LLC
(name of entity submitting sworn statement)

whose business address is: 3433 Lithia Pinecrest Road, Suite 287

Valrico, FL 33596

Federal Identification Number (FEIN) is: 20-5425053

(if applicable)

Social Security Number: N/A

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Travis Mays

(print name of individual signing this document)

and my relationship to the entity is: Principal/Vice President

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

Initials

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. X Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. __The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) ___There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

Initials

3) __The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

Travis Mays
Print Name

Principal/Vice President
Title

9/29/2025
Date

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 29th day of September, 2025 by Travis Mays as Principal/Vice President
(Name of person acknowledging) *(Title)*
for Rostan Solutions, LLC.
(Company name)

Personally known to me X or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6. 2031
STATE OF SOUTH CAROLINA

Christopher Bellavia
PRINT, TYPE/STAMP NAME OF NOTARY

Initials

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO __X__

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO __X__

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES __X__ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: Rostan Solutions, LLC

Authorized Signature: _____

Print or Type Name: Travis Mays

Title: Principal/Vice President

Date: 9/29/2025

Initials

LITIGATION STATEMENT

Rostan is presently involved in the following claims. These claims represent all present, past, and pending litigation.

Plaintiff filed litigation to pursue outstanding monies owed by Defendant.

Rostan Solutions, LLC (**Plaintiff**) v. Corpus Christi Independent School District
Case Number: 4:2022cv01712
Filed: May 25, 2022
Claim: Plaintiff filed litigation to pursue outstanding monies owed by Defendant.
Status: Ongoing.

Rostan Solutions, LLC (**Plaintiff**) v. Community Church Assembly of God Church d/b/a Community Christian School and Community Church Assembly of God Church doing business as Community Christian School
Case Number: 1:2022cv00268
Filed: June 28, 2022
Claim: Plaintiff filed litigation to pursue outstanding monies owed by Defendant.
Status: Settled.

Rostan Solutions, LLC (**Plaintiff**) v. Integrated Solutions Consulting Corp. and the City of Sarasota, Florida
Case Number: 2023 CA 007797 NC
Filed: November 1, 2023
Claim: Plaintiff filed litigation to pursue outstanding monies owed by Defendant.
Status: Settled.

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	None		

Firm: Rostan Solutions, LLC

Authorized Signature:

Print or Type Name: Travis Mays

Title: Principal/Vice President

Date: 9/29/2025

Initials

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: Sam Rosania

_____

Witness #2 Print Name: Devin Cerrato

Signed, sealed and delivered by:

_____

Print Name: Travis Mays

Title: Principal/Vice President

Entity Name: Rostan Solutions, LLC

ACKNOWLEDGMENT

State of South Carolina

County of Charleston

CHRISTOPHER BELLAVIA NOTARY PUBLIC My Comm. Exp. Jan 6. 2031 STATE OF SOUTH CAROLINA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th **day of** September, 2025, **by** Travis Mays **(name of person) as** Principal/Vice President **(type of authority) for** Rostan Solutions, LLC _____**(name of party on behalf of whom instrument is executed).**

_____

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

__X__ **Personally known to me; or**

_____ **Produced identification (Type of identification:** _____**)**

_____ **Did take an oath; or**

_____ **Did not take an oath**

_____

Initials

Company ID Number:1215852 Client Company ID Number:1844895

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Rostan Solutions, LLC	
Name (Please Type or Print) Darius Stankunas	Title
Signature Electronically Signed	Date June 14, 2022
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date June 14, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date June 14, 2022

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[ ] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[X] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Travis Mays, Principal/Vice President — 9/29/2025

Name and Title of Sub-Recipient/subcontractor's Authorized Official — Date

Initials

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a)The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b)Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

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organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i)The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

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responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

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performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

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(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

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(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

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method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

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(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

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Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

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or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

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administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Initials

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

Initials

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

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a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

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with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

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EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: Rostan Solutions, LLC In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated 10/2/2025 including Addenda numbered 1 through 3, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$ 50.00	1.00	$ 50.00
Debris Site / Tower Monitors	$ 37.00	1.00	$ 37.00
Field Coordinators (Crew Monitors)	$ 37.00	1.00	$ 37.00
Project Manager	$ 80.00	1.00	$ 80.00
Operations Manager	$ 70.00	1.00	$ 70.00
FEMA Coordinator	$ 95.00	1.00	$ 95.00
Scheduler / Expeditors	$ 0.00	1.00	$ 0.00
GIS Analyst	$ 55.00	1.00	$ 55.00
Environmental Specialist	$ 65.00	1.00	$ 65.00
Project Inspector (Citizen Site Monitors)	$ 0.00	1.00	$ 0.00
Load Ticket Data Entry Clerks (QA /QC)	$ 0.00	1.00	$ 0.00
Billing / Invoice Analysts	$ 0.00	1.00	$ 0.00
Administrative Assistants	$ 32.00	1.00	$ 32.00
2.8 Emergency Management Planning & Training	$ 145.00	1.00	$ 145.00
2.9 Public Assistance Consulting Services	$ 165.00	1.00	$ 165.00
TOTAL			$ 831.00

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Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$ 70.00	1.00	$ 70.00

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
		$
		$
		$
		$
		$
		$
		$
		$
		$

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

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BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: Rostan Solutions, LLC

Proposer's Name: Travis Mays

Proposer's Email: tmays@rostan.com

Proposer's Title: Principal/Vice President

Company Address: 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596

Proposer's Signature:

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POSITION DESCRIPTIONS

FIELD SUPERVISOR

Responsibilities include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities.
- Scheduling debris monitoring resources and deployment timing.
- Communicating and coordinating with City personnel.
- Providing suggestions to improve the efficiency of collection and removal of debris.
- Coordinating daily activities and future planning.
- Remaining in contact with debris management/dispatch center or supervisor.
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).
- Documenting and recording measurements and computations.
- Documenting truck hauling compartment condition using digital photographs.
- Compiling, reconciling, and documenting daily, all eligible debris hauled by the debris removal contractor(s).

DEBRIS SITE/TOWER MONITOR

Verify estimated quantities of debris hauled by contractor trucks and document utilizing load tickets. Responsibilities include, but are not limited to:

- Completing record of contract haulers' cubic yardage and other record keeping as required on the load ticket.
- Finalizing each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
- Ensure each truck is empty upon exiting the disposal site.
- Remaining in regular contact with debris management/dispatch center or field supervisor.
- Performing other duties from time to time as directed by the project/operations manager or supervisor.

FIELD COORDINATORS (CREW MONITORS)

Perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on contract requirements and FEMA Guidance and initiate debris removal documentation using load tickets. Responsibilities include, but are not limited to:

- Monitoring debris collection/work at designated loading sites.
- Monitoring collection activity of trucks.
- Issuing load tickets at loading site for each load.
- Checking the area for safety considerations such as downed power lines, presence of residents, and ensuring that traffic control needs are met and trucks and equipment are operated safely.
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc.

- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area.
- Properly monitoring and recording performance and productivity of debris removal crew(s).
- Remaining in regular contact with debris management/dispatch center or supervisor.
- Ensuring that loads are contained properly before leaving the loading area.
- Ensuring that debris is properly collected for loading and hauling.
- Ensuring that only debris from approved public areas is loaded for removal.
- Performing other duties from time to time as directed by the project/operations manager or supervisor.

PROJECT MANAGER

Responsible for overall project management and coordination of debris monitoring services required to oversee debris removal operations. The Project Manager shall be the point of contact for the City. The Project Manager shall assign Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide supervision of the data quality control and reporting process. Responsibilities include, but are not limited to:

- Ensure a sufficient number of trained debris monitors are available to monitor debris removal operations.
- Provide tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- Provide tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- Provide data entry and document processing personnel.
- Conduct safety meetings with field staff as necessary.
- Respond to and document issues regarding complaints, damages, accidents or incidents involving debris monitoring consultant or debris removal contractor personnel and ensure that they are fully documented and reported.
- Coordinate daily briefings with the City and the debris removal contractor(s). Provide daily status reports of work progress and staffing.
- Review and verify documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal locations.
- Review and reconcile debris removal contractor invoices submitted to the City.
- Prepare interim operations, status reports and final report as directed by the City.

OPERATIONS MANAGER

Responsible for all field operations. Responsibilities include, but are not limited to:

- Keep accurate time logs for all field personnel.
- Daily collection of paper tickets and signed certification forms from field personnel, If applicable.
- Scan all signed certification forms and logs for inclusion in database.
- Proactively work with City to ensure efficiency in project work and progress.
- Assure employees arrive to work on time and work efficiently throughout the day.

- Address personnel issues that may arise.
- Keep detailed reports of all personnel issues.
- Report all project issues to the Project Manager.
- Ensure that all data change request forms are appropriately routed and scanned into database.
- Provide data manager with total field ticket counts.
- Retain and update contact information for all field personnel, contractor points of contact, and City points of contact in order to deploy resources and respond to project demands in an efficient manner.

FEMA COORDINATOR

Responsible for overall coordination and management of project operations to ensure compliance with FEMA Policy Guidance. Responsibilities include, but are not limited to:

- Oversight of overall debris monitoring operations.
- Debris removal contractor oversight to ensure adherence to FEMA Guidance Policy.
- Oversight of debris removal contractor contract adherence.
- Oversight of documentation preparation for Project Worksheets.
- Oversight of preparation of reimbursement requests.
- Preparation of responses to requests for clarification from the State and FEMA as requested.

GIS ANALYST

Responsible for project geographic data development and administration. GIS Analysts have become integral components of debris collection projects. GIS Analysts are expected to be engaged daily but not full time for the duration of the project. Responsibilities include, but are not limited to:

- Mine project data to develop documentation to support operational planning, public information releases, and status updates.

ENVIRONMENTAL SPECIALIST

Responsible for ensuring operational compliance with governing environmental policy and laws applicable to debris collection efforts. The Environmental Specialist is expected to be engaged as needed for the duration of the project. Responsibilities include, but are not limited to:

- Permitting support for debris management sites and compliance with Federal laws including the Endangered Species Act, and The Clean Air Act, and the Clean Water Act. Certain debris streams might also require additional considerations.

ADMINISTRATIVE ASSISTANT

Responsibilities include, but are not limited to:

- Performing general clerical and administrative duties in support of debris monitoring project activities.

CHRIS BELLAVIA

ROSTAN

Project Manager

YEARS OF EXPERIENCE
13

CERTIFICATIONS & TRAINING
CQM-C 784: Construction Quality Management
IS-100: Introduction to Incident Command System
IS-200 ICS: for Single Resource and Initial Action Incidents
IS-632: Introduction to Debris Operations
IS-634: Introduction to FEMA's Public Assistance Program
IS-700: National Incident Management System (NIMS)

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene Hurricane Beryl Potential Tropical Cyclone 8 Severe Storms, TX Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Hurricane Ida Hurricane Nicholas
2020	Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma
2016	Hurricane Matthew
2015	Flooding, SC Avian Flu Response, IA
2012	Hurricane Sandy

Mr. Bellavia has 13 years of experience specific to post-disaster recovery and federal funding programs. He was hired in 2012 following Hurricane Sandy to support debris removal monitoring operations for 12 clients in New Jersey. His Hurricane Sandy involvement lasted nearly two years and included ROW, private property, and waterborne debris removal. Since then, Mr. Bellavia has progressed to become one of Rostan's lead Senior Project Managers, managing several complex and important projects along the way. He has extensive experience in project management, logistics, planning and training, data collection and reporting, quality control, and staffing.

PROFESSIONAL EXPERIENCE

MULTIPLE PROJECTS || 2012–PRESENT

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Senior Project Manager during multiple FEMA-declared debris removal operations. Duties include hiring, training, and deploying local staff, vehicle and equipment certification, daily client coordination, debris removal monitoring, DMS monitoring, debris contractor invoice reconciliation, and FEMA reimbursement assistance. In addition, responsibilities include reporting, strict data quality control, maintenance, and preparing project closeout documentation. Recent clients include:

HURRICANE MILTON [FEMA DR-4834-FL] 7 Clients	**HURRICANE HELENE [FEMA DR-4828-FL / DR-4830-GA]** 8 Florida Clients 8 Georgia Clients
PTC 8 [FEMA DR-4837-NC] Carolina Beach Kure Beach	**HURRICANE BERYL [FEMA DR-4798-TX]** 7 Clients
SEVERE STORMS/TORNADOES, LA City of Slidell — West Feliciana Parish	
HURRICANE IDALIA [FEMA DR-4734-FL] Suwannee Valley Electric Cooperative — City of St. Pete Beach	
HURRICANE IAN [FEMA DR-4673-FL] Town of Windermere — City of North Port	
HURRICANE IDA [FEMA DR-4611-LA] City of Slidell — New Orleans City Park — City of Gretna — Town of Pearl River	
SEVERE STORMS [FEMA DR-4630-KY] Lyon County	**HURRICANE NICHOLAS [NON-DECLARED]** Brazoria County, TX
HURRICANE ZETA [FEMA DR-4577-LA] New Orleans City Park	**HURRICANE DELTA [FEMA DR-4570-LA]** West Feliciana Parish, LA
HURRICANE LAURA [FEMA DR-4559-LA] Cameron Parish	**SEVERE STORMS (DERECHO) [FEMA DR-4557-IA]** 5 Clients
HURRICANE ISAIAS [FEMA DR-4568-NC] Town of Carolina Beach, NC	
HURRICANE DORIAN [FEMA DR-4464-SC] Charleston County, SC	**HURRICANE MICHAEL [FEMA DR-4399-FL]** Liberty County, FL
HURRICANE FLORENCE [FEMA DR-4393-NC] City of Lumberton, NC — Town of Carolina Beach, NC	
HURRICANE MARIA [FEMA DR-4339-PR] USACE/ Xpert's Inc.–Puerto Rico Puerto Rico Department of Transportation and Public Works (DTOP)	

JHON HENAO

ROSTAN

Operations Manager

YEARS OF EXPERIENCE
8

CERTIFICATIONS & TRAINING
C++ Certification, 2000
UX–User Experience Design Certification, 2022

EDUCATION
Florida International University, B.A., Business Administration, Minor Marketing & Entrepreneurship, 2001

RECOVERY EVENTS	
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Hurricane Ida
2020	Severe Storms, IA
	Wildfires, CA/OR
2018	Hurricane Michael
2017	Hurricane Maria

Mr. Henao has been with Rostan Solutions since 2017. Originally hired as a field supervisor, he has served as operations and project manager on several Rostan projects in the past 8 years. Mr. Henao is extremely proficient in the use and deployment of HaulPass® and has led the deployment of the platform on many debris monitoring projects. Mr. Henao is an excellent personnel manager and thrives in managing daily operations and coordinating with contractors and clients. Mr. Henao's dual language (English/Spanish) skills are extremely beneficial when hiring and training local employees. Before his involvement in the disaster recovery industry, Mr. Henao worked in the international logistics and transportation industry.

RECENT PROFESSIONAL EXPERIENCE

SUWANNEE VALLEY, FL || HURRICANE IDALIA FEMA DR-4734 || 2023–2024

AUTOMATED DEBRIS MANAGEMENT SYSTEM

Served as Operations Manager for HaulPass® operations in support of the Suwannee Valley Electrical Coop. Mr. Henao helped oversee the tracking of over 71,000 hazardous tree and limb removals and over 800,000 CY of debris removal, including electrical components, spanning a 4-county area covering over 4,100 miles.

CITY OF NORTH PORT, FL || FEMA DR-4673 2022–2023

DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ian, Rostan was activated by the City of North Port to provide debris monitoring services. Mr. Henao, following the completion of his project in Windermere, was brought in to augment the supervision of the project, as Rostan had hired nearly 200 people to support the monitoring effort.

TOWN OF WINDERMERE, FL || FEMA DR-4673 2022

DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ian, Rostan's standby contract with the Town of Windermere was activated requiring immediate deployment to provide debris monitoring services in support of debris removal operations. Mr. Henao was the assigned Project Manager during Rostan's deployment, responsible for staffing, daily assignments, and reporting.

LIBERTY COUNTY, FL || FEMA DR-4399 || 2018

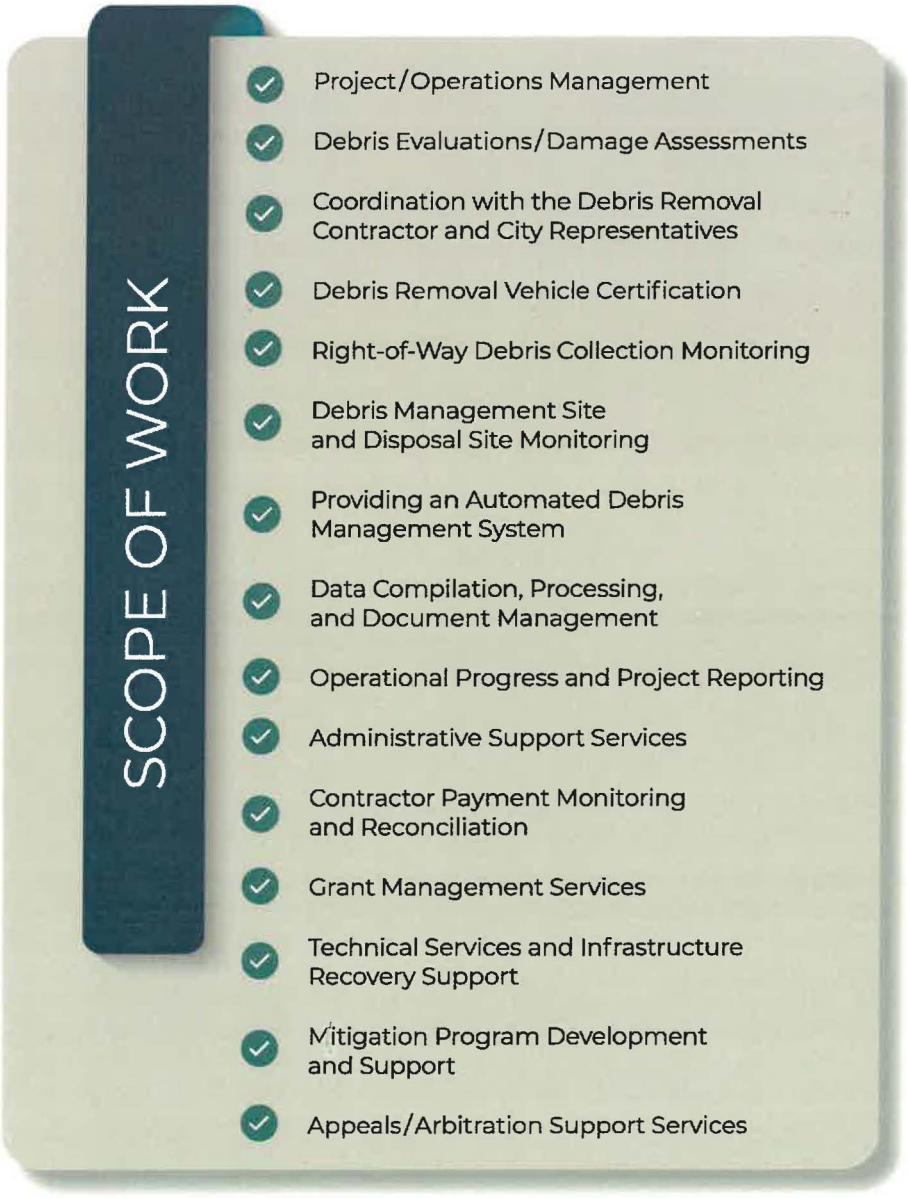
DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Michael, Rostan was contracted by Liberty County/ FDOT to monitor debris collection countywide. This project involved the hiring, training, and deployment of more than 100 local staff. Over 500,000 cubic yards of storm-generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed.

A.5 TRANSITION PLAN

UNDERSTANDING THE PROJECT

Rostan understands that the purpose of the City's RFP is to secure services necessary to augment the City's recovery efforts should a disaster occur. Based on the RFP and the provided scope of services we anticipate the scope of work to include, but not be limited to the following primary components:



It is anticipated that Rostan employees will perform their dedicated functions on behalf of and at the direction of the City. Tasks will be delineated through task orders and required work will be performed within negotiated not to exceed budgets.

RESOURCES AND CAPACITY

As a nimble, client-focused firm, Rostan understands the importance of resource management. We never over-commit our resources ensuring our clients always have timely access to the valued expertise and support they would expect. Our strategy is to selectively pursue, develop, and maintain client relationships that we believe to be beneficial to both parties. We have always limited the number of pursuits we undertake by both geography and population while considering our current standby obligations in those areas.

We can ensure a technically skilled and seasoned team will always be available to the City without compromise.

RESPONSE GUARANTEE

We take our response guarantee seriously. While many firms commit on paper, we have never failed to deliver on our promise to be responsive within the timeframes requested. Rostan confirms our commitment to the City that we are able and willing to respond expeditiously to a mobilization order. The table below identifies the typical timeframe/ milestones required to deploy in support of a disaster.

TASK	GUARANTEED RESPONSE TIME
Pre-Event Coordination (if applicable)	>48 Hours Prior to Event
Mobilization Order	Hour 0
Mobilization Planning / Logistics	Hour 0-12
Remote Staging of Equipment and Personnel	Hour 12-24
Deploy Resources to Begin Operations	<Hour 24
*Fully Operational (Max Resource Needs are Met)	Within 72 Hours of Deployment
*In the case of an unpredictable event, our guaranteed response time is within 48-hours of notification	

STAFFING

Rostan resources are spread strategically across the Gulf and East Coast from Texas to New York. Rostan's primary resource concentrations are in Florida and Louisiana, ensuring project resources are close enough to respond to clients along the entire coastline within 24 hours. Rostan currently employs roughly 50 full-time personnel, all focused year round on disaster related disciplines. While responding to disasters, our roster often swells considerably, to as many as 400-500 personnel. For example, following Hurricane's Helene and Milton in 2024, Rostan hired more than 350 personnel in Florida and Georgia to support project needs.

RESOURCES

Debris monitoring projects require two primary resources, labor and ADMS hardware/software.

Labor Resources: Rostan employs key resources full-time to ensure we have capacity to support our contractual obligations regionally with experienced management creating a foundational approach to the project. This allows us to add and subtract secondary resources as needed without harming the overall project quality or effort. This is a distinguishing trait of our company. Many competing firms are contractually spread too thin forcing them to utilize hourly resources to fill key positions like Project Manager when large disasters occur.

Rostan's disciplines and full-time personnel counts include:

POSITION	PERSONNEL COUNT
Executive	4
Attorney	1
Mitigation	4
Project Managers	8
Grant Consultants	13
Technical Specialist	15
Administration	5
Total	**50**

Additional Labor Resources: An industry standard establishes that several monitoring project positions are staff with hourly employees. Typically, Rostan supports field supervisor positions with on-call resources that work on projects seasonally. We have developed a substantially deep bench in this position and regularly engage known resources to support projects in this role. Additionally, debris monitors are hired locally to support projects. Rostan has developed a substantial and effective digital marketing campaign to identify and secure local resources to support these positions extremely quickly. The quantity is determined based on project demand and fluctuates accordingly. We work closely with debris removal contractors to ensure we have appropriate coverage daily.

ADMS: Rostan owns its ADMS HaulPass®, and the hardware required to support it. We house enough equipment to simultaneously supply all our clients' projects with sufficient ADMS equipment. Our software is supported by a remote development team available 24-hours a day. Our relationships with our key vendors ensure we have access to additional equipment in short order.

HOW WE HIRE

Our goal in any disaster recovery effort is to hire locally to the greatest practical extent. We believe that maximizing the use of locally hired personnel not only helps the community recover more quickly, but it also provides operational efficiencies due to familiarity with roads, neighborhoods, and local culture. Rostan utilizes modern mediums of outreach such as social media and internet job posting sites, while also employing "old fashioned" techniques, such as "word of mouth", and accessing potential local candidates through client recommendations, military veterans' organizations, religious organizations, and local labor surplus offices.

ONBOARDING

Rostan utilizes ADP for payroll and our onboarding process. Candidates apply through several mediums, many identified above, by submitting a digital application. Once the digital application is received, applicants are contacted by a member of our onboarding team to vet the candidate. If a candidate is approved, onboarding documents are sent digitally. Candidates are easily able to complete the process online and even on their phone. Once onboarding documents are received and verified complete, new employees are assigned to a project location where they will receive hands-on training to include providing PPE. Once training is completed, employees are added to the project roster and assigned monitoring duties on an as-needed basis.



SYSTEM SET-UP

Rostan's ADMS is set up remotely and synchronized to devices used in the field. The setup process has been simplified over the year to reduce the time requirements, typically taking no more than a few hours from initiation to deployment.

DEMOBILIZATION PROCESS

Operations will be scaled commensurate with the debris hauler's workforce. We will coordinate our needs daily with the hauler and City, and staff only those positions appropriate for a given operating day. Typically, when the project is nearing completion, a skeleton crew of only a few people remain until the last truckload of debris is removed. Once the City authorizes the release of contractors, we will demobilize immediately.

A.6 FINANCIAL STABILITY

CONFIDENTIAL

ROSTAN SOLUTIONS, LLC

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2024 AND 2023

CONFIDENTIAL

Per Florida Statutes 812.081 and 815.045, Rostan is claiming Trade Secret status of our Financial Information. This information is used by the business solely for the benefit of the business. Access to this information may mitigate our advantage over those who do not have or use it.

CONFIDENTIAL

CONFIDENTIAL

GARCIA & ORTIZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Members
Rostan Solutions, LLC

Opinion

We have audited the accompanying financial statements of Rostan Solutions, LLC, which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rostan Solutions, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Rostan Solutions, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Rostan Solutions, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

GARCIA & ORTIZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Rostan Solutions, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Rostan Solutions, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Garcia + Ortiz P.A.

St. Petersburg, Florida
June 2, 2025

CONFIDENTIAL

ROSTAN SOLUTIONS, LLC
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
Current assets:		
Cash	$ 1,026,066	$ 1,467,882
Accounts receivable, net of allowance for credit losses of $215,032 and $2,318,136 in 2024 and 2023	14,190,646	6,802,548
Current portion of operating lease Right-of-Use assets	40,974	9,660
Current portion of financing lease Right-of-Use assets, net	-	1,551
Related party receivable	-	2,450
Total current assets	15,257,686	8,284,091
Capitalized software, net	280,356	310,353
Property and equipment, net	373,177	442,419
Operating lease Right-of-Use assets, noncurrent	129,758	-
Goodwill, net of accumulated amortization of $165,509 and $137,924 in 2024 and 2023	110,335	137,920
Total assets	$ 16,151,312	$ 9,174,783
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable	$ 750,000	$ -
Accounts payable	2,288,303	76,268
Accrued expenses	213,314	84,871
Current portion of operating lease liabilities	47,163	9,660
Current portion of financing lease liabilities	-	2,118
Total current liabilities	3,298,780	172,917
Long-term liabilities:		
Operating lease liabilities, noncurrent	125,365	-
Total liabilities	3,424,145	172,917
Members' equity	12,727,167	9,001,866
Total liabilities and members' equity	$ 16,151,312	$ 9,174,783

Notes to Financial Statements available on request.

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ROSTAN SOLUTIONS, LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Revenues	$ 17,794,550	$ 10,608,803
Salaries and wages	7,784,779	6,120,429
Subcontractors	2,126,256	150,488
Travel, lodging and meals	728,599	416,217
Payroll taxes	589,287	391,144
Group Insurance	397,790	492,246
Depreciation and amortization	278,353	383,470
Contract services and professional fees	140,124	166,212
Lease cost	125,936	136,745
Other operating expenses	527,174	400,615
Bad debts expense	-	400,125
Total operating expenses	12,698,298	9,057,691
Income from operations	5,096,252	1,551,112
Other income (expense)		
Other income	107,988	137,641
Gain on legal settlement	266,073	-
Loss of disposals of fixed assets	(26,305)	-
Interest expense	(4,301)	(8,815)
Other income (expense), net	343,455	128,826
Net income	5,439,707	1,679,938
Members' equity beginning of year	9,001,866	10,835,183
Contributions	-	2,450
Distributions to members	(1,714,406)	(3,515,705)
Members' equity end of year	$ 12,727,167	$ 9,001,866

Notes to Financial Statements available on request.

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CONFIDENTIAL

ROSTAN SOLUTIONS, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash flows from operating activities:		
Net income	$ 5,439,707	$ 1,679,938
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	278,353	383,470
Loss on disposals of fixed assets	26,305	-
Operating leases	1,796	-
Changes in working capital components:		
Receivables	(7,588,098)	2,638,792
Capitalized software	(158,544)	(184,750)
Accounts payable	2,212,035	(107,072)
Accrued expenses	128,443	(7,322)
Total adjustments	(5,099,710)	2,723,118
Net cash provided by operating activities	339,997	4,403,056
Cash flows from investing activities:		
Purchases of fixed assets	(19,290)	(81,512)
Net cash used by investing activities	(19,290)	(81,512)
Cash flows from financing activities:		
Draws/payments on line of credit, net	750,000	-
Principal payments on financing lease liabilities	(567)	(585)
Distributions to members	(1,511,956)	(3,245,705)
Net cash used by financing activities	(762,523)	(3,246,290)
Net increase (decrease) in cash	(441,816)	1,075,254
Cash, beginning of year	1,467,882	392,628
Cash, end of year	$ 1,026,066	$ 1,467,882
Supplemental disclosures:		
Cash paid for interest	4,301	8,815
Noncash investing and financing activities:		
Non-cash distributions paid against related party receivables	202,450	270,000

Notes to Financial Statements available on request.

CONFIDENTIAL

CONFIDENTIAL

CHASE for BUSINESS®

May 12, 2025

To Whom It May Concern:

Chase Bank USA, NA (Chase) has provided banking services to Rostan Solutions LLC since September 2013. Rostan is an excellent business banking partner and continues to maintain its banking accounts in good order. We are confident in the Company's management and in their future success.

Chase currently provides Rostan with a $3,000,000 Line of Credit. Additionally, we are very familiar with their line of business and understand that Rostan may have a need for additional Chase credit capacity should they be activated to support disaster recovery consulting services following a catastrophic event such as a hurricane or earthquake.

Chase and Rostan have an outstanding working relationship and we look forward to supporting them with our banking resources and services for years to come. Please contact me with any questions.

Best Regards,

Chris Clark

VP, Sr. Business Relationship Manager

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of a business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.

4900 Memorial Hwy Tampa, FL 33634 813-424-7484 chris.x.clark@jpmchase.com

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

CONFIDENTIAL

ACRISURE
AGENCY PARTNER

May 12th, 2025

RE: Rostan Solutions, LLC

To Whom It May Concern:

This is to advise you that our office provides suretyship for **Rostan Solutions, LLC.** The name of their Surety is **The Gray Insurance Company,** who is rated **"A- VIII"** by A.M. Best and appears on the U.S. Treasury Circular 570 of approved sureties.

Based upon normal and standard underwriting criteria at the time of the request **The Gray Insurance Company** should be in a position to provide **Rostan Solutions, LLC** Performance and Payment Bonds for single projects in the amount of **$5,000,000.00** and aggregate support in the amount of **$10,000,000.00** and we would certainly entertain higher limits if the need ever arose. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Rostan Solutions, LLC is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jessica Reno
Producer
727.258.0807

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

A.7 STATE LICENSING

State of Florida
Department of State

I certify from the records of this office that ROSTAN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 30, 2014, effective November 1, 2014.

The document number of this limited liability company is L14000169270.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2025

Secretary of State

Tracking Number: 1731534341CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Board of Professional Engineers

Rostan Solutions LLC

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

Witness the Seal of the Board and the Signature of the Board's duly authorized Chair this 13 day of November, 2014.

CA LIC No: 30927

Chair

FBPE

Licensee

Name:	**ROSTAN SOLUTIONS, LLC**	License Number:	**30927**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**11/13/2014**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
77429	Current, Active	STANKUNAS, JOHN	Registry		Professional Engineer	02/28/2027

Licensee

Name:	**STANKUNAS, JOHN**	License Number:	**77429**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2027**
Primary Status:	**Current**	Original License Date:	**04/28/2014**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
30927	Current	ROSTAN SOLUTIONS, LLC	Registry		Registry	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rostan Solutions, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3433 Lithia Pinecrest Road, Suite 287

Requester's name and address (optional)

6 City, state, and ZIP code

Valrico, FL 33596

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

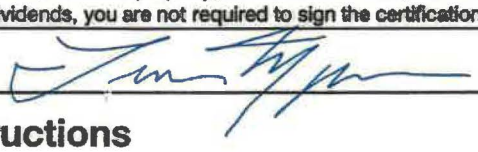
2	0	–	5	4	2	5	0	5	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 9/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



TAB B – EXECUTIVE SUMMARY

B.1 Title Page

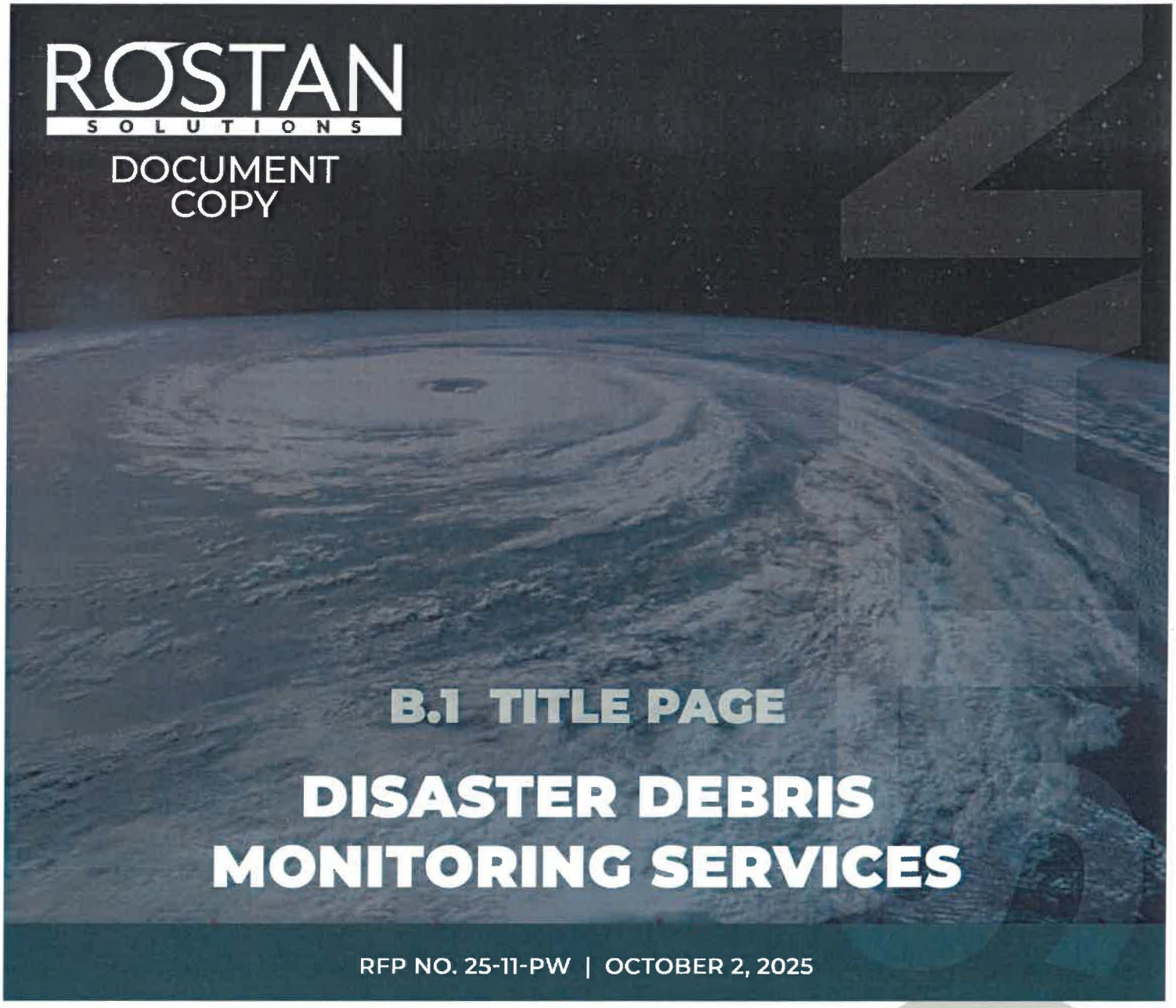
B.2 Table of Contents

B.3 Letter of Interest

B.4 Exceptions

ROSTAN SOLUTIONS

DOCUMENT COPY



B.1 TITLE PAGE

DISASTER DEBRIS MONITORING SERVICES

RFP NO. 25-11-PW | OCTOBER 2, 2025

DISASTER DEBRIS MONITORING SERVICES FOR THE CITY OF DESTIN, FLORIDA

SUBMITTED BY:

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October 2, 2025

City of Destin
City Clerk's Office
Attn: Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

Re: RFP No. 25-11-PW — Disaster Debris Monitoring Services

Dear Mr. Bailey and Selection Committee Members,

It is with sincere gratitude that Rostan Solutions, LLC (hereinafter, Rostan) submits our proposal in response to the City of Destin's (hereinafter, City) request for proposals for disaster debris monitoring services. As a disaster debris monitoring and recovery consulting services firm, we take our responsibility seriously. This means prioritizing responsiveness and understanding that attentiveness to detail, open and honest communication, and efficiency in our work efforts are paramount to supporting the City's recovery efforts and achieving successful outcomes.

Our mission is to promote and implement responsible solutions to ensure communities are better prepared to respond to, and expeditiously recover from, disaster events.

Some of Rostan's key attributes include:

FLORIDA PRESENCE

Simply put, Rostan is a Florida company. Our roots were established in the late 90's in the Ybor City area of Tampa Bay, and formalized in 2006 when Rostan became its own brand, as an owned subsidiary of Malcolm Pirnie, Inc. Today Rostan is a privately held firm entering our 20th year in business. Rostan is an established, well-known quantity in Florida having served clients in more than 23 counties.

We also maintain an office located just up the coast in Gulf Breeze, FL. This office's strategic location enables efficient service to the City, with several key senior-level employees based here.

SELECTIVE ENGAGEMENTS

Rostan maintains a principled and responsible approach to pursuing contracts and work opportunities. ***So, what does this mean for the City?*** It means that we selectively pursue opportunities based on our known commitments in the geographic area, and our ability to provide resources to multiple clients in these areas concurrently. Rostan does not currently possess any primary debris monitoring contracts within a 75 mile radius of the City. For this reason, we can ensure the City will receive our highest priority should an event occur in your region of the Florida Panhandle.

CUTTING EDGE TECHNOLOGY

HAULPASS® For nearly 20 years, HaulPass® has been recognized as the original and most trusted name in automated debris management systems (ADMS). Developed by Rostan following Hurricane Katrina, HaulPass® led the digital wave, replacing traditional 5-ply carbon ticketing methods. The new HaulPass® went live in 2019 in response to Hurricane Dorian and has been utilized on more than 60 projects since that time. Rostan has invested millions in HaulPass® since 2018 and is continually innovating and developing new features to remain at the forefront of the ADMS industry.

Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method.

COST INTEGRITY

We recognize that cost ultimately plays a factor in deciding who the City contracts with but understand true cost is difficult to conceptualize based off a fee schedule or a model scenario alone. To contextualize, Rostan prides itself on efficiency by optimizing staffing levels to provide only necessary but appropriate oversight with a focus on maintaining a cost-effective project. We understand as stewards public funding that our responsibility is to maximize the utilization of every dollar spent. As a result, we employ highly capable people in our management structure and overall savings occur due to our management principles and focus on efficiency.

POINT OF CONTACT

I will serve as the administrative contact for the City including contractual requirements and technical clarifications specific to this proposal. Jeff Cousins, our Director of Debris Programs, will serve as the primary operational contact including seasonal preparation and deployment following contract activation.

	ADMINISTRATIVE CONTACT	PRIMARY CLIENT CONTACT
NAME	Travis Mays,	Jeff Cousins
TITLE	Principal/Vice President	Director—Debris Programs
ADDRESS	3433 Lithia Pinecrest Road, Suite 287 Valrico, FL 33596	3433 Lithia Pinecrest Road, Suite 287 Valrico, FL 33596
TELEPHONE	713-823-2002	954-707-8637
FAX	813-333-7330	813-333-7330
EMAIL	tmays@rostan.com	jcousins@rostan.com

In closing, should the City have any questions or require any additional information, please do not hesitate to contact us. We commit to perform the work in accordance with the terms of our proposal and we appreciate your fair consideration of our firm as your debris monitoring services provider.

Very truly yours,

Travis Mays
Principal/Vice President
Rostan Solutions, LLC

B.4 EXCEPTIONS

Rostan takes no exceptions to the City's RFP or proposed contract.



TAB C – QUALIFICATIONS

C.1 Qualifications

C.2 Service Team and Resume

C.3 Personnel Plan

C.1 QUALIFICATIONS

ROSTAN SOLUTIONS

Rostan provides expert guidance, resolute standards of care, and attentive focus in support of municipal and private sector clients throughout the United States. With a business practice built around the core elements of the disaster life cycle, Rostan employs high-character professionals with a broad range of experience and expertise.

Rostan employs approximately 50 full-time professionals, all of whom maintain firsthand knowledge of federal and state-level policy, compliance, and disaster recovery programs. Our employees have extensive experience interacting with and working in coordination with Federal Emergency Management Agency (FEMA), National Resources Conservation Service (NRCS), and the Federal Highway Administration (FHWA), the three most relevant federal agencies responsible for disaster-related grant programs. Rostan has proven success in managing recovery programs and meeting complex documentation and records requirements for FEMA reimbursement for all relevant public assistance categories.

Rostan offers our clients complete disaster preparedness, response and recovery capabilities incorporating client advocacy, timely responsiveness, operational flexibility, creativity, innovation, and efficient solutions. Our range of disaster management services are outlined below.

ROSTAN SOLUTIONS SERVICE OFFERINGS—DISASTER LIFE CYCLE

PREPAREDNESS: *BEFORE DISASTER STRIKES, ROSTAN CAN HELP YOU BE READY FOR ANY EMERGENCY*

- Federal [FEMA] Procurement Policies and Procedures Review and Assessment
- Pre-Event Disaster Response and Recovery Procurement Support
- Comprehensive Emergency Plan Development and Review
- Continuity of Operations ("COOP") Plan Development and Review
- Debris Management Plan Development and Seasonal Review
- DMS Permitting and Regulatory Support Including Identification and Baseline Assessment
- FEMA Public Assistance Pre-Event Audit
- Community Rating System ("CRS") Support and Staff Augmentation
- Training and Exercises

RESPONSE & RELIEF: *ROSTAN IS YOUR PARTNER DURING THE DISASTER TO ENSURE OPERATIONAL CONTINUITY*

- Debris Monitoring [of Debris Removal]
  - General Debris Removal Management
  - Private Property Demolition and Debris Removal Oversight
  - Waterway Debris Removal Oversight
  - Data Development and Document Management
- Public Information and Outreach Support
- Emergency Procurement Support
- Project Management Services for Emergency Remediation and Repair Efforts
- Post-Disaster Damage Assessment and Inventory
- Residential and Public Infrastructure Substantial Damage Assessments
- Emergency Operations Center ("EOC") Staff Augmentation
- GIS-Based Support for Emergency Response and Planning Activities
- Federal, State, and Local Regulatory Compliance Monitoring



RECOVERY AND RECONSTRUCTION: *ROSTAN CAN LEAD YOUR DISASTER RECOVERY AND LONG-TERM REBUILDING EFFORTS*

- Federal Disaster Recovery Funding Program Administration
  - FEMA Public Assistance ("PA") Program, Including 406 Mitigation & Alternative Procedures Pilot ("428 Program") Project Development
  - HHS Administration for Children and Families ("ACF") Funding
  - National Resource Conservation Service ("NRCS") Emergency Watershed Protection Program ("EWP")
- Administrative Appeals Support for Adverse Agency Determinations
- Federal Procurement Regulation ["2 CFR Part 200"] Advisory Services
- Project Management and Construction Oversight
- After Action Planning
- Long-Term Recovery Planning
- Federal Single Audit Support

RESILIENCE, RISK REDUCTION, AND MITIGATION: *AFTER THE DISASTER, ROSTAN CAN HELP IDENTIFY AND SECURE MITIGATION FUNDING TO PROTECT AGAINST FUTURE DAMAGES*

- FEMA Hazard Mitigation Planning, Including:
  - Plan Development and Update
  - GIS and HAZUS-Based Risk Assessment
  - Planning Process Facilitation
- Identifying and Securing State and Federal Hazard Mitigation Funding:
  - FEMA Funding
    - Hazard Mitigation Grant Program ("HMGP")
    - Flood Mitigation Assistance ("FMA")
    - Building Resilient Infrastructure and Communities ("BRIC")
  - HUD Community Development Block Grant ("CDBG") Funding
    - CDBG Mitigation Funding ("CDBG-MIT")
    - CDBG Disaster Recovery Funding ("CDBG-DR")
- Benefit-Cost Analysis ("BCA") Preparation and Rehabilitation
- GIS Application Development
- Grant Management and Regulatory Compliance Support, Including Representation with State and Federal Agencies
- Client-Specific Grant Research and Funding Identification (USDA, NWRF, CWA, etc)

EXPERIENCE OVERVIEW

The projects depicted below summarize our team's experience performing similar services through the past 5 years.

2024			
HURRICANE MILTON			
FLORIDA			**FEMA DR-4834**
City of Kenneth City	City of Leesburg	City of Minneola	City of North Port
City of Pinellas Park	Empath Health		Town of Windermere
HURRICANE HELENE			
FLORIDA			**FEMA DR-4828**
City of Belleair Beach	City of Safety Harbor	City of St. Pete Beach	
City of Treasure Island	Town of Indian Shores	Town of North Redington Beach	
Town of Redington Beach	Town of Redington Shores		
GEORGIA			**FEMA DR-4830**
City of Garden City	City of Ocilla	Glascock County	Irwin County
Lanier County	Lincoln County	McDuffie County	Warren County
HURRICANE FRANCINE			
LOUISIANA			**FEMA DR-4817**
Assumption Parish			
HURRICANE BERYL			
TEXAS			**FEMA DR-4798**
City of Freeport	City of West Columbia		
SEVERE STORMS, TORNADOS, AND STRAIGHT-LINE WINDS			
TEXAS			**FEMA DR-4791**
City of Richardson			
KENTUCKY			**FEMA DR-4798**
Lyon County			
NORTH CAROLINA			**NOT DECLARED**
Town of Carolina Beach			
LOUISIANA			**NOT DECLARED**
City of Slidell	West Feliciana Parish		
2023			
HURRICANE IDALIA			
FLORIDA			**FEMA DR-4734**
City of St. Pete Beach	Suwannee Valley Electric Cooperative		

2022			
HURRICANE IAN			
FLORIDA			**FEMA DR-4673**
City of North Port	City of Pinellas Park		City of Sarasota
City of St. Pete Beach	Town of Windermere		Village of Estero
2021			
SEVERE STORMS, TORNADOS, AND STRAIGHT-LINE WINDS			
KENTUCKY			**FEMA DR-4630**
Lyon County			
HURRICANE IDA			
LOUISIANA			**FEMA DR-4611**
City of Gretna	City off Slidell	New Orleans City Park	Town of Pearl River
HURRICANE NICHOLAS			
TEXAS			
Brazoria County			
2020			
HURRICANES ZETA (FEMA DR-4577), DELTA (FEMA DR-4570), LAURA (FEMA DR-4557)			
LOUISIANA			
New Orleans City Park	West Feliciana Parish	Cameron Parish	
SEVERE STORMS, TORNADOS, AND STRAIGHT-LINE WINDS			
IOWA			**FEMA DR-4557**
City of Tama	City of Toledo		City of Gladbrook
City of State Center	Tama Conservation Center		
HURRICANE ISAIAS			
NORTH CAROLINA			**FEMA DR-4568**
Town of Carolina Beach			

RELEVANT PAST PROJECTS

CITY OF NORTH PORT, FL | PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MANAGEMENT SERVICES MULTIPLE PROJECTS | 2017–ONGOING

HURRICANE MILTON | FEMA DR-4834 | 43,000 CY | COST: $165,000

In October of 2024, Hurricane Milton swept through the state of Florida causing significant damage and impacting thousands of people. The city of North Port, home to nearly 75,000 people, was one of the many areas affected by this damaging storm. Tree damage was significant through the city and needed to be cleaned up. Rostan was contracted to provide debris monitoring services for the city of North Port. Rostan monitored the removal of over 650 truckloads of debris collected from the ROW. This amounted to over 11,000 cubic yards of vegetative debris.

HURRICANE IAN | FEMA DR-4673 | 2.8 MILLION CY | COST: $4.1 MILLION

North Port, FL is a city of more than 60,000 people and 100 square miles, located on the Southeastern border of Sarasota County. On September 28, 2022, Hurricane Ian made landfall in southwest Florida just below peak intensity as a category 4 hurricane. It was the third-costliest weather disaster on record, and the deadliest hurricane to strike the state of Florida since 1935. The City of North Port was one of the many municipalities affected by this major storm. The impacts were devastating. Many trees were down and many homes experienced flooding and wind damage. Rostan was contracted to provide debris monitoring and public assistance support services for the City of North Port. Within hours of the storm, Rostan personnel were on the ground hiring local monitors and meeting with the City and contractors to begin work. Rostan monitored nearly 43,000 truck loads of debris totaling approximately 2.4 million cubic yards (CY) collected from the Right-of-Way (ROW) and hauled to three local disposal facilities and 3,500 truck loads totaling approximately 400,000 CY of reduced debris hauled to two final disposal facilities. In addition, Rostan has monitored the removal of over 8,500 hazardous trees and 20,000 hazardous tree limbs from the ROW.

Additionally, Rostan has served as the program management consulting firm to City of North Port for all City mitigation and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the City liaison to FEMA and FDEM for all correspondence and meetings. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR4673 (Ian) – Grants Management	$46,157,284.82	Grant and Program Management for CAT A-G projects	2022–Present

HURRICANE IRMA | FEMA DR-4337 | 48,000 CY | COST: $470,000

Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City's standby debris monitoring contract in 2014, Rostan served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets (PWs) for both "emergency" and "permanent" work under FEMA's Public Assistance (PA) program. In addition, though outside the scope of Rostan's engagement with the City, Rostan staff provided support to the City to help it secure an $800,000.00 Hazard Mitigation Grant Program (HMGP) grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.

Client Contact: Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd, North Port, FL 34286
941-240-8074, flama@northportfl.gov

CITY OF PINELLAS PARK, FL | DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES MULTIPLE PROJECTS | 2022 • 2025

HURRICANE MILTON | FEMA DR-4834 | 194,000 CY | 2024 | COST: $285,000

In October of 2024, Hurricane Milton swept through the state of Florida causing significant damage and impacting thousands of people. The city of Pinellas Park, home to over 53,000 people, was one of the many areas affected by this damaging storm. Tree damage was significant through the city and needed to be cleaned up. Rostan was contracted to provide debris monitoring services for the city of Pinellas Park. Rostan monitored the removal of over 4,300 truckloads of debris collected from the ROW. This amounted to over 157,000 cubic yards of vegetative debris and over 11,500 cubic yards of construction and demolition debris. In addition, over 2,200 hazardous hanging limbs were removed from the ROW.

HURRICANE IAN | FEMA DR-4673 | 5,200 CY | 2022 | COST: $12,000

Hurricane Ian was one of the most destructive hurricanes to ever make landfall in the state of Florida. It devastated southwest and central Florida in many different places. Pinellas Park is a city located within Pinellas County that has a population of approximately 50,000 people. Rostan was ready to work as soon as the City requested our services to track the debris removal effort. Although this area was not hit as hard as some other areas, there was widespread damage throughout the City. This resulted in the collection of more than 5,000 cubic yards of debris which was eventually mulched and hauled to a final disposal landfill. Additionally, since 2019, Rostan has served as the program management consulting firm to the City of Pinellas Park for all city mitigation, CDBG, ARPA, and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the city liaison to FEMA and FDEM for all correspondence and meetings. Further responsibilities include data collection and dissemination for all tasks

involved in the project as well as reporting to the state of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
FY19 AFG GM	$3M+	Grant and Program Management	2021–2022
DR-4673 (Ian) Debris	$124,739	Debris Management and Monitoring	2022–2023
DR-4673 – Public Assistance	$100K+	Grant and Program Management	2022–Present
DR-4337 HMGP	$3M+	HMGP–Grant Management	2021–Present
ARPA GM	$12M+	ARPA–Grant and Program Management	2022–Present
DR-4673 (Ian) HMGP	$2.5M+	HMGP–Garnett Subdivision Drainage	2022–Present
FY19-FY22 CDBG - Harmony Heights Transportation Improvements	$2.5M+	CDBG–Grant and Program Management	2022–Present
Youth Park Grant Management	$24M+	Grant and Program Management	2022–Present

Client Contact: Kyle Arrison, Construction Services Director, 6250 82nd Ave, Pinellas Park, FL 33781 727-647-0170, karrison@pinellas-park.com

TOWN OF WINDERMERE, FL | DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MULTIPLE PROJECTS | 2017 • 2022–PRESENT

HURRICANE MILTON | FEMA DR-4834 | 12,300 CY | COST: $60,000

Hurricane Milton was a severe category 3 storm that made landfall along the coast of Florida. The town of Windermere, home to over 3,000 residents, was one of the many areas that was affected by this hurricane. The tree damage was significant and created public hazards that needed to be cleaned up throughout the town. Rostan was contracted to provide debris monitoring services for the town of Windermere. Rostan monitored the removal of nearly 500 truckloads of debris collected from the ROW. This amounted to over 12,000 cubic yards of vegetative debris.

HURRICANE IAN | FEMA DR-4673 | 13,900 CY | COST: $90,000

The Town of Windermere, FL is a beautiful enclave in the suburbs of Orlando that is home to a small population of approximately 3,000 people. Though small in geography, Windermere maintains an old-world feel with grand oaks lining many of the Town's original sand and shell streets. Unfortunately, this Town was one of the many impacted by the devastating Hurricane Ian. Within a day of the storm making landfall, Rostan personnel were on the ground ready to work. Rostan was able to quickly hire the necessary local staff and commence the tracking of the debris removal process throughout Windermere. The high winds caused many trees to be impacted, resulting in the collection of nearly 14,000 cubic yards of debris from the public Right-of-Way.

Additionally, Rostan has served as the program management consulting firm to the Town of Windermere for all public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the town liaison to FEMA and FDEM for all correspondence and meetings. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the State of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4673 FHWA	$3M+	Grant and Program Management	2022–Present
DR-4673 (Ian) Debris	$447,000+	Debris Management and Monitoring	2022–Present
DR-4673–Public Assistance	$100K+	Grant and Program Management for CAT A-G projects	2022–Present

HURRICANE IRMA | FEMA DR-4337 | 16,400 CY | COST: $40,000

In the wake of Hurricane Irma, Rostan was contacted by the Town of Windermere, which did not have a standby debris monitoring contract. Hurricane Irma's winds caused extensive damage to the old-growth trees throughout the Town.

Rostan was able to identify resources and respond to the Town's needs immediately. Our team monitored the removal of more than 16,000 cubic yards over the course of one month.

Client Contact: Tonya Elliott Moore, Director of Public Works, 614 Main Street, Windermere, FL 34786, 407-876-2563 ext. 5325, tmoore@town.windermere.fl.us

CITY OF ST. PETE BEACH, FL | DEBRIS MANAGEMENT SERVICES
MULTIPLE PROJECTS | 2022 • 2023 • 2024

HURRICANE HELENE | FEMA DR-4828 | 290,000 CY | COST: $430,000

Hurricane Helene was a devastating category 4 storm that made landfall in the big bend region of Florida. The city of St. Pete Beach, home to nearly 9,000 residents, was one of the many areas that was affected by this hurricane with catastrophic flooding. Rostan was contracted to provide debris monitoring services for the city of St. Pete Beach. Rostan monitored the removal of over 4,600 truckloads of debris collected from the ROW. This amounted to over 1,000 cubic yards of sand debris, over 200,000 cubic yards of construction and demolition debris, and over 13,000 cubic yards of vegetative debris.

HURRICANE IDALIA | FEMA DR-4734 | 1,750 CY | COST: $30,000

Hurricane Idalia was a powerful and destructive Category 4 hurricane that caused significant damage across the southeastern United States, especially Florida. The City of St. Pete Beach was one of the many municipalities affected by the storm. St. Pete Beach is home to approximately 10,000 full-time residents within Pinellas County and is one of the most popular tourist destinations on the west coast of Florida. Rostan was on the ground and ready to work within days of the storm making landfall. Rostan hired local monitors and immediately commenced work in tracking debris removal efforts. This resulted in over 1,400 cubic yards of vegetative debris, 350 cubic yards of construction and demolition debris, and 920 pounds of household hazardous waste being collected from the public right-of-way and hauled to a final disposal landfill.

HURRICANE IAN | FEMA DR-4673 | 3,630 CY | COST: $32,000

Hurricane Ian cast devastation upon a large majority of Florida and the city of St. Pete Beach happened to fall victim to some of the damage. Rostan was on the ground and ready to work within days of the storm making landfall. Rostan hired local monitors and immediately commenced work in tracking debris removal efforts. This resulted in nearly 4,000 cubic yards of vegetative debris being collected from the public right-of-way and hauled to a temporary disposal site. The debris was then mulched and hauled to a final disposal landfill.

Client Contact: Camden Mills, Director of Public Services, 7581 Boca Ciega Dr, St Pete Beach, FL 33706 727-363-9243, cmills@stpetebeach.org

CITY OF SAFETY HARBOR, FL | DEBRIS MONITORING SERVICES
HURRICANE HELENE | FEMA DR-4828 | 41,000 CY | 2024 | COST: $200,000

Hurricane Helene, a severe category 4 hurricane at landfall, caused catastrophic flooding up and down the Florida coast in September 2024. The City of Safety Harbor, home to over 17,000 residents, felt these impacts greatly. Significant tree damage was caused and needed to be cleaned up. Rostan was contracted to provide debris monitoring services for the City. Rostan monitored the removal of over 1,600 truckloads of debris collected from the ROW. This amounted to over 38,000 cubic yards of vegetative debris and over 3,000 cubic yards of construction & demolition debris that were collected and hauled to a disposal site.

Client Contact: Renee Cooper, Public Works Director, 1200 Railroad Avenue, Safety Harbor, FL 34695 727-724-1550, rcooper@cityofsafetyharbor.com

TOWN OF NORTH REDINGTON BEACH, FL | DEBRIS MONITORING SERVICES
HURRICANE HELENE | FEMA DR-4828 | 2024 | 19,000 CY | COST: $150,000

Hurricane Helene, a severe category 4 hurricane at landfall, caused catastrophic flooding up and down the Florida coast in September 2024. The town of North Redington Beach, home to nearly 1,500 residents, felt these impacts greatly. Many houses were flooded from the storm surge and debris needed to be cleaned up. Rostan was contracted to provide debris monitoring services for the town of North Redington Beach. Rostan monitored the removal of over 1,100 truckloads of debris collected from the ROW. This amounted to over 19,000 cubic yards of construction and demolition debris that were collected and hauled to a disposal site.

Client Contact: Mari Campbell, Town Clerk, 190 173rd Avenue, North Redington Beach, FL 33708 727-391-4848, townclerk@townofnrb.com

VILLAGE OF ESTERO, FL | DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE IAN | FEMA DR-4673 | 375,000 CY | 2022–2023 | COST: $640,000

Rostan's work with the Village of Estero is representative of the services we provided to our clients throughout the state following Hurricane Ian. The Village of Estero is a community that covers an area of approximately 25 square miles with a population of 37,000 people. It is located in Lee County, FL just south of Fort Myers. Rostan has served as the Village's on-call debris monitoring consultant since 2017. Rostan was in communication with the Village's Department of Public Works before Hurricane Ian had made landfall in preparation for an imminent deployment. Rostan staff was on the ground October 2, 2022, with debris monitoring activities commencing on October 4. Rostan hired over 30 local employees to serve as debris monitors. Debris monitoring efforts were completed in 91 days and a total of 375,000 cubic yards of storm-generated debris was collected and properly disposed. Over 1,350 hazardous limbs and 47 damaged or uprooted trees were also removed. Additionally, 660 white goods, 555 electronic waste items, and just over 7,700 pounds of household hazardous waste was properly disposed.

Contact: David Willems, P.E., Public Works Director, 9401 Corkscrew Palms Circle, Estero, FL 33928
239-221-5035, willems@estero-fl.gov

CITY OF LEESBURG, FL | DEBRIS MONITORING SERVICES
HURRICANE HELENE | FEMA DR-4828 | 2024 | COST: $165,000

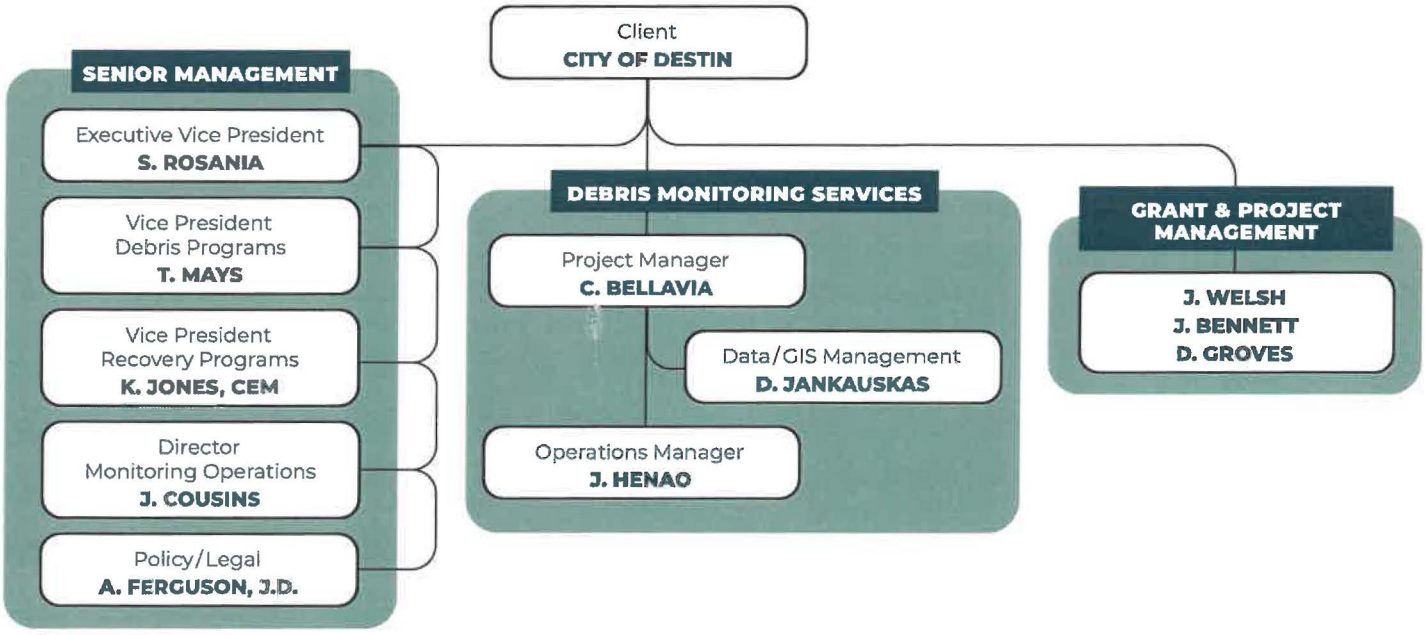
Hurricane Milton, a category 3 hurricane at landfall, caused catastrophic damage to the Florida coast in October 2024. The city of Leesburg, home to 27,000 residents, felt these impacts greatly. Debris was scattered throughout that consisted of significant tree damage. Rostan was contracted to provide debris monitoring services for the city of Leesburg. Rostan monitored the removal of over 1,100 truckloads of debris collected from the ROW. This amounted to over 46,000 cubic yards of vegetative debris.

Client Contact: Neil Gaines, Deputy Director of Public Works, 932 E Main St, Leesburg, FL 34748
352-435-9442, Neil.Gaines@leesburgflorida.gov

C.2 SERVICE TEAM AND RESUME

The Rostan team is organized to create a seamless and transparent approach to projects. As shown in the following organizational chart, we have assembled a team of seasoned professionals with the qualifications and experience needed for this project. This organizational structure provides the City with a defined leadership and communication structure.

KEY PERSONNEL AND PROJECT TEAM MEMBERS



Rostan has reviewed the scope of services for this project and assembled a project team consisting of highly competent professional staff with the experience and technical capabilities necessary to implement a project of this scope and manage it to successful completion. Our experience is that the key to an expeditious recovery includes careful planning and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best practices, and our understanding of current regulations.

All key Rostan personnel assigned to this project are full-time staff and have considerable experience managing and supporting large-scale projects. Some of these projects are mentioned briefly below.

SAM ROSANIA

ROSTAN

PRINCIPAL • EXECUTIVE VICE PRESIDENT

Mr. Rosania is the Co-Founder and Executive Vice President of Rostan and has more than 40 years of experience working for the public and the private sector. Mr. Rosania's areas of expertise include disaster management and recovery, integrated solid waste management, and hazardous waste management. He is a co-founder of Rostan and has fulfilled an advisory and support role on every debris monitoring project since Rostan was founded.

TRAVIS MAYS

ROSTAN

PRINCIPAL • VICE PRESIDENT

Mr. Mays serves as Rostan's Vice President of Debris Programs. He has 16 years of experience and has personally led the management of some of Rostan's largest debris removal monitoring projects including multiple USACE projects and has had an oversight role on every debris monitoring project since 2011. He has been on staff with Rostan since 2008.

KYLE JONES, CEM

ROSTAN

PRINCIPAL • VICE PRESIDENT

Mr. Jones is a Certified Emergency Manager (CEM) with emergency management and hazard mitigation experience. He is regarded as a subject matter expert in the HMGP and FEMA Public Assistance Programs through the International Association of Emergency Managers (IAEM) and has worked with recovery and mitigation projects since 2004. He also specializes in development of PWs, the FEMA appeal process, Code of Federal Regulation (CFR) analysis, and identification of Federal funding sources for clients. Mr. Jones has extensive programmatic knowledge of the 404 and 406 Grant Programs and has over a decade of hands-on experience in managing major Federal disaster declarations and program funding. Mr. Jones has been on staff with Rostan since 2018.

JEFF COUSINS

ROSTAN

DIRECTOR – DEBRIS PROGRAMS

Mr. Cousins has 20 years of experience managing debris monitoring and disaster recovery projects for clients at the local, state, and federal level. He serves as Rostan's Director of Monitoring Operations. Mr. Cousins is intimately familiar with the scope of services anticipated for this project. In addition to numerous other clients, he has managed large-scale projects for clients including New Jersey Department of Environmental Protection, Cumberland County, TN, and Liberty County, FL. Mr. Cousins has an array of experience managing ROW debris removal; leaner, hanger, and hazardous stump removal; waterways debris removal, demolition, and PPDR operations from startup to closeout. He has been on staff with Rostan since 2004.

ADAM FERGUSON

ROSTAN

POLICY / LEGAL

Mr. Ferguson has 19 years of experience in disaster recovery, mitigation, and grants management. He acts as a Senior Programmatic Specialist and Project Manager for Disaster Recovery Operations supporting states, local governments, and utilities in the identification, pursuit, and securing of state and federal aid. He is skilled in providing technical guidance and assistance in demonstrating programmatic eligibility. Mr. Ferguson also directs programmatic and administrative appeals processes for clients facing adverse agency determinations. He has been on staff with Rostan since 2017.

CHRIS BELLAVIA

ROSTAN

PROJECT MANAGER

Mr. Bellavia has 13 years of experience and has served in debris monitoring operations management supporting disaster recovery efforts throughout the country. He led kick-off of debris monitoring and management operations for the City of North Port following Hurricane Irma and more recently, Hurricane Ian. Additionally, he served as Technical Services Manager for the 5.9 million cubic yard debris monitoring project for the U.S. Army Corps mission throughout Puerto Rico following Hurricane Maria. Mr. Bellavia has been involved in additional large-scale projects including Liberty County, FL, Charleston County, SC, Township of Brick, NJ, and New Jersey Department of Environmental Protection. He has been on staff with Rostan since 2012.

JHON HENAO

ROSTAN

OPERATIONS MANAGER

Originally hired as a field supervisor, Mr. Henao has served as both operations and project manager on several Rostan projects in the past 7 years. He is extremely proficient in the use and deployment of HaulPass® and has led the deployment of the platform on a number of debris monitoring projects. Mr. Henao is an excellent personnel manager and thrives managing daily operation activities including personnel scheduling, equipment disbursement, and communication with different project stakeholders such as contractors and clients. Mr. Henao's dual language (English/Spanish) skills are extremely beneficial when hiring and training local employees. Before his involvement in the disaster recovery industry, Mr. Henao worked in the international logistics and transportation industry. He has been with Rostan since 2017.

DENISE JANKAUSKAS

ROSTAN

DATA MANAGEMENT

Ms. Jankauskas has 13 years of experience managing data collection and quality control of data elements for debris monitoring projects. Her strict attention to detail, coupled with a comprehensive background in graphics and design, enables her project teams to meet all project reporting requirements in a timely manner while maintaining the highest data integrity standards. She has been on staff with Rostan since 2012.

JAMIE WELSH

ROSTAN

GRANT AND PROGRAM MANAGEMENT CONSULTING

Ms. Welsh offers extensive experience in Disaster Planning and Recovery. Her work with disaster-related projects began in 2008 during recovery assistance efforts in the wake of Hurricane Gustav and have since earned the designation as subject matter expert in the area of Public Assistance, with specific expertise in reimbursements, identifying and recovering project overpayments, procurement, financial reconciliation, and closeout. She is well-versed in FEMA codes and regulations. Ms. Welsh has been on staff with Rostan since 2019.

JOSHUA BENNETT

ROSTAN

GRANT AND PROGRAM MANAGEMENT CONSULTING

Mr. Bennett has 18 years of experience in the construction industry. Throughout this time he has amassed skills in construction management, project management, inspection, labor relations, quality control, scheduling, supervising, building site supervision, blueprints, reporting, time management, punch lists, contracting, estimating, material costing, invoicing, renovations, OSHA, hazardous materials, HAZMAT, building codes, electrical codes, and environmental codes. Mr. Bennett has been on staff with Rostan since 2019.

DINA GROVES

GRANT AND PROGRAM MANAGEMENT CONSULTING

ROSTAN

Ms. Groves has expertise in cost analysis, analytics, and database creation. She has translated her previous experience with data collection/ analytics and management to the disaster recovery industry. Ms. Groves is very detail oriented and will ensure that the margin of error is little to none when reviewing documentation that needs to be sent to FEMA. She has been on staff with Rostan since 2021.

For more detailed information, resumes of these key individuals anticipated to serve the City can be found in the Appendix.

SERVING THE CITY

We are amenable to City guidance and are willing to meet as often as necessary to ensure the City's comfort working in concert with our professional team.

Typically, this means that annually, during the life of the contract, Rostan will facilitate an in-person meeting with City officials prior to hurricane season to confirm staffing, deployment plans, project expectations, and establish and maintain regular points of contact.

Following an initial deployment, we will meet with the City daily, until it is otherwise unnecessary to provide status updates, coordinate with project stakeholder, and ensure objectives are being met.

We remind the City that any utilization of our services through this contract will be at the City's discretion, and we play a supporting role while working towards the City's objectives.

C.3 PERSONNEL PLAN

OPERATING PLAN

Included in the following Table is a sample Debris Monitoring Plan. Rostan will develop a similar plan through coordination with the District to flesh out details and responsibilities with the goal of ensuring that all support functions have accountable resources.

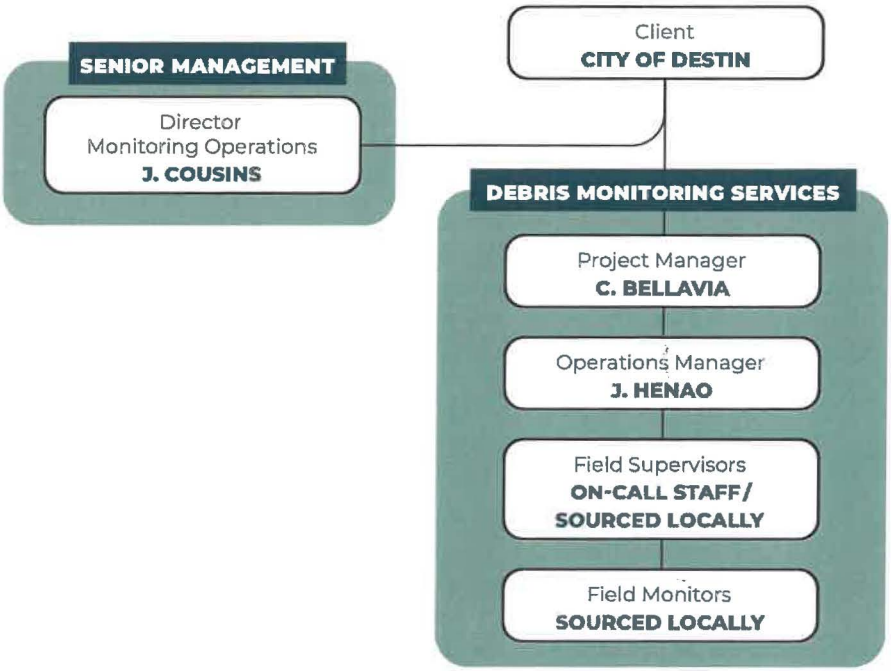
PRELIMINARY DEBRIS MONITORING PLAN		
DEBRIS MONITORING TASKS	**ACTION ITEM**	**TIMELINE**
PRE-EVENT TASKS		
PLANNING AND COORDINATION	Summarize operational and communications plan, DMS locations, and logistics and staging areas	During off-season and 72 hours prior to mobilization
INITIAL PRE-EVENT COORDINATION	Telecommunications and/or in-person contact with client	72 hours prior to mobilization
DEBRIS CONTRACTOR COORDINATION	Place debris contractor on stand-by	72 hours prior to mobilization
OEM AND FEMA COMMUNICATION	Coordinate OEM and FEMA client public assistance conference calls	As requested
LOGISTICS AND OPERATIONS COORDINATION	Implement preliminary mobilization of Rostan Reserves	72 hours prior to field operations launch
	Preliminary staging of field kits	72 hours prior to field operations launch
	Initiate Event Manager/HaulPass® data and GIS database	72 hours prior to field operations launch
PRE-EVENT COMMUNICATION	Prior to a disaster event the Project Manager and/or District Liaison will participate in conference call to discuss event status with staff and contractors	Occurs daily morning and afternoon within 72-hour field operations launch window
	Prior to a disaster event the Project Manager and/or District Liaison will report to the EOC or other designated forward staging area	Report as requested

PRELIMINARY DEBRIS MONITORING PLAN		
DEBRIS MONITORING TASKS	**ACTION ITEM**	**TIMELINE**
DEBRIS MONITOR MOBILIZATION	Mobilization of Rostan Reserves	Incident occurence is imminent
	Implement Rostan staff recruiting plan	72 hours prior to field operations launch
	Remote staging of equipment and personnel	72 hours prior to field operations launch
POST-EVENT TASKS		
ADMINISTRATIVE TASKS	Obtain Presidential Disaster Declaration	6 to 48 hours after mobilization
	Obtain Notice to Proceed/Issue Certificate of Insurance	Incident occurrence to 48 hours after
	Continue with staffing plan implementation and training	6 hours after field operations launch and until the end of the debris mission
OPERATIONS MANAGEMENT TASKS	Perform preliminary damage and debris assessments	2 to 48 hours after incident
	Evaluate Debris Management Sites (DMS)	2 to 48 hours after incident
	Perform preliminary debris cost estimate	2 to 48 hours after incident
	Update GIS Map with debris zones	2 to 48 hours after incident
	Compile and issue Daily Report	Daily beginning 1st day of operations
	Obtain Permit or appropriate approvals for DMS locations	12 hours after incident until all necessary DMS locations are operational
MONITOR DEBRIS CONTRACTOR FIRST PUSH	Monitor equipment and labor hours of debris contractor equipment that is mobilized utilizing T&M daily log forms	70-hour T&M period
MONITOR RIGHT-OF-WAY DEBRIS COLLECTION	1st Pass—Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 1 through Week 6
	2nd Pass—Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 7 through Week 10
	3rd Pass—Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 11 through Week 12
MONITOR SPECIAL WASTE COLLECTION	Monitor debris contractor crews collecting eligible special waste disaster debris such has appliances, stumps, leaning trees, hanging limbs, and HHW etc. from public ROWs	Week 5 through Week 12
DMS OVERSIGHT AND MONITORING	Document pre-DMS conditions with photographs and other means as required by regulatory agencies	1st week until debris mission complete
	Observe debris contractor operations at the site to assure environmental compliance	1st week until debris mission complete
	Perform "load calls" of debris contractor debris loads	Throughout mission
	Monitor debris contractor upon exit of DMS	Throughout mission
	Document post-DMS conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR CITIZEN DROP-OFF SITES	Document pre-site conditions with photographs and other means as required by regulatory agencies	Prior to opening DMS locations
	Document and record residents and debris drop-off	Throughout mission
	Observe debris contractor operations at the site to assure environmental compliance. Document the amount of debris processed	Throughout mission
MONITOR CITIZEN DROP-OFF SITES *(continued)*	Document post-site conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR FINAL DISPOSAL	Obtain documentation that final disposal location is permitted and approved for the debris material	1st week until debris mission complete
	Monitor final disposal of debris contractor and obtain scale record or load manifest	Throughout mission

PRELIMINARY DEBRIS MONITORING PLAN		
DEBRIS MONITORING TASKS	**ACTION ITEM**	**TIMELINE**
DATA MANAGEMENT/HAULPASS EVENT MANAGER	Manage and facilitate roll-based access and use of HaulPass	Throughout mission
	Establish API or system integrations with project stakeholders	As requested
	Perform debris contractor invoice reconciliation	As invoices are submitted by debris contractor
	Issue applications for payment of debris contractor invoices	As invoices are submitted by debris contractor
	Coordinate and facilitate data transfers request from debris contractor, state and federal personnel	Throughout mission
CALL CENTER	Operate and staff call center in coordination with CIC	As requested
WATERWAY DEBRIS REMOVAL MONITORING	Monitor debris collection crews collecting eligible debris from area waterways	If needed
MONITOR PRIVATE PROPERTY DEBRIS REMOVAL	Manage PPDR program	If needed
DEMOLITION OF STRUCTURES ON PRIVATE PROPERTY	Manage Demo program	If needed
PROJECT CLOSEOUT	Provide electronic documents for reimbursement support	Mission completion

STAFFING DEPLOYMENT PLAN

Staffing levels are determined based on the quantity of collection resources. Rostan will work daily with the City's staff and debris hauler to determine the appropriate level of project oversight based on the number of collection resources in operation, types of debris streams involved, and the number of disposal or temporary debris management sites in use. It is anticipated based on the size and geography of the City that a small even may require fewer than 10 Rostan personnel, while a large event may require in excess of 50.





TAB D – SUBCONTRACTING PLAN

D. SUBCONTRACTING PLAN

Rostan does not intend to engage subcontractors to fulfill the scope of services sought through the City's RFP. Should a need be identified during a project that was not readily identifiable in the RFP, Rostan may engage a subcontractor as necessary. We will confirm the participation of any proposed subcontractor with the City prior to authorizing engagement.



TAB E – PROPOSAL APPROACH

E.1 Debris Monitoring Approach

E.1.1 Guiding Principles

E.1.2 Debris Monitoring Operations and Management

E.1.3 Automated Debris Management System (ADMS)

E.2 Consulting Services Approach

E.2.1 Overview

E.2.2 Customized Approach for the City

E.2.3 Leverage Available Funding

E.2.4 Protocols

E.1 DEBRIS MONITORING APPROACH

E.1.1 GUIDING PRINCIPALS

Rostan has developed a tried-and-true method for managing debris monitoring projects and the federal programs that financially support recovery efforts. Our work plan is founded on a thorough understanding of the required services and incorporates substantial experience and cutting-edge digital platforms to deliver a responsive and comprehensive effort in support of City recovery goals.

Rostan' approach is grounded by ***five key principles***. Focusing on these principles ensures a safe, cost-effective, and efficient recovery project. These principles are identified below:

1

SAFETY

Safety is paramount and tops the list of Rostan's project management principles. Focusing on the public's safety and wellbeing first ensures that the primary project goal is always in focus. This extends to the recovery effort itself requiring project employees to place personal safety at the forefront.

2

LISTEN

Listening requires a desire to understand each client's unique situation and project goals. Active communication guards against misinterpretation and makes certain all project stakeholders are working toward the same objectives.

3

REINVEST

One of the key goals of any disaster recovery project is to ensure the economic survivability of the community. Rostan uses locally hired residents, resources, and businesses to support our project efforts. This approach guarantees considerable portions of project revenue are reinvested back into the community either directly or through subcontractor participation.

4

RESPONSIVE

An efficient, focused response is critical when communities are dependent on your efforts to recover from devastating disasters. Confidence in the reliability of project partners provides a sense of ease knowing resources will be available during a time of need.

5

FUNDING

Federal funding programs can be onerous and managing the administrative burden time consuming. Our work product is developed to meet the requirements of the applicable funding agencies that administer available post-disaster grants to ensure reimbursement funding opportunities are maximized.

E.1.2 DEBRIS MONITORING OPERATIONS AND MANAGEMENT

Working in coordination with the industry's most prominent debris hauling companies to achieve client goals, Rostan provides a professional, well managed, and responsive operation coupled with quality project deliverables that support funding reimbursement pursuits. This section identifies our role in providing these services, the tasks associated, and the data management and collection platforms we have developed to support these efforts. HaulPass® has become an integral component of nearly every debris monitoring task Rostan performs and as such will be mentioned frequently throughout this section. For greater detail on the HaulPass® system, please refer to *Tab E.1.3: Automated Debris Management System (ADMS).*

Rostan's approach to providing debris monitoring services has been honed through our response efforts in support of clients following dozens of major disasters and is consistent and compliant with FEMA guidance and program policy (e.g., *Public Assistance Program & Policy Guide FP-104-009-2/January 2025*, *Public Assistance Debris Monitoring Guide/March 2021*, and supplementals).

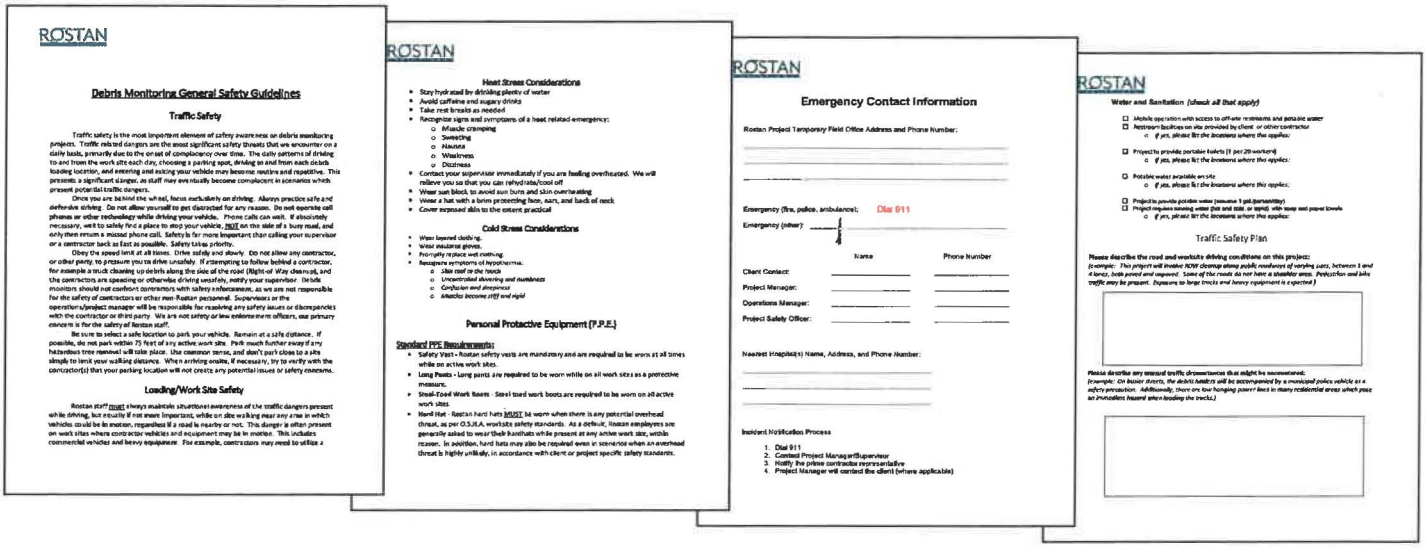
PLANNING AND SEASONAL TRAINING

Rostan encourages off-season engagement to prepare and plan for future potential events. Part of this planning process incorporates annual review of operating plans, service contracts, and DMS site availability and permitting. This value-added service is intended to bring project stakeholders together and define recovery strategies.

Disaster Debris Management Plans (DDMP) are typically reviewed during offseason planning sessions, amended as needed, and appended to Comprehensive Emergency Management Plans. Rostan can review the City's DDMP and would welcome the opportunity to conduct a thorough review and update the components as necessary.

HEALTH AND SAFETY

Rostan's health and safety approach is based upon our lessons learned, near misses, industry best practices, applicable federal, state, local regulations, and contractual requirements. Rostan will designate a health and safety officer for the duration of the project to support field operations with respect to health and safety protocols and procedures established in the Health and Safety Plan (HASP). Rostan will develop a HASP that addresses health and safety procedures for the overall debris monitoring field operation, each DMS, each citizen drop-off site, and final disposal sites. Images of a typical Rostan HASP are provided below: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Debris Monitoring General Safety Guidelines

Traffic Safety

Traffic safety is the most important element of safety awareness on debris monitoring projects. Traffic related dangers are the most significant safety threats that we encounter on a daily basis, primarily due to the onset of complacency over time. The daily patterns of driving to and from the work site each day, choosing a parking spot, driving on and from each debris loading location, and entering and exiting your vehicle may become routine and repetitive. This presents a significant danger, as staff may eventually become complacent in scenarios which present potential traffic dangers.

Once you are behind the wheel, focus exclusively on driving. Always practice safe and defensive driving. Do not allow yourself to get distracted for any reason. Do not operate cell phones or other technology while driving your vehicle. Phone calls can wait. If absolutely necessary, wait to safely find a place to stop your vehicle, NOT on the side of a busy road, and only then return a missed phone call. Safety is far more important than calling your supervisor or a contractor back as fast as possible. Safety takes priority.

Obey the speed limit at all times. Drive safely and slowly. Do not allow any contractor, or other party, to pressure you to drive unsafely. If attempting to follow behind a contractor, for example a truck cleaning up debris along the side of the road (Right-of-Way cleaning), and the contractors are speeding or otherwise driving unsafely, notify your supervisor. Debris monitors should not confront contractors with safety infractions, as we are not responsible for the safety of contractors or other non-Rostan personnel. Supervisors or the operation's/project manager will be responsible for resolving any safety issues or discrepancies with the contractor or third party. We are not safety or law enforcement officers, our primary concern is for the safety of Rostan staff.

Be sure to select a safe location to park your vehicle. Remain at a safe distance. If possible, do not park within 75 feet of any active work site. Park much further away if any hazardous tree removal will take place. Use common sense, and don't park close to a site simply to limit your walking distance. When arriving onsite, if necessary, try to verify with the contractor(s) that your parking location will not create any potential issues or safety concerns.

Loading/Work Site Safety

Rostan staff must always maintain situational awareness of the traffic dangers present while driving, but equally if not more important, while on site walking near any area in which vehicles could be in motion, regardless if a road is nearby or not. This danger is often present on work sites where contractor vehicles and equipment may be in motion. This includes commercial vehicles and heavy equipment. For example, contractors may need to utilize a

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Heat Stress Considerations

- Stay hydrated by drinking plenty of water
- Avoid caffeine and sugary drinks
- Take rest breaks as needed
- Recognize signs and symptoms of a heat related emergency:
  - Muscle cramping
  - Sweating
  - Nausea
  - Weakness
  - Dizziness
- Contact your supervisor immediately if you are feeling overheated. We will relieve you so that you can rehydrate/cool off
- Wear sun block, to avoid sun burns and skin overheating
- Wear a hat with a brim protecting face, ears, and back of neck
- Cover exposed skin to the extent practical

Cold Stress Considerations

- Wear layered clothing.
- Wear insulated gloves.
- Promptly replace wet clothing.
- Recognize symptoms of hypothermia.
  - *Slow reaction time*
  - *Uncontrolled shivering and numbness*
  - *Confusion and sleepiness*
  - *Muscles become stiff and rigid*

Personal Protective Equipment (P.P.E.)

Standard PPE Requirements:

- Safety Vest - Rostan safety vests are mandatory and are required to be worn at all times while on active work sites.
- Long Pants - Long pants are required to be worn while on all work sites as a protective measure.
- Steel-Toed Work Boots - Steel toed work boots are required to be worn on all active work sites.
- Hard Hat - Rostan hard hats MUST be worn when there is any potential overhead threat, as per O.S.H.A. worksite safety standards. As a default, Rostan employees are generally asked to wear their hardhats while present at any active work site, within reason. In addition, hard hats may also be required even in scenarios when an overhead threat is highly unlikely, in accordance with client or project specific safety standards.

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Emergency Contact Information

Rostan Project Temporary Field Office Address and Phone Number:

Emergency (fire, police, ambulance): Dial 911

Emergency (other):

	Name	Phone Number
Client Contact:		
Project Manager:		
Operations Manager:		
Project Safety Officer:		

Nearest Hospital(s) Name, Address, and Phone Number:

Incident Notification Process

1. Dial 911
2. Contact Project Manager/Supervisor
3. Notify the prime contractor representative
4. Project Manager will contact the client (where applicable)

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Water and Sanitation *(check all that apply)*

- ☐ Mobile operation with access to off-site restrooms and potable water
- ☐ Restroom facilities on site provided by client or other contractor
  - *If yes, please list the locations where this applies:*
- ☐ Project to provide portable toilets (1 per 20 workers)
  - *If yes, please list the locations where this applies:*
- ☐ Potable water available on site
  - *If yes, please list the locations where this applies:*
- ☐ Project to provide potable water (minimum 1 gal/person/day)
- ☐ Project requires sewage water (bio and solid, or liquid, with soap and paper towels
  - *If yes, please list the locations where this applies:*

Traffic Safety Plan

Please describe the road and worksite driving conditions on this project:
(example: This project will involve ROW cleanup along public roadways of varying sizes, between 2 and 4 lanes, both paved and unpaved. Some of the roads do not have a shoulder area. Pedestrian and bike traffic may be present. Exposure to large trucks and heavy equipment is expected.)

Please describe any unusual traffic circumstances that might be encountered:
(example: On busier streets, the debris haulers will be accompanied by a municipal police vehicle as a safety precaution. Additionally, there are low hanging power lines in many residential areas which pose an immediate hazard when loading the trucks.)

Each debris monitor is provided with field training, including an emphasis on hazards and vulnerabilities and methods to reduce risk on the job site. These topics are covered in our field training guides. Rostan provides required personal protective equipment that field personnel must wear while working in designated work areas. Each operating day begins with a morning operational and safety meeting attended by all field personnel.

TYPICAL ROSTAN PERSONAL PROTECTIVE EQUIPMENT (PPE) CONSISTS OF:



SAFETY HAT | SAFETY GLASSES | SAFETY VEST | STEEL-TOE BOOTS | MOBILE PHONE | EAR PLUGS

Additional PPE is available as operational parameters may dictate, e.g., life vests, dust masks, sun screen, insect repellent, work gloves, etc.

QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Rostan personnel at all levels are aware of the importance of providing a quality work product. We will provide a designated QA/QC Officer to oversee Rostan's operational performance and support the Project Manager, Operations Manager and Field Supervisors in implementing our QA/QC protocols and procedures..

QA/QC TASKS GENERALLY INCLUDE BUT ARE NOT LIMITED TO:
Daily review of HaulPass® ticket data, scale receipts and other manifests
DMS permit application review and approvals
Reconnaissance of current debris zones for daily progress
Random re-certifications of debris contractor vehicles
Random health and safety inspections and audits
ADDITIONALLY, THE HAULPASS® SYSTEM PROVIDES SIGNIFICANT QA/QC FUNCTIONS FOR:
ROW Monitor location tracking and performance measurement
Damage resolutions
GIS-based debris collection progress mapping
DMS Monitor performance measurement and audits
Debris contractor performance measurement and resource allocation
Debris contractor invoice reconciliation
Reimbursement support documentation audit

FIELD OPERATIONS AND REPORTING

Operations Management—Includes priority communication with debris removal contractors and community stakeholders on a daily or more frequent basis as needed. Each day begins with a meeting in the field, assigning crews and monitors to areas of operation and establishing the collective operating goals for that day. At the close of each operating day, contractors, Rostan representatives, and community stakeholders will meet to plan for the following operating day. Field monitors are deployed with debris contractor crews to monitor the loading of trucks and to issue load tickets. We provide area field supervisors that are responsible for a defined geographic area in support of monitoring efforts. Our supervisors will work closely with debris contractor supervisors to anticipate, and address changing field conditions, manage communications, deploy field staff, and adjust as necessary to efficiently manage debris collection operations.

In addition, we will coordinate and communicate with the City regarding overall debris recovery status, debris contractor performance and provide daily operations status updates.

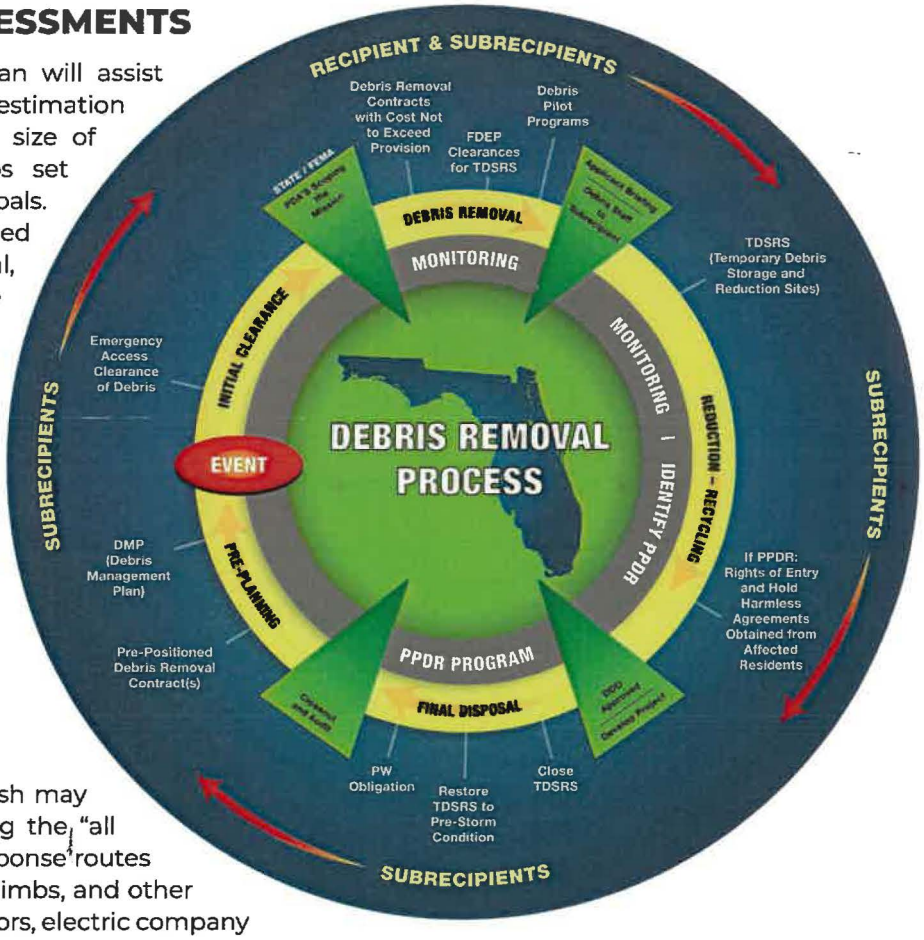
Reporting—Rostan provides daily reporting to document each day's activities and capacity. Reports are typically released by 12:00 PM noon, on the following operating day unless another reporting deadline is required. The HaulPass® website is accessible via a web interface to view current operational information such as:

Debris volumes collected by debris type
Debris volumes hauled by type
Debris quantities by DMS
Equipment certification totals

Samples of some of Rostan's reports are included under *Tab E.1.3: Automated Debris Management System (ADMS).*

PRELIMINARY DEBRIS ASSESSMENTS

Within 24–48 hours of activation, Rostan will assist the City with debris estimates. Debris estimation is critical to determining the type and size of a debris recovery operation and helps set recovery expectations, timeframes, and goals. Preliminary debris estimates are based on modeling and confirmed by aerial, topographical, and visual reconnaissance of the affected area. Field estimates are typically gathered by surveying a representative sub-set of each community and extrapolated to develop a damage picture for the affected area. Following Hurricanes, this may be City-wide. Following floods or other more localized events like a tornado, the affected area may be isolated to certain neighborhoods or geographic subsets.



MONITORING FIRST PUSH/ CUT AND TOSS

Following an extreme event, an initial push may be required as soon as possible following the "all clear". Critical arteries and emergency response routes are prioritized and cleared of fallen trees, limbs, and other disaster debris by teams of debris contractors, electric company crews, local client crews and Rostan monitors. The debris clearance phase may go beyond the FEMA 70-hour allowable time and materials window under certain scenarios.

If requested, Rostan will provide monitors to document and record time and materials efforts during the debris clearance phase. Rostan can and will facilitate the administration and management of documentation to be provided in support of project worksheet development for Category B reimbursement from FEMA.

Rostan will perform the following tasks during the debris clearance phase:

Certify and placard equipment and vehicles
Assist with documenting and prioritizing roads for immediate clearance
Capture time and materials efforts by City personnel, contractor staff crews, and volunteers
Manage the time and materials information collected daily
Issue a daily report of roads cleared, road status and schedule, and other salient data
Review and reconcile contractor and supplier invoices
Compile and provide information for all Category A and B PWs

RIGHT-OF-WAY (ROW) DISASTER DEBRIS COLLECTION MONITORING



Right-of-Way (ROW) monitors are trained with respect to FEMA *Public Assistance Program & Policy Guide FP-104-009-2/January 2025* and *Public Assistance Debris Monitoring Guide/March 2021* guidance. Our training also includes health and safety components, eligibility requirements specific to the local, state, and federal regulations, and debris contractor monitoring. Rostan's Operations Manager and Supervisors work closely with the City and debris contractor personnel to provide ROW Monitors for each debris crew mobilized by the debris contractor. Rostan's Operations Manager and Supervisors are responsible for ROW Monitor training, scheduling, deployment, QA/QC, as well as reacting to daily changes associated with debris contractor crews, monitor issues and FEMA inquiries.

Each Rostan ROW Monitor will be equipped with a HaulPass® handheld unit as well as all necessary field equipment and required health and safety personal protective equipment (PPE). Rostan ROW Monitors are capable of performing any of the tasks listed below:

Monitor eligible disaster debris collection from ROW and public property
Initiate a HaulPass® load ticket for each eligible load of disaster debris
Monitor debris contractor activities
Report Health & safety concerns
Report and document property damage or accidents
Monitor collection of special waste such as appliances, HHW, etc.
Mobilize and de-mobilize daily

SPECIAL WASTE MONITORING

Special Waste is disaster debris material that is typically collected separately from Vegetative and C&D storm debris. The most common special wastes include:

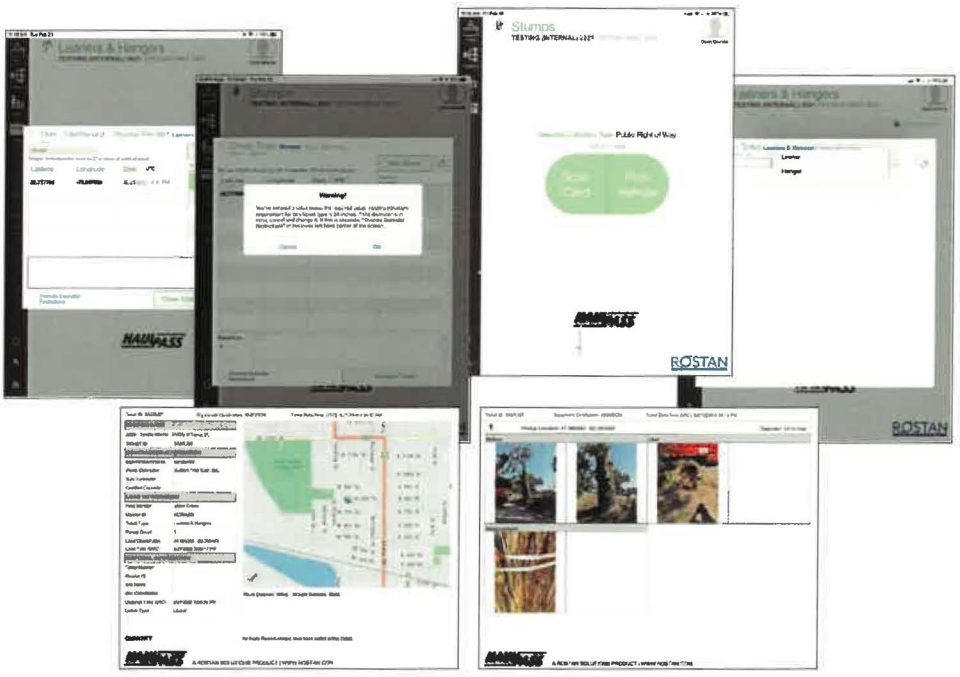
White Goods
Household Hazardous Waste (HHW)
Hazardous Stumps
Hanging Limbs
Leaning Trees
Abandoned Vehicles
Derelict Boats

Rostan Special Waste Monitors are experienced ROW Monitors that have received additional training and experience monitoring special wastes. Rostan assigns a monitor to each debris contractor special waste crew. Rostan's Operations Manager coordinates closely with the debris contractor to facilitate a safe and efficient operation. Rostan monitors use HaulPass® to document each eligible debris item (e.g., hazardous stump, refrigerator, etc.) with photographs tagged with GPS coordinates and any footnotes.

HAZARDOUS TREES AND STUMPS

Trees are highly susceptible to wind damage especially over prolonged periods of sustained high winds. Saturated ground conditions often exacerbate the situation. It is not uncommon for communities to remove thousands of trees and limbs following even moderate events. As a result, FEMA authorizes the removal of substantially damaged trees, damaged limbs, and stumps from trees that have fallen. As the costs for this type of work can be expensive, it is critical that a debris monitoring provider understand the governing policy and have the wherewithal to effectively document the work as it is being performed. Rostan has monitored the removal of hundreds of thousands of damages trees, limbs, and stumps, and has developed specific modules within HaulPass® to handle the documentation requirements for these unique debris streams.





HaulPass® tree modules are designed to capture the work type, the associated diameter, and photo document the required work prior to and after it is conducted. The tree work module also has built in parameters that reject trees and limbs with diameters below eligibility requirements and includes handy reference language regarding the criteria that qualify trees, limbs, and stumps.

Rostan selects only the most efficient and competent debris monitors to observe and document tree work due to the advanced eligibility and documentation requirements.

CANAL, DRAINAGE, AND WATERWAY DEBRIS MONITORING

Removal and monitoring of debris from canals and waterways increases the complexity and potential danger of a typical ROW debris management event and requires special considerations. Rostan has extensive experience monitoring debris removal from navigable and non-navigable waterways. Given the cost associated with this type of debris removal, it is imperative that debris, along with hazardous limbs and trees, be completed in a "single pass" if possible. To support a single pass effort, Rostan will conduct a comprehensive survey of the area of concern to catalogue debris and tree work. Collection of this type of information allows critical planning to occur prior to mobilizing collection resources. Once completed a drone may be used to video record the area. This information is useful in dealing with concerned residents whose properties abut drainage systems such as canals. It is our policy to provide an experienced monitor for each debris collection crew.



TYPES OF DEBRIS FIELDS INCLUDE:
Storm drains, catch basins, and flood control ditches
Canals, streams, rivers, and inland waterways
Bays, beaches, and channels
TYPES OF DEBRIS MAY INCLUDE:
Displaced damaged structures such as buildings, docks, pillars, etc.
Derelict vessels and vehicles
Vegetative storm debris such as tree trunks, limbs, etc.
C&D debris
Displaced sand and soil
Dredge spoils

Rostan understands the importance of taking additional safety precautions when performing debris monitoring in waterways.

DEBRIS MANAGEMENT SITE (DMS) SELECTION AND APPROVALS

Effective debris management begins with the identification of potential DMS locations. We will assist the City in obtaining necessary approvals and permits from local, state and federal agencies for each site. Initially, our project team coordinates with the City to obtain relevant information such as current site ownership, current site use, right-of-entry considerations for privately owned sites, planned reduction methodologies for each site, and City-specific objectives for each site. We then can collect baseline data on the designated DMS consistent with federal, state and local requirements and in general accordance with FEMA guidelines. Baseline data collection and monitoring activities are focused on achieving successful and timely site closure. Information obtained for each site is compiled into a baseline DMS report, as well as a closure report that we prepare after all debris has been removed from the site. If requested, we conduct both baseline and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely affected by these activities.

MONITORING DMS OPERATIONS

We conduct frequent observations throughout the debris management process as debris is stored, reduced, and removed from various DMS sites, and until site restoration to pre-disaster condition is complete. We evaluate the debris contractor's



procedures for proper storage, management, and disposal of all debris types and advise the City of any potential issues that could affect reimbursement funding. We also can provide drone imagery to document overall site activities during debris management operations.

Following debris operations, our project team will prepare a DMS closure report documenting the site conditions upon closure. This report compares baseline and closure environmental conditions that typically includes a comparison of analytical data collected as well as photographic documentation for visual comparison. Rostan DMS-related monitoring tasks may include:





DMS selection and approval assistance
Development of criteria for management of a DMS
Inventory of all sites handling debris (such as DMS locations, landfills, staging areas, citizen drop-off sites, etc.)
Permitting and coordination needs for DMS locations, including communications with state and local regulatory agencies
Performance of baseline data collection including photos and/or video of each DMS, current site layout sketch, documentation of physical features, current land use, current structures, use or storage of chemicals (past or current) on-site, and other relevant information
Development of a sampling plan for each DMS including sampling locations, specific media, and analytical parameters, if required
Performance of baseline soil and groundwater sampling, if required
Ongoing DMS monitoring
DMS closure
Preparation of a DMS baseline and closure report for each site

TOWER MONITORING AND LOAD CALLS

Rostan provides Tower Monitors that have extensive experience in DMS monitoring activities and have worked with us on previous disaster recovery events. Rostan Tower Monitors understand debris site management and equipment. It has been observed by others that Rostan Tower Monitors are among the most professional and technically competent in the industry. Our monitors are trained to verify the truck volume, identify truck modifications, accurately make the load call, document daily volumes managed, and observe contractor activities.

EQUIPMENT AND VEHICLE CERTIFICATION



Rostan has experienced and fully dedicated and equipped certification teams prepared to deploy immediately following an event in order to identify potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping maximizing reimbursement. Certification can be generated cubic yardage and/or tonnage. Rostan certification teams are experienced with volumetric measurement and calculations for all types of debris contractor vehicles and equipment used in the industry. Our certification staff follow Rostan's standard operating procedures which are consistent with FEMA *Public Assistance Program & Policy Guide FP-104-009-2/January 2025* and *Public Assistance Debris Monitoring Guide/March 2021* and contain some of the following components:

HaulPass® System Equipment/Vehicle Certification Form
HaulPass® Smartcard and Placard Issued for each vehicle or piece of equipment
Debris contractor Safety Checklist verified
Random QA/QC Re-Certifications—conduct random audits of contractor equipment to ensure the volume is consistent with the original placard

Rostan utilizes HaulPass® for digitally recording, storing and managing the information associated with each piece of equipment. More on the HaulPass® role is included in the Certifications subsection of *Tab E.1.3: Automated Debris Management System (ADMS).*

Rostan certification teams can certify 24 hours per day, 7 days per week if required.

PPDR PROGRAM MANAGEMENT

Typically, FEMA does not provide federal support for work conducted on private property. In certain instances, eligible applicants can apply for federal support for this type of work if the extent of damage is extensive and deemed harmful to a community at-large. Private Property Debris Removal (PPDR) and Structural Demolition work in accordance with federal, state, and local requirements can require extensive logistical coordination, detailed record keeping, and operational aptitude. Rostan is highly adept at providing and managing all three of these aspects. Since 2011, Rostan has had the opportunity to serve multiple clients in this capacity.

This experience has allowed us to refine our approach to PPDR/Demolition projects. Initial focus is placed on determining the areas of impact and conducting site evaluations to determine the extent of damages and formulate site specific management plans. Historically, these site evaluations have involved FEMA and other governmental agencies such as the Florida Department of Environmental Protection (FDEP).

Once properties are identified they are placed into a queue that generally follows the FEMA 19-point checklist. This checklist includes processes that must be followed to remain eligible for reimbursement funding and conduct a safe debris removal effort. Some of these processes are lengthy and can consume considerable amounts of time therefore it is critical to implement appropriate project management tools and coordinate processes simultaneously.



A Right-of Entry (ROE) agreement signed by the property owner or the owner's authorized agent is required for each project site on private property. Without this document municipalities and their representatives do not have legal authority to access the property. At times, these are easy to obtain, and residents voluntarily submit them. In other times, residents have been displaced or even worse deceased, due the disaster. In instances where volunteered authority is not an option it is critical to have a consultant with experience in these matters. Rostan has this experience and has assisted with tracking down displaced residents and next of kin and developed paths forward whether it's through code enforcement and condemnation procedures or other alternatives. Rostan has developed a comprehensive data collection platform called Parcels tailored specifically to help manage PPDR/Demolition Programs. More on Parcels is included in *Tab E.1.3: Automated Debris Management System (ADMS).*

ADDITIONAL MONITORING RELATED SERVICES

DRONES

Rostan may deploy drones in support of operations, data collection, and reporting objectives. Drones provide an aerial "set of eyes", generating unique perspectives and the ability to access areas that are otherwise difficult to reach by traditional means. Drones can help locate debris in remote areas, capture baseline, ongoing, and post-event site conditions at DMS locations, and be used as a debris estimating tool. While drones have been around en masse for a number of years now, their utilization to support debris removal projects is just fully being realized.



CALL CENTER

Rostan can establish a call center for residential inquiries, claims reporting, and management of claims resolution if needed. This call center can be established locally or managed from one of our permanent office locations.

PUBLIC INFORMATION ASSISTANCE

Rostan can develop public notices, documents, narratives, and memos to support City public information efforts and can support the City PIO on an as-needed basis.



CONTRACT INVOICE REVIEW AND PAYMENT APPLICATIONS

Rostan will review, validate and reconcile debris management contractor(s) invoices prior to submission to the City for processing. Rostan will conduct a meeting at the beginning of the debris management operation to fully explain the process to the City and debris contractor(s) representatives. All invoices from the debris contractor(s) shall be directed to Rostan for reconciliation with field data collection databases. Within seven (7) calendar days of receipt, invoices shall be reviewed by Rostan to be accepted or rejected. Rostan will issue in writing to the City and the debris contractor the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, Rostan will clearly state the reasons for rejection and work with the debris contractor to resolve immediately.

DAMAGE CLAIMS

Rostan will coordinate with City personnel to respond to any potential property damage claims resulting from the debris removal process. This includes damage to private property and damage observations to public facilities like road surfaces or drainage. Road damages resulting from debris removal efforts can be potentially be pursued as damages claimed as a result of a disaster event through FEMAs PA program. Rostan is pleased to provide our damage complaint tracking service built into the Tag Items feature in the Haulpass® toolbox. More information about Tag Items can be found in *Tab E.1.3: Automated Debris Management System (ADMS).*

E.1.3 AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS)

HAULPASS®: BACKGROUND

Following Hurricane Katrina in 2005, while on deployment for the US Army Corps of Engineers (USACE), Rostan was responsible for the management, administration, and reconciliation of more than 25 million cubic yards worth of paper load tickets. This experience challenged Rostan to develop a better, more secure, and reliable approach to debris monitoring and the immense administrative burdens that encumbered the industry's traditional approach. HaulPass® was developed and piloted to USACE in early 2006, proving to be a better approach that would become the industry benchmark for years to come.

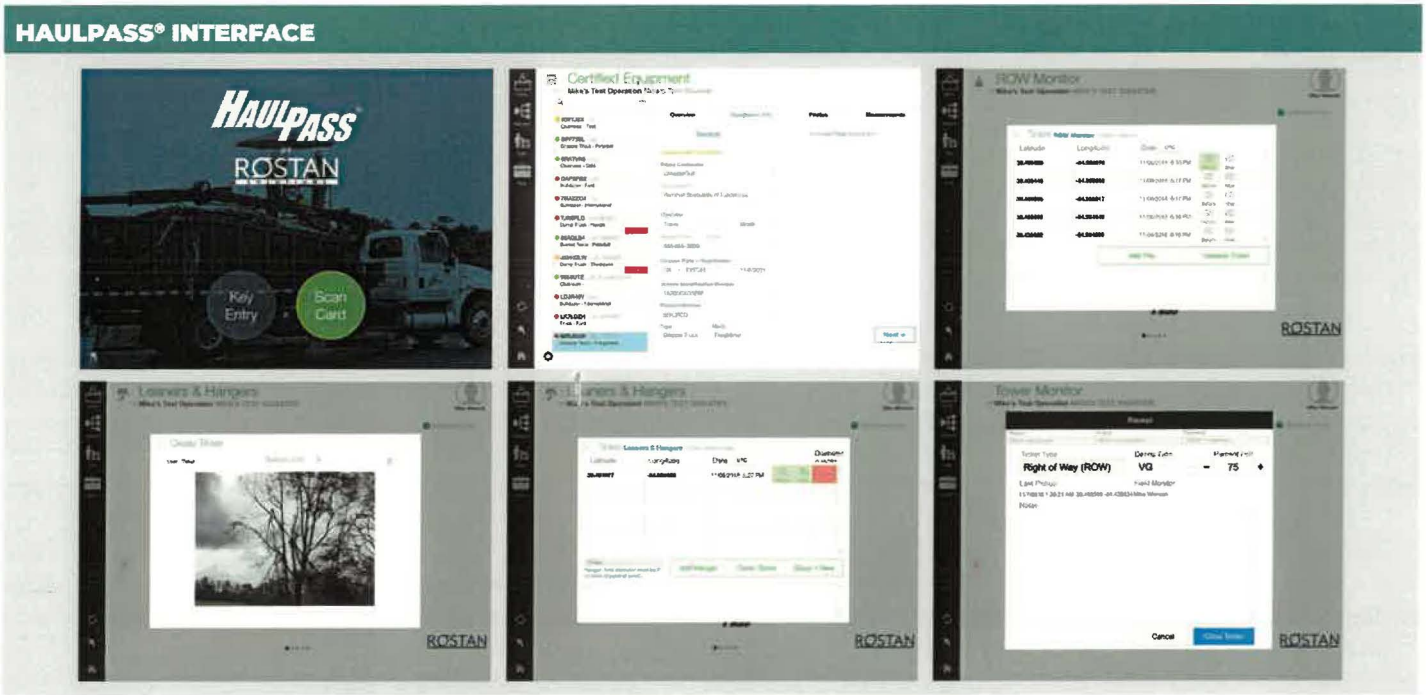
For nearly 5 years, HaulPass® remained the singular ADMS solution in the debris monitoring services industry as competitors were slow to adapt. As a result, HaulPass® was the only ADMS to have been offered by respondents in all 11 Regions under the USACE Advanced Contracting Initiative (ACI) program and the only ADMS to be validated by the USACE in 2008. Industry competitors were soon forced to adapt or risk remaining uncompetitive in the lucrative federal marketplace.

Rostan is the exclusive provider of our proprietary HaulPass® ADMS—the most proven system in the industry. HaulPass® is so reliable and easy to use that Rostan has not utilized paper load tickets since 2008—for any client, period.

While HaulPass® in its original form remained extremely dependable until its retirement following the 2018 hurricane season, Rostan had begun a strategic rebuild to capitalize on emerging technologies and to move HaulPass® to a new operating platform to ensure its long-term viability.

The updated HaulPass® was successfully deployed on its first assignment in the fall of 2019 marking the beginning of a new era for Rostan and HaulPass®. In the years since, having been deployed on more than a dozen projects to date, the updated HaulPass® has proven to be as reliable as the original while capitalizing on new technologies to develop features maximizing cutting edge hardware and software capabilities.

HAULPASS® INTERFACE



HAULPASS®: SYSTEM OVERVIEW

HaulPass® combines three primary components, our field application, data systems, and the website, to provide a comprehensive operations and data management platform organized to promote efficiency and minimize administrative burdens associated with federal grant programs. HaulPass® can now operate in two modes, completely connected (live) when data services are available throughout the project area, and in remote mode when connectivity may be limited, especially after a catastrophic event.

FIELD APPLICATION

Designed on the Claris/FileMaker platform, a subsidiary of Apple Inc., the HaulPass® field application includes certification interfaces, ticketing modules, tools, operations and disposal site setup, configuration menus, and administration preferences. Built exclusively for Apple iOS devices, HaulPass® was optimized specifically for iPads. Combining an iPad with an RFID reader/writer enveloped in a custom case, both produced by Infinite Peripherals, results in a hardware outfit that can run the entire field application. To produce paper receipts, HaulPass® integrates a thermal printer into select processes if necessary.

General access to the field application is restricted to authorized users only and application features including ticketing modules are further restricted based on user permission sets. The permissions structure invokes an enhanced level of control and security that was not achievable on older hardware platforms.

The field applications encompass a level of flexibility and customization options that enable HaulPass® to meet data collection demands of even the most unique projects. Supported by a full development team, HaulPass® has transitioned from a data collection and load ticketing application to an operations management platform, complete with multiple ticketing modules, equipment certifications, survey and assessment tools, and contractor damage tracking.

DATA SYSTEMS

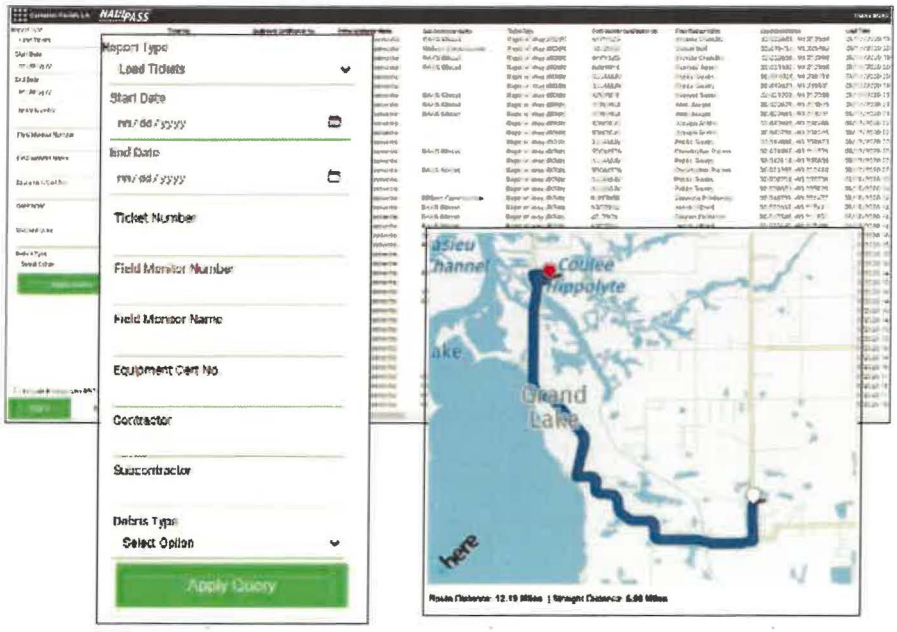
HaulPass® is supported by a variety of data platforms that are seamlessly integrated to develop, process, transfer, store, and secure/backup data. Rostan maintains ownership and control of all data systems and storage services ensuring that we will always have access to client data.

AWS S3 AND GLACIER	
aws	Serves as the foundation for HaulPass'® cloud storage needs. S3 is a secure, durable, and scalable object storage infrastructure that supports HaulPass® data storage demands for active and recent projects. Glacier is used for long-term/indefinite storage of past-project data long after it is typically needed.
MYSQL	
MySQL	Serves to process and temporarily store data synchronized through MirrorSync. MirrorSync is the sync engine that communicates between the field application and MySQL. MySQL ultimately synchs with the FileMaker Database on standard process schedules.
FILEMAKER	
FileMaker An Apple Subsidiary	Serves as the HaulPass® development and architectural platform and houses the primary database structure.

Rostan can integrate an API directly with our data systems if necessary.

THE WEBSITE

To complement HaulPass®, Rostan has also undertaken a complete rebuild of our web interface, www.haulpass.com. The website, accessible by credentialed project stakeholders, provides users with the ability to query, export, and review data in multiple format types as well as interact with the HaulPass® GIS interface supported by ESRI/ArcGIS.

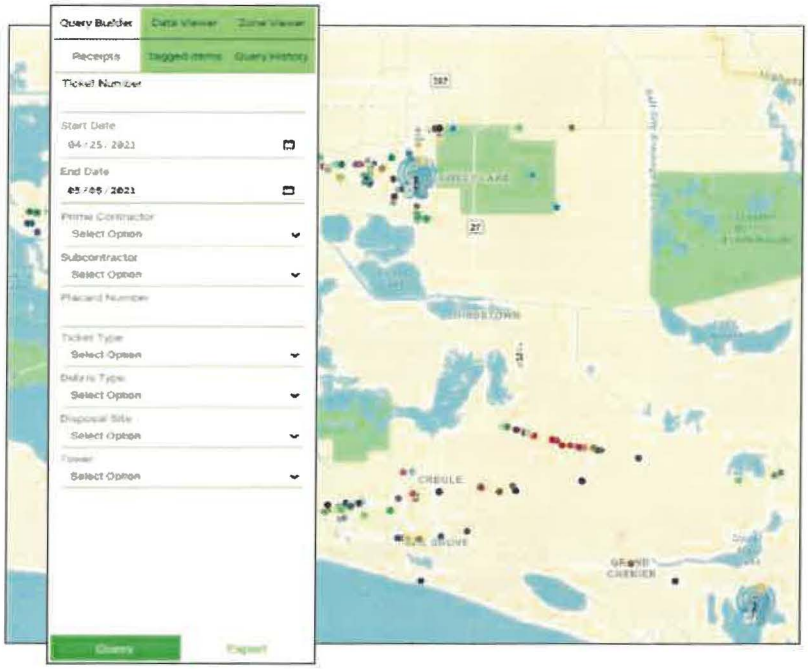


DATA ACCESS

The HaulPass® website is the primary direct access interface for project stakeholders. Project data is used to monitor work progress, review work performed and produce project reports, reconcile contractor invoices, drive operational objectives, and support reimbursement claims. HaulPass® data is arranged in a series of standard reports and can be queried to dissect standard report data before exporting in .xlsx (Excel) or .pdf (PDF) formats. PDF records allow stakeholders to export ticket imagery that is not otherwise available in standard table format. PDF records also include a map reproduction of the pickup and disposal locations. Rostan can easily develop and make available client specific reports upon request.

MAPPING AND GIS

The HaulPass® website has an interactive GIS interface supported by ESRI/ArcGIS that is available to project stakeholders and updated as data points are generated. Queries allow users to dissect geographical data and retrieve ticket records associated with geo-points. Queries are stackable, making it easy to define a particular data subset. The map displays in traditional and satellite view and has the capacity to integrate layers for greater operational awareness.



HAULPASS®: CORE MODULES

HaulPass® core modules include two primary categories, ticketing and certifications. Certifications enables user and equipment to interact with the ticketing modules to collect data and track debris removal efforts as they occur.

CERTIFICATIONS

HaulPass® certifications include two certification types, one focused on users, and the other focused on the equipment used to remove debris.



User certifications provide credentialed employees with access to the HaulPass® system. Users are provided with role-based access to the different features, functions, and modules included within HaulPass®. Dedicated user roles enable Rostan to keep tight control over system access minimizing a user's ability to create redundant, unnecessary, or even worse fraudulent records.



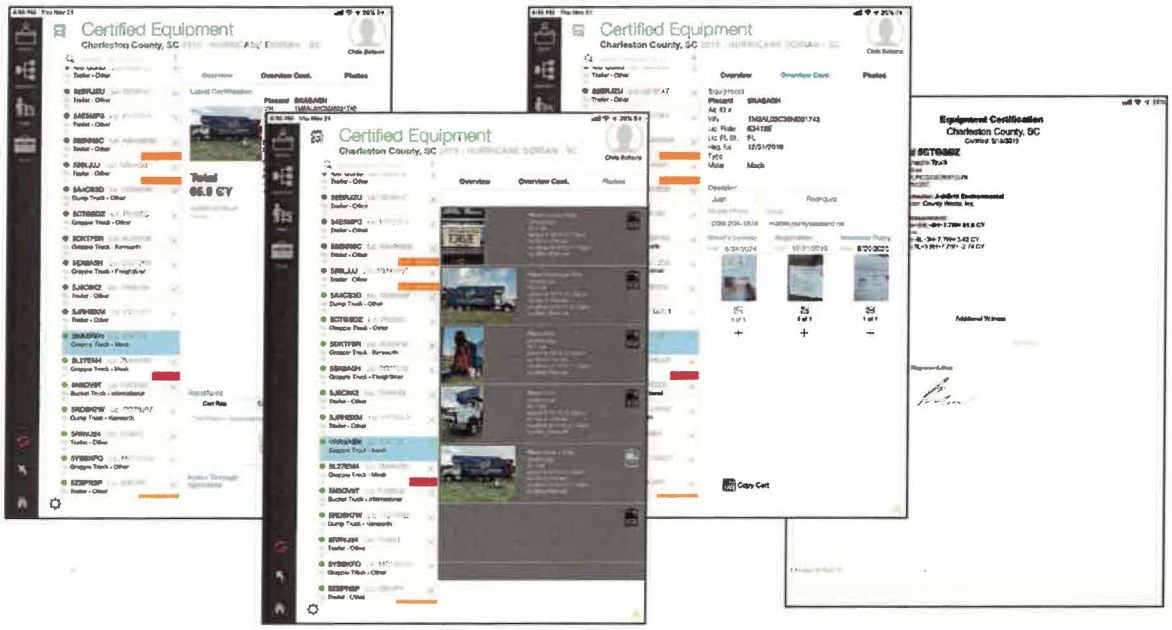
Equipment certifications are required FEMA documentation and primarily serve to establish the debris carrying capacity of each truck, container, or trailer. HaulPass® completely digitizes the certification process to include photo documentation, certified measurements, and signature verification of the certifier, contractor representative, and stakeholder witness if necessary. Each piece of certified equipment is issued a HaulPass® card used to transfer load ticket and transactional data between the point of collection and the point of temporary or final disposal.







HAULPASS® EQUIPMENT CERTIFICATION



TICKETING

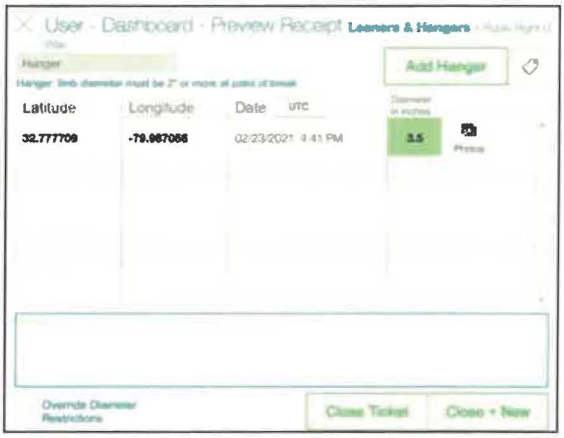


HaulPass® incorporates a series of ticketing modules designed to track typical post-disaster debris streams. Ticketing modules were designed with flexibility in mind to allow for easy on-the-fly adjustment when new debris types are inevitably encountered. Primary ticketing functions include ROW debris removal and disposal, hazardous trees, stumps and limb removal, and specialized debris such as white goods and vehicles and vessels. All ticketing modules require certified users to verify each equipment certification prior to initiating a transaction-based ticket.



ROW MODULE

The ROW module is designed to capture equipment specific transactions that involve one or many loading locations and one disposal location. ROW transactions are generated in two parts consisting of load (field) data and disposal (tower) data that when combined create a complete ticket record. The ROW module pairs with the Tower module to complete what are primarily volume or weight-based transactions and incorporates distance and disposal-based fees that may be associated with the hauling transactions.



HAZARDOUS TREES MODULE

The Hazardous Trees module is used to document the removal of overhead hazards to include hanging limbs and trees that require complete removal. FEMA has established specific

requirements for hazardous trees to include verifiable measurements and photo documentation to prove the hazards physical relation to the ROW. Hazardous trees are treated as per unit transactions and do not require the use of the Tower module. Each transaction creates a digital ticket record which can include a paper receipt as needed.

SPECIALIZED DEBRIS MODULE

Specialized Debris modules were developed to capture less common debris streams typically produced only by the most severe disaster events. White goods (appliances) and vehicle and vessel removal are two Specialized Debris streams that require the capture of unique data points. This led to the creation of modules specifically designed to capture the necessary elements associated with each debris type.



TOWER MODULE

The Tower module pairs with all ticketing modules that required a disposal location. Authorized system users verify the hauling equipment, authorize acceptance of debris, and assign a quantity to each load received. The Tower module requires disposal site configurations which are established the HaulPass® operations setup menu. Digital ticket records are closed, and a paper receipt can be issued to the equipment operator as needed.

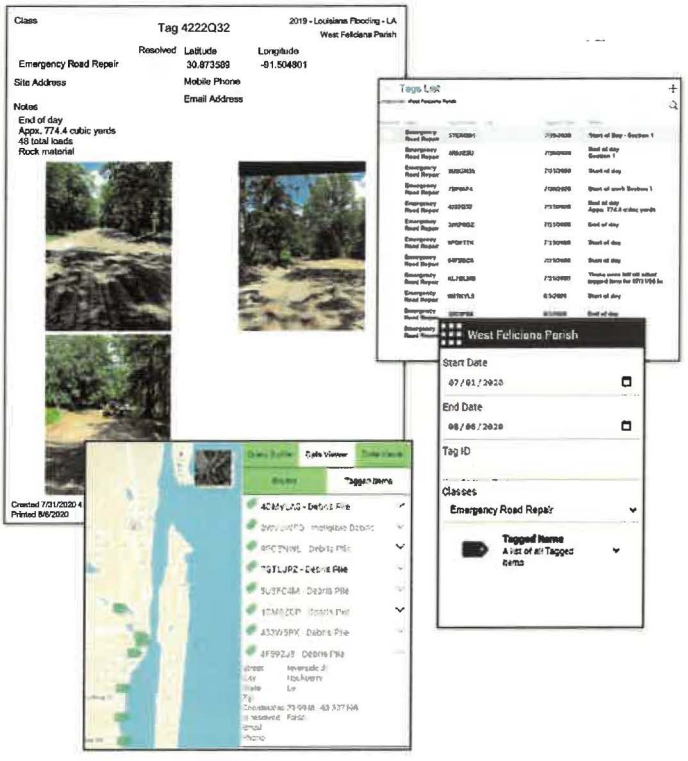
HAULPASS®: TOOLBOX

HaulPass® includes a built-in toolbox full of system enhancing features. A few of these integrated tools are discussed in greater depth below:

TAG ITEM – FEATURES

Tag Item

The Tag Item tool was designed to enhance operations management by enabling field users to document project aspects that aren't directly tied to ticketing functions. Each tagged item is assigned a class and requires associated data points like location, point of contact, photos, and notes. Classes include categories like contractor caused damages, missed or ineligible debris piles, and infrastructure damages. This tool has replaced traditional spreadsheets, paper documentation, emails, and has proven itself as an essential component of HaulPass®.



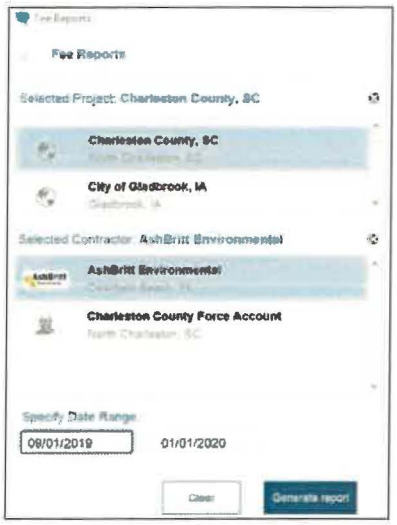
FEE REPORTS

Fee Reports

One of the more critical debris removal tasks is the ability to accurately capture project costs in near-real time. This helps prevent cost overruns and ensures communities work within their budget constraints. The HaulPass® Fee Reports tool is an export function that allows Rostan to review debris hauling expenditures as needed and as they occur. Contractor fee schedules can be added to HaulPass® data

tables allowing ticket data to query the fee schedule and produce associated hauling costs. Fee reports are validated and upon approval become the supporting documentation for invoice reconciliation and reimbursement requests.

SURVEYS – TYPES





HaulPass® has two built-in Survey tools each with a distinct function set. The first survey type is utilized to establish debris removal needs and/or to verify debris removal completion. This survey tool creates a bread crumb trail of verified debris locations, debris types, and estimated quantities. Images may also accompany each survey record. This operational tool can be used to support preliminary damage assessments and damaged inventory submittals, as well as verify debris has been removed from remaining areas near the end of a debris collection project. The second survey type focuses on property or parcel surveys and is integrated with the Parcels app to establish a need for debris removal from private property under the FEMA PPDR program.

The HaulPass® toolbox is continually adapting to incorporate new features aimed at expediting recovery through efficient design and simplicity of use.

HAULPASS®: HARDWARE

One of the key considerations made while updating HaulPass® was streamlining the system's hardware requirements. The new system is a slimmed down version of the original, supported by strong vendor relationships that enable Rostan to procure additional hardware and supplies as needed to support project efforts.



HARDWARE

Rostan maintains on-hand and in a ready state sufficient equipment to supply more than 400 field personnel with HaulPass® equipment. We maintain strong vendor accounts with our major hardware providers and can secure additional hardware in less than 48 hours. In more than 15 years providing ADMS as a service we have never delayed a project or have been unable to properly service a client due to hardware shortages.

CONSUMABLES

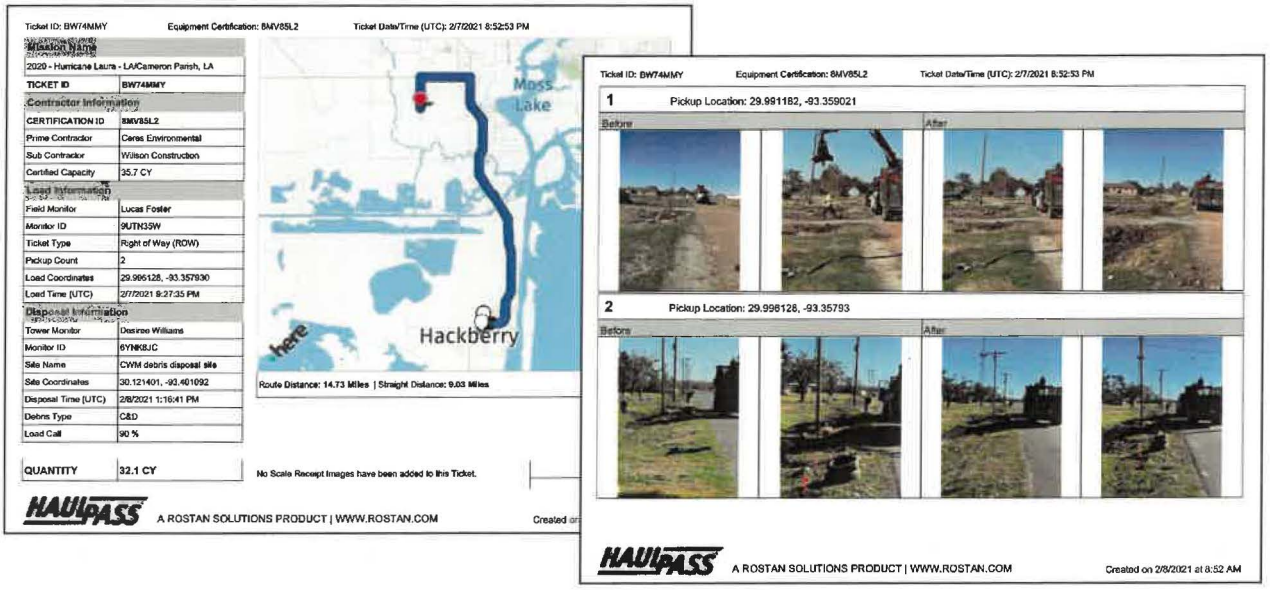
While HaulPass® is now capable of running entirely digitally in a connected environment, smart cards remain integral to HaulPass'® ability to run in a non-connected environment. We source our smart cards, which are now contactless, factory direct, purchasing them 10,000 at a time. We currently have several years' worth of smart cards in inventory.

HaulPass® is designed to produce thermal paper receipts for load tickets if necessary. We keep on-hand enough paper products to produce 100,000 load tickets with more available on short notice. HaulPass® is not dependent on paper and can run completely paperless. Rostan has integrated an email function whereby emails are sent to contractors containing PDFs of load ticket receipts.

HAULPASS®: EXPORTS & REPORTS

HaulPass® is the data collection engine that drives all Rostan reporting. From singular ticket exports to daily operational summaries, Rostan utilizes HaulPass® data to develop components of every project deliverable. Sample exports and reports are included below.

HAULPASS® INDIVIDUAL TICKET .PDF EXPORT



Ticket ID: BW74MMY | Equipment Certification: 8MV85L2 | Ticket Date/Time (UTC): 2/7/2021 8:52:53 PM

Mission Name	
2020 - Hurricane Laura - LA/Cameron Parish, LA	
TICKET ID	BW74MMY
Contractor Information	
CERTIFICATION ID	8MV85L2
Prime Contractor	Ceres Environmental
Sub Contractor	Wilson Construction
Certified Capacity	35.7 CY
Load Information	
Field Monitor	Lucas Foster
Monitor ID	9UTN35W
Ticket Type	Right of Way (ROW)
Pickup Count	2
Load Coordinates	29.996128, -93.357930
Load Time (UTC)	2/7/2021 9:27:35 PM
Disposal Information	
Tower Monitor	Desiree Williams
Monitor ID	6YNK8JC
Site Name	CWM debris disposal site
Site Coordinates	30.121401, -93.401092
Disposal Time (UTC)	2/8/2021 1:16:41 PM
Debris Type	C&D
Load Call	90 %
QUANTITY	32.1 CY

No Scale Receipt Images have been added to this Ticket.

HAULPASS A ROSTAN SOLUTIONS PRODUCT | WWW.ROSTAN.COM Created on

Ticket ID: BW74MMY | Equipment Certification: 8MV85L2 | Ticket Date/Time (UTC): 2/7/2021 8:52:53 PM

1 Pickup Location: 29.991182, -93.359021

Before | After

2 Pickup Location: 29.996128, -93.35793

Before | After

HAULPASS A ROSTAN SOLUTIONS PRODUCT | WWW.ROSTAN.COM Created on 2/8/2021 at 8:52 AM

HAULPASS® RECEIPT EXPORT

Charleston County...
2019 - Hurricane Dorian -

TICKET ID **8KPHPUF**

Contractor Information	
Certification ID	724XEQE
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
Load Information	
Monitor ID	6J293F4
Ticket Type	Right of Way (ROW)
Load Coordinates	32.741163, -80.241524
Load Time (UTC)	9/11/2019 14:52
Disposal Information	
Monitor ID	3ZRBVAX
Site Name	Hyde Park Road DMS
Tower Coordinates	32.816010, -80.258294
Disposal Time (UTC)	9/11/2019 15:21
Debris Type	VEG
Certified Capacity	72.4 CY
Load Call	70%
Calculated Quantity	50.7 CY

TICKET COPY

A ROSTAN SOLUTIONS PRODUCT
WWW.HAULPASS.COM | WWW.ROSTAN.COM

Charleston County...
2019 - Hurricane Dorian -

TICKET ID **48H2XWC**

Contractor Information	
Certification ID	7DX4FJE
Prime	AshBritt Environmental
Sub	Tri-Rivers
Ticket Information	
Monitor ID	3KDFRM6
Ticket Type	Hanger
Load Coordinates	32.745113, -79.935474
Load Time (UTC)	9/28/2019 21:11
Unit Quantity	1.0

Notes

TICKET COPY

A ROSTAN SOLUTIONS PRODUCT
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Charleston County...
2019 - Hurricane Dorian -

TICKET ID **7YG89V9**

Contractor Information	
Certification ID	6Z7SHY7
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
Ticket Information	
Monitor ID	FVFFX96
Ticket Type	Leaner
Load Coordinates	32.751299, -80.077336
Load Time (UTC)	10/5/2019 14:41
Unit Quantity	1.0
Unit Diameter	17.1 in

Notes

TICKET COPY

A ROSTAN SOLUTIONS PRODUCT
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ROSTAN DAILY OPERATIONAL REPORT

ROSTAN

CITY OF NORTH PORT, FLORIDA Debris Management Daily Report

NOVEMBER 19, 2022 HURRICANE IAN | FEMA DR-4673

75°F	44,931.0 CY	774	45
TODAY'S WEATHER	TODAY'S VOLUME	TODAY'S LOADS	DAY OF OPER

DAILY ACTIVITY SUMMARY

Hurricane Ian debris removal operations began at 0600 in the City of North Port today. Representatives from Rostan and Ceres Environmental Services, Inc. (Ceres) mustered prior to commencing field operations to outline the daily operating plan and discuss health and safety best practices. 119 hauling units were utilized throughout the day to remove and properly dispose of debris from designated Rights-of-Way (ROWs). Additionally, 15 bucket trucks were utilized to remove hazardous trees and limbs from designated Rights-of-Way. Each Ceres crew was accompanied by at least 1 Rostan representative ensuring that debris was removed from eligible locations.

There were no incidents to report.



HAULER CREWS

Ceres utilized 119 hauling units and 15 bucket trucks to remove hurricane debris and hazardous trees and limbs from eli
Removal efforts consisted of construction and demolition (C&D) and vegetative debris.

ROSTAN

ZONES WORKED

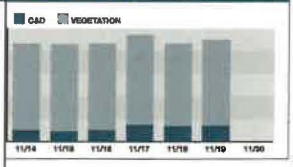
Ceres crews cleared hurricane debris from the following locations:

102	207	401	502
103	208	402	503
104	301	403	504
201	302	404	505
202	303	405	506
203	304	406	507
204	305	407	508
205	306	408	
206	307	501	

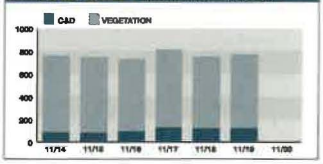
NOVEMBER 20, 2022 – OPERATIONS PLAN

Debris Removal Operations are expected to commence at approximately 0600 and conclude at or near 1800. Ceres crews will muster with Rostan personnel prior to departing for the field.

CUBIC YARDS DAILY TOTALS | WEEK OF NOVEMBER 14, 2022



LOADS DAILY TOTALS | WEEK OF NOVEMBER 14, 2022



ROSTAN

DEBRIS REMOVAL SUMMARY: C&D

DISPOSAL SITE	LOADS TODAY	TOTAL LOADS	DEBRIS ACCEPTED TODAY [CUBIC YARDS]	DEBRIS ACCEPTED TOTAL [CUBIC YARDS]
ORLANDO BLVD. DMS	124	2,823	7,106.40	156,844.00
PROJECT TOTALS–C&D	124	2,823	7,106.40	156,844.00

DEBRIS REMOVAL SUMMARY: VEGETATIVE

DISPOSAL SITE	LOADS TODAY	TOTAL LOADS	DEBR
TOLEDO BLADE BLVD. DMS	424	1,982	
WILCOX AVENUE DMS	226	24,467	
PROJECT TOTALS–VEGETATIVE	650	26,449	

DEBRIS REMOVAL SUMMARY: HANGERS & LEANERS

DEBRIS TYPE	HAZARDOUS TREES TODAY
HANGING LIMBS	467
LEANING TREES	178
PROJECT TOTALS–HANGERS & LEANERS	645

HAULPASS "All data represented in this summary is subject to audit of HaulPass® database, field logs,

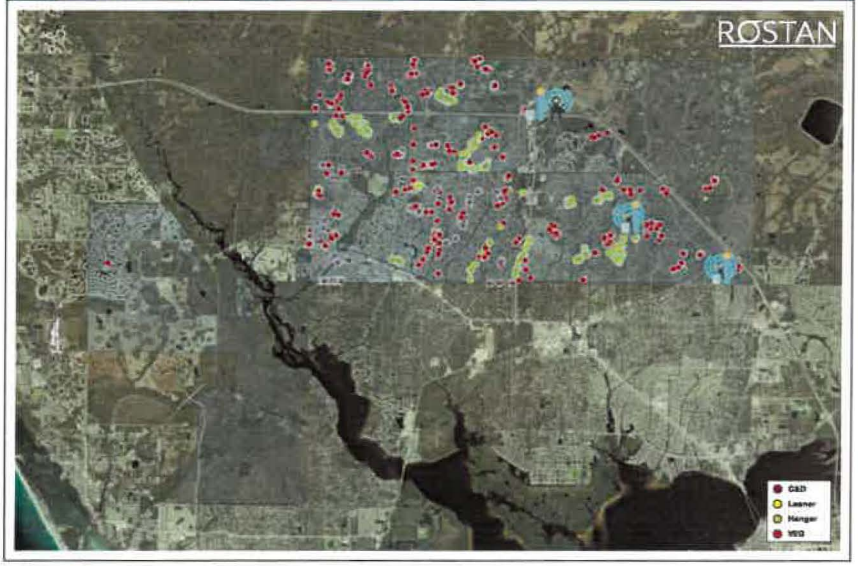
- 3 -

DEBRIS REMOVAL SUMMARY: PROJECT VOLUME

DEBRIS ACCEPTED | DEBRIS ACCEPTED

DEBRIS LOADING LOCATIONS | NOVEMBER 19, 2022

ROSTAN



HAULPASS "All data represented in this summary is subject to audit of HaulPass® database, field logs, etc. and should be considered an operational summary only."

- 4 -

ROSTAN DMS CLOSURE REPORT

ROSTAN | HAULPASS

CHARLESTON COUNTY, SC Debris Management Site Report

HURRICANE DORIAN | FEMA DR-4464

HYDE PARK ROAD DMS

ADDRESS	GPS LOCATION	PARCEL IDENTIFICATION
6381 Hyde Park Rd. Adams Run, SC 29470	32.817028, -80.257787	1750000031

HYDE PARK ROAD DMS ACTIVITY SUMMARY

A South Carolina Department of Health and Environmental Control (DHEC) approval letter was issued on September 9, 2019 allowing for the consolidation and temporary storage of vegetative debris resulting from Hurricane Dorian at Hyde Park Road DMS. Onsite operations commenced September 10, 2019. The final day of right-of-way debris hauling into Hyde Park Road DMS was October 28, 2019.

OPERATIONS SCHEDULE

In general, operations at Hyde Park Road DMS occurred on a 7-day per week schedule, 0700–1900 hours.

DEBRIS TOTALS

A grand total of 4,365 truckloads of vegetative debris were brought into Hyde Park Road DMS, totaling 218,711.80 cubic yards of debris.

EXHIBITS

	PAGE
Exhibit A Property Parcel Map	2
Exhibit B Permits	3
Exhibit C Clearance Acknowledgement	16
Exhibit D Cleared DMS Photos	17
Exhibit E DMS Load Locations	21
Exhibit F HaulPass® Load Tickets	22
Exhibit G HaulPass® Final Disposal Tickets	100

FINAL DISPOSITION

Vegetative debris at Hyde Park Road DMS was reduced to mulch by grinding. The mulch reached final dispostion at Spring Grove Landfill in Ladson, SC. A grand total of 727 loads of mulched vegetative debris totaling 20,444.43 tons was disposed of at the landfill.



ROSTAN



Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing the information.

Author: Charleston County SC
Date: 1/28/2020

Rostan Solutions, LLC - 2 - Exhibit A : Property Parcel Map | Charleston County, SC | DR-4464

ROSTAN

dhec

Storm Debris Management Form
Bureau of Land and Waste Management
(PLEASE PRINT ALL INFORMATION)

1. GENERAL SITE INFORMATION

Name of Site: Collins Tract
Physical Address of Site: 6381 Hyde Park Road | County: Charleston | Zip: 29426
City: Adams Run | State: South Carolina
Site Telephone Number: (803) 553-8655 | E-mail: dee@robertcollins.company.com
Is site clearing required? Yes No
Are wetlands present? Yes No
If YES to either question, additional permits may be required.
A map that clearly identifies the property and shows the layout of the site MUST BE INCLUDED with this form.
Tax Map Number: 1750000031 | Size of Property (acres): 101
Latitude: 32.818376 | Longitude: -80.258773

2. SITE ACTIVITY AND TYPES OF DEBRIS

1. Proposed Activity (check all that apply): ☑ Clipping ☑ Burning ☐ Storage ONLY
2. Typical of Debris to be Managed On-site (check all that apply): ☑ Trees and Limbs ☐ Building Materials

3. PROPERTY OWNER'S INFORMATION

Name: Robert S. Collins
Mailing Address: P.O. Box 284
City: Barnwell | State: S.C. | Zip: 29812
Telephone Number: (803) 1Bec-2929 | E-mail: [illegible]

4. REGULATOR'S INFORMATION

Name: Robert Lawing
Mailing Address: 1344 Bees Ferry Road
City: Charleston | State: SC | Zip: 29414
Telephone Number: (843) 766-3834 | E-mail: RLawing@charlestoncounty.org
If you are a contractor, who do you represent?

5. PROPERTY OWNER'S APPROVAL

I, Robert S. Collins, agree to allow the above requester to use my property for the management of storm debris.
Signature: [signature] | Date: 9/9/19

6. REGULATOR'S STATEMENT

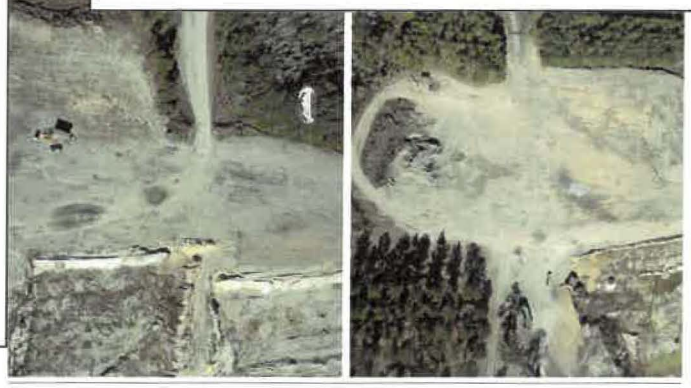
I, Robert Lawing, agree to manage this site to insure that it is compliant with the guidance statement for the management of storm debris.
Signature: [signature] | Date: September 9, 2019

DHEC 2024 (7/2019) SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL Page 1 of 2

Rostan Solutions, LLC - 6 - Exhibit B : Permits | Charleston County, SC | DR-4464



Rostan Solutions, LLC - 18 - Exhibit D: Cleared DMS Photos | Charleston County, SC | DR-4464



Rostan Solutions, LLC - 20 - Exhibit D: Cleared DMS Photos | Charleston County, SC | DR-4464

HAULPASS®: SUPPORTING APPLICATIONS

Though HaulPass® remains Rostan's primary debris monitoring data collection platform, Rostan has continued to expand our service offerings by developing complementary supporting applications that provide added value and enhance our ability to provide cost-effective services. A brief overview of these applications is provided below.

PARCELS

Parcels is a HaulPass® expansion dedicated to documenting the FEMA Private Property Debris Removal (PPDR) Process. Aptly named, Parcels mirrors the FEMA administrative checklist designed to ensure administrative and operational compliance when working under the PPDR program. Parcels serves as a standalone application that integrates with the HauPass® Survey tool and ticketing modules, consolidating property documentation into a user-friendly interface and creating a reimbursement ready property portfolio. Some of Parcels features include:

USER-BASED LOGIN ACCESS
Access to data collected is restricted due to document sensitivity and privacy concerns. This data will be collected on behalf of the City and will be shared with verified stakeholders only upon approval by City officials. Furthermore, user roles can be restricted to read only disabling the ability of a user to change data.
DATA INTEGRATION
Rostan can integrate external data sets into its database. Rostan has developed several API calls to interact with our data platforms.
SITE PROFILES
Field evaluations are responsible for identifying sites or potential sites that may require PPDR/Demolition work. The creation of a site profile creates a unique ID number and initiates a system of checkpoints. When the physical PPDR/ Demolition work is complete, the Site profile will be updated to include additional elements and provide a Site closeout checklist. Site profiles are the blueprint for each site and are integral to the recovery operation.
TASKING
Tasking allows users, such as the City, to assign a task to a Rostan representative. A task might be simple like "Mr. Johnson has her insurance certificate but is unable to mail it. Can you send someone to retrieve it from 1324 West Apple Street please?" This feature allows users in-app communication and reduces the use of external emails and other forms of communication resulting in increased operational continuity.
DIGITAL RECORD KEEPING/FILE MANAGEMENT
Though paper records are often necessary, we digitize as many aspects of the PPDR/Demolition process as possible. This means creating a digital record for each site and managing associated documents. Site specific digital records may include photographs, maps, load tickets, ROE forms, utility letters, occupancy notices, etc. These digital records are updated daily and mirror the field folder. Digitizing records allows multiple users to access the same file simultaneously and increases operational and logistical efficiency. At the end of the project Rostan will turn over all original documents and a digital record of each site to the City.
EXPORTS / REPORTS
All data collected can be queried to provide reports and meet reporting requirements of the City. Typically, we generate a broad project status report and provide .CSV or Excel files for download.
CONFIGURABILITY
Parcels can be tailored to meet specific City needs. Whether it is added functionality like user configurable reports or a change as simple as where a link is on a page, we will make every effort to accommodate these requests.

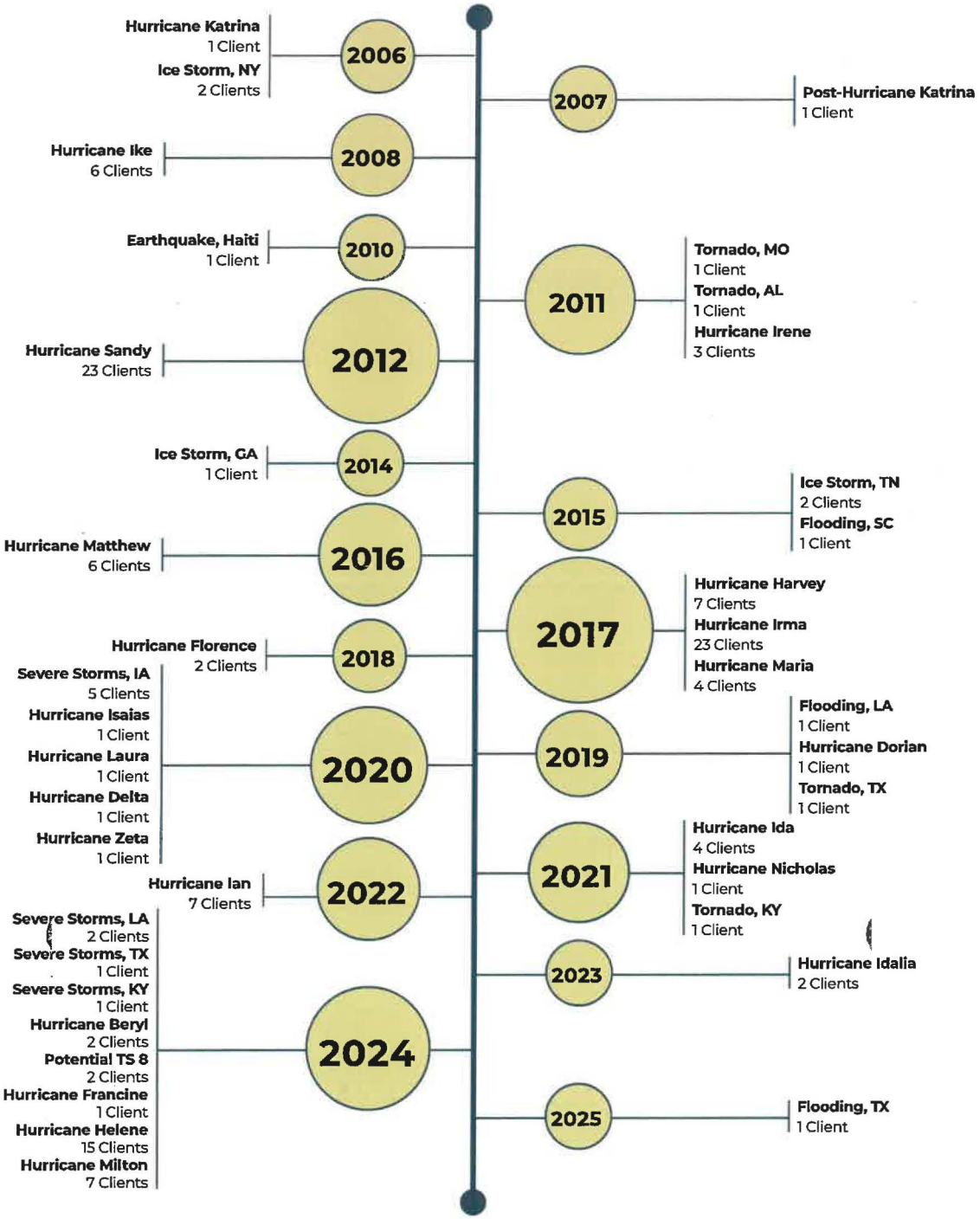
RESOURCES

Resources converges human resources with inventory management to reduce paperwork requirements and capture labor utilization in a format compatible with Rostan's accounting and payroll systems. This application brings administrative efficiencies and serves to support Rostan invoicing in a manner compliant with the reimbursement guidelines and governing policies that apply to debris monitoring services. While most of the Resources functions are internal to Rostan, the City will realize a benefit during project worksheet development, obligation, and reimbursement requests.

A PROVEN PRODUCT

HaulPass® has been successfully deployed uninterrupted and without failure since 2006. Deployed in response to some of the most devastating natural disasters in history, the HaulPass®' resume and proven reliability in the hands of a veteran debris removal monitoring team has established it as the industry's most trusted ADMS system. We would welcome the opportunity to provide the City with a thorough demonstration and incorporate any feedback on how we can customize our digital platforms to best meet the needs of the City. We can also pre-certify City force account equipment that may be utilized in response to a future debris recovery project.

HAULPASS® DEPLOYMENTS



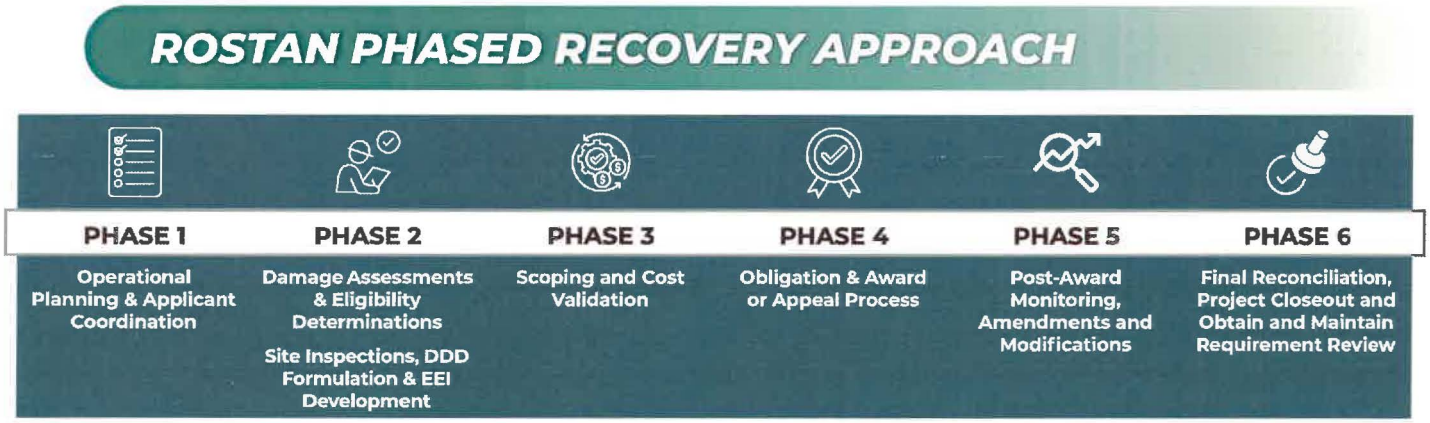
E.2 CONSULTING SERVICES APPROACH

E.2.1 OVERVIEW

Rostan will act as an extension of the City during all meetings and correspondence with FDEM/FEMA and will facilitate the grant management in accordance with FEMA policies. This includes but is not limited to, consulting and advising the City as subject matter expert for any grant modification requests. Rostan will represent all City information and intents to FEMA and the State in a manner which maximizes the outcome for the City to the fullest extent possible. Part of this approach includes the development of a strategy which meets the needs of the City and is appropriate per applicable guidance and regulation.

Rostan will provide personnel resources to the City with expertise and experience for identification of damage and costs, project worksheet development and oversight, and analysis of all available mitigation opportunities and subsequent proposal development. Our team will work directly with the City in applying for grant funding and developing components, which will capture, document, and organize information in an appropriate, eligible, and compliant manner for presentation to FEMA and the State.

Our team, as FEMA Program, Technical and Policy experts, are well-equipped to provide continued support to the City for FEMA Public Assistance and Hazard Mitigation Programs. The Public Assistance (PA) Grant Program (including 406 Mitigation) provides assistance to state entities maintaining and operating public infrastructure to respond, recover and mitigate impacts. Our experts will assist with project development, formulation, cost estimating, project validation, project worksheet development, appeals, audits and grant closeouts. These solutions will be funded through approved FEMA Project Worksheets (PW) and Hazard Mitigation Proposals (HMP). Our Team will work closely with each City Department and also with the Administration to validate projects immediately following an event through our customized local government Approach.



For ***Public Assistance Programs***, the 'Rostan Phased Recovery Approach' illustration outlines the various phases of the City's recovery effort in alignment with the new FEMA Delivery Model, and truly showcases our expertise of how the FEMA P.A. Program is managed. Our approach is specifically customized and tailored to FEMA's newly implemented process and is designed for speed and fast track of project funding.

Our customized approach begins with sound understanding of the proposal requirements, but also captures additional recommendations in resource capacity and contract structure/capacity to deliver aggressive results based on our collective team's credentialed experience in disaster recovery. The elements included within the organizational structure represent not only our understanding of the Request for Proposals, but more importantly illustrate how our comprehensive team intends to deliver results for the City.

Our approach focuses on our existing relationships with FEMA and the intimate knowledge that our team has of the solicitation with regard to the organizational type of the City. Our experience with the local government will allow us to expedite the delivery of the Key Service Areas for the City. Our Approach also involves the IMMEDIATE need of a standing meeting with FEMA and FDEM to keep all stakeholders engaged and to keep projects moving.

POST-DISASTER MITIGATION		
406 Hazard Mitigation (HM)	Hazard Mitigation Grant Program (HMGP)	Non-disaster (competitive HM grants on annual funding cycle)
Post-disaster	Post-disaster	Non-disaster
Funding through FEMA PA Program	Funding through FEMA HMGP Program Funding is limited.	Funding through Hazard Mitigation Assistance (HMA) Program
Incident-specific Grants	Multi-hazard/Area-wide Grants	Muti-hazard/Area-wide Grants
Funding available for Disaster-damaged Elements of Facilities Only	Funding available for Damaged + Non-damaged Facilities	Funding available for Non-damaged Facilities

For ***Hazard Mitigation Programs***, the Post Disaster Mitigation Program illustration outlines the various funding opportunities that are available to the City. It is the intent of Rostan, to aggressively pursue hazard mitigation funding to address City needs for all vulnerable facilities. Our demonstrated success with the City of Slidell, highlights our capabilities in being able to apply for, secure, and manage HMGP funding on behalf of the City. Rostan staff will pave the way for the City to position for Hazard Mitigation Funding and will open to door for other opportunities to mitigate vulnerable critical infrastructure and insufficient drainage systems.

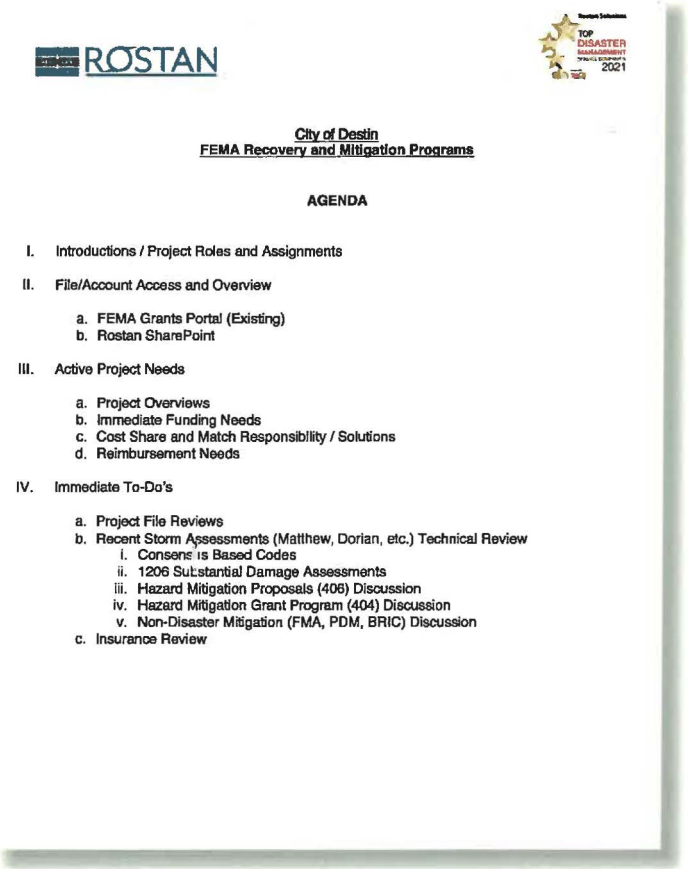
E.2.2 CUSTOMIZED APPROACH FOR THE CITY

Our approach to this project is centered around the fact that we understand how local government operates and functions better than our competitors. Our approach is customized to the needs of the City and focuses on speed, sound process delivery, and a well-organized, efficient management team who understand City processes, facilities, and infrastructure. Our intent to hit the ground running, which is why we are providing a screen shot of our FIRST meeting agenda to kick-off the project, should we be selected.

This agenda highlights our understanding of how to streamline processes and meet the satisfaction level of the City to fulfill our responsibility as your consultant. During this kick-off meeting with City Administration, our Team will discuss our strategy in how we intend to provide coverage and effectively represent the needs of all City facilities. Rostan will focus the discussion for this meeting primarily around the immediate needs of the City relative to active projects. Because of our history with local governments, we recognize and understand that federal funding and reimbursements are critical, and these elements involve a close and coordinated effort with City Finance Staff as well as FDEM to ensure reporting mechanisms and accounting best practices are in place.

It is therefore our intent, based on our hands-on experience to date with local government, to designate and deploy our Teams to the City to begin project coordination after the initial Kick-Off meeting.

Our Teams will each consist of the following expert capability and will deliver our Key Services Areas to the City for all active Projects:



ROSTAN

TOP DISASTER MANAGEMENT FIRMS 2021

City of Destin
FEMA Recovery and Mitigation Programs

AGENDA

I. Introductions / Project Roles and Assignments

II. File/Account Access and Overview
   a. FEMA Grants Portal (Existing)
   b. Rostan SharePoint

III. Active Project Needs
   a. Project Overviews
   b. Immediate Funding Needs
   c. Cost Share and Match Responsibility / Solutions
   d. Reimbursement Needs

IV. Immediate To-Do's
   a. Project File Reviews
   b. Recent Storm Assessments (Matthew, Dorian, etc.) Technical Review
      i. Consens is Based Codes
      ii. 1206 Substantial Damage Assessments
      iii. Hazard Mitigation Proposals (406) Discussion
      iv. Hazard Mitigation Grant Program (404) Discussion
      v. Non-Disaster Mitigation (FMA, PDM, BRIC) Discussion
   c. Insurance Review

ROSTAN TEAM COMPONENTS
✓ Program Lead
✓ Program Support
✓ Technical Support
✓ Policy Advisor
✓ Environmental Expert

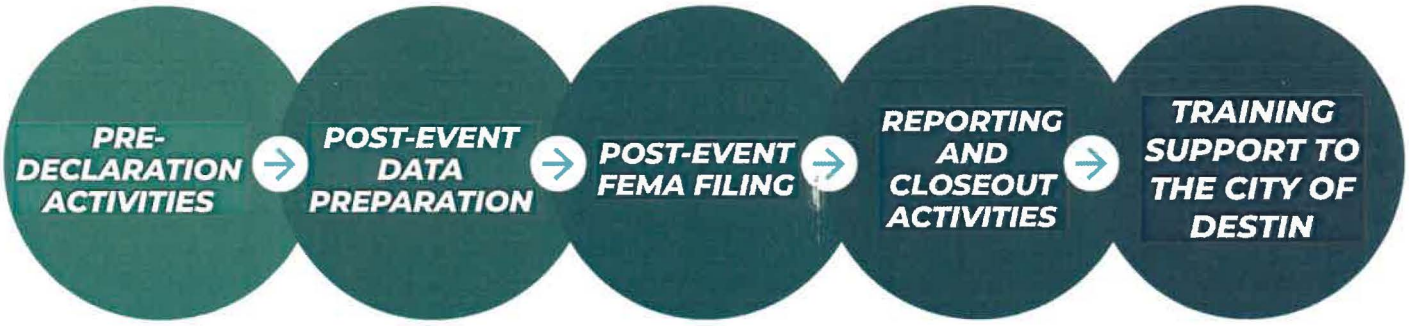
DELIVERY OF KEY SERVICE AREAS FOR THE CITY



These Teams are fundamentally cross trained in both Public Assistance and Hazard Mitigation Programs. Additionally, each Team possesses the knowledge of CDBG-DR Non-Federal Matching requirements for the disasters that have been approved by FDEM. Based on our demonstrated history with local government, we understand and recognize that the most beneficial solution is to designate and devote our personnel to the City so that relationships can be formed, continuity/streamlining of processes can occur, and our team can understand each City facility on an intimate level.

Our Teams will be strategically designated to the City in order to achieve exponential results from the Public Assistance Program, as well as Hazard Mitigation Program Funding. Our teams are organized in a manner in which each team can apply for, manage, implement, and deliver all FEMA Programs in their full, respective life cycles. Our Team will report directly to our designated Project Manager. We believe this process will enable our teams to be effective and allow for streamline communication and reporting process for the City. ***Our primary objective through this Approach is to build continuity and relationships with the staff/administration at the City, and to become familiar with the infrastructure and assets at each City facility so that when a disaster occurs, our team can navigate through the FEMA process at an effective/efficient pace.***

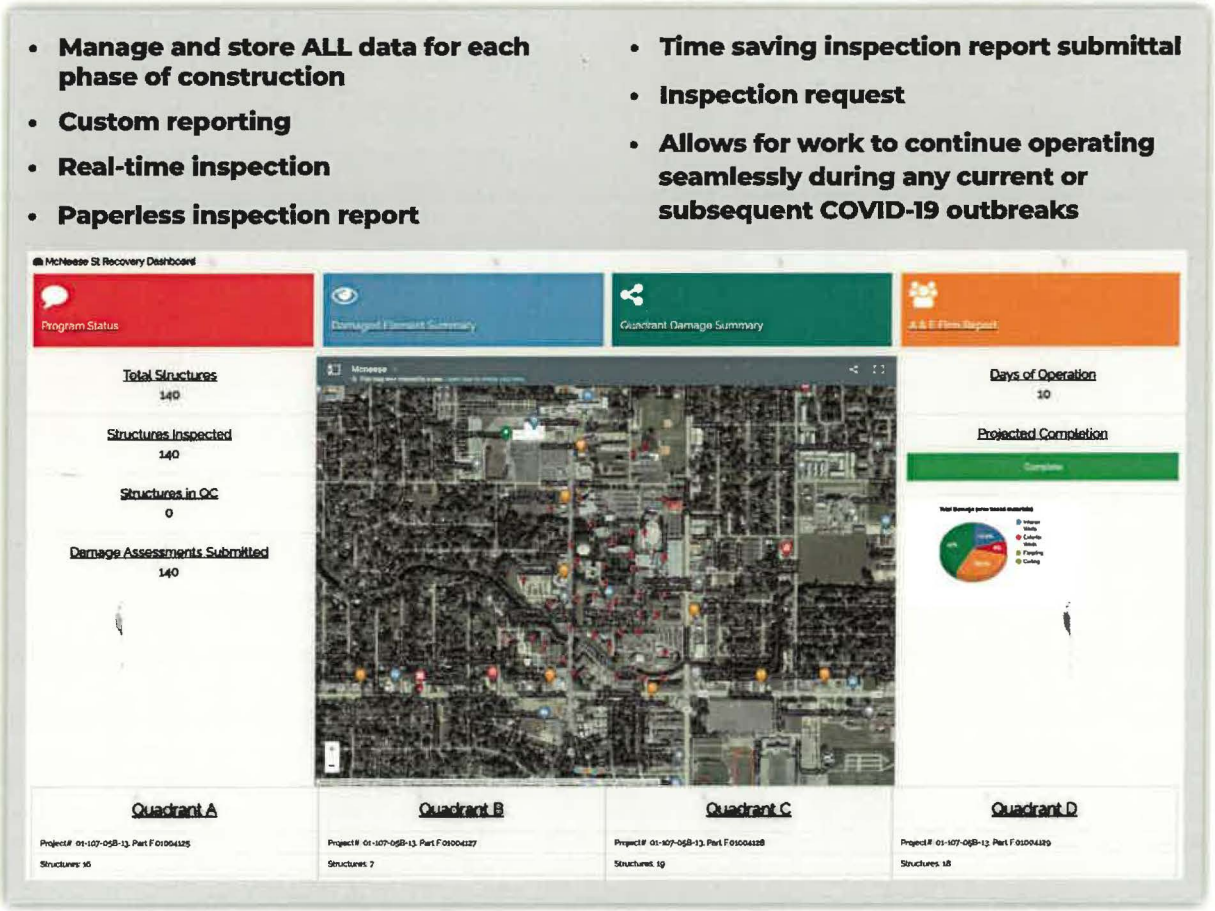
Our methodology for integrating our approach into the recovery and mitigation processes for the City is fundamentally simplistic. The flow chart illustrated on the following page depicts our Phases of Work Progress as it relates to a client's recovery efforts. In short, after an event, various timelines are set in place, and the urgency to collect data and damage documentation from the Applicant is hard pressed. Having a systematic process for collecting this information into a centralized point is vital for the success of the recovery program. Our Team will assist the City to implement measures and protocols with the latest technology platforms available to ensure damages are collected, captured and cataloged efficiently.



Our Team provides this and more to the City. The City benefits immediately from our learned experiences, familiarity with your assets, and from our relationships with FDEM and FEMA to streamline funding for City projects. The ability to utilize our expertise will continue to benefit the City and will speed up the recovery effort since we are familiar with your processes and facilities.

In order to effectively implement project schedules within various damaged City facilities, we will work closely with the City Administration, including the coordination for (a) a comprehensive comparative cost analysis for whether each site requires repair or replacement, (b) a recommended course of action for project timeline, (c) a plan for implementation for each recommended course of action, including associated projected costs and timelines in bringing each site to safety and environmental compliance (d) identification of any and all available funding options, including but not limited to FEMA reimbursement, insurance proceeds, CDBG-DR funds, including monitoring and compliance. Throughout this process, our Team will ensure all required FEMA and other federal funding source requirements are met. The differentiating factor for delivering this objective will be the systematic use of our technology platforms to standardize reporting mechanisms and allow the City to have real-time visibility and access.

Our Team encompasses the ability to streamline field damage assessments and required FEMA reporting. Working closely with City staff and regulatory agencies, FDEM and FEMA, our team will review the comprehensive field inspection reports, surveys and needs assessment of all facilities that were impacted by an event, whether previously identified or not. Through our team's proprietary software, the **Rostan Information Management System (Rostan-IMS)**, we are able to aggregate assessment data at a rapid and accurate pace and prioritize City assets, based on the FEMA Public Assistance Category of Work, including Category A–Debris, Category B–Emergency Protective Measures, Category C–Roads and Bridges, Category D–Water Control Facilities, Category E–Buildings and Equipment, Category F–Utilities, and Category G–Parks, Recreation, and Other. These data sets will allow the City to view, real-time, assessment progress for damages at each facility, where applicable.



PA PROGRAM DELIVERY PROCESS

PHASE 1: OPERATIONAL PLANNING & APPLICANT COORDINATION

Client Conducts Applicant Briefings
Rostan assists Client with preparation for briefings, if Applicable; This initial interaction is critical in determining the Applicant's needs for funding and cash flow

Requests for Public Assistance (RPA) within 30 Days of Declaration
Rostan prepares request, if Applicable.

Exploratory Call
Rostan begins to determine categories of work to be claimed by developing Damage Inventory for RSM.

Recovery Scoping Meeting (RSM)
Rostan facilitates RSM meeting, identify Categories of Work being claimed.

PHASE 2: ASSESSMENTS AND ELIGIBILITY-SITE INSPECTION, DDD FORMULATION, EEI DEVELOPMENT

Conduct Site Inspections and FEMA Eligibility Assessments
Rostan Technical Team leads and coordinates Site Inspections and FEMA Eligibility Assessments to capture disaster damages for all facilities

Detailed Damage Dimension Formulation
Rostan formulates facility damage dimensions into reporting template for FEMA review and validation; Rostan consolidates damaged facilities into groups for FEMA review and adjusts the Damage Inventory

Essential Elements of Information Development
Once DDD's are formulated, Rostan populates the project's EEI questions for completion; Projects are then sent to FEMA PDMG for review / comment and Inspector validation

PHASE 3: SCOPING AND COSTING VALIDATION

Develop Project SOW and Costs
Once project's DDD and EEI are validated, Rostan plugs the validated dimensions into RSmeans (estimating software) for costing; Rostan then takes these costs to develop the project scope of work in the FEMA Cost Estimating Format (CEF); Projects are then submitted to the Consolidated Resource Center (CRC) for Obligation

Eligibility and Compliance Reviews
Rostan ensures that all eligible projects are properly presented and defended during reviews; this includes any Request for Information/ Determination Memo response

PHASE 4: OBLIGATION/AWARD or APPEAL PROCESS

Obligation of Funds to the Recipient
Rostan ensures the most beneficial and expedited obligation of funds for applicant; Ensures project has movement within the FEMA Grants Portal

Appeal of Determination Memo
Rostan assists with preparedness for meeting and produces plans for a fast recovery

PHASE 5: POST-AWARD MONITORING & AMENDMENTS

Quarterly Progress Reports; Version Requests; and Audits
Rostan Staff setup standardized approaches for monitoring projects post award

PHASE 6: FINAL RECONCILIATION & CLOSEOUT

Project Closeout (Within 180 days of work completion)

Subrecipient Closeout

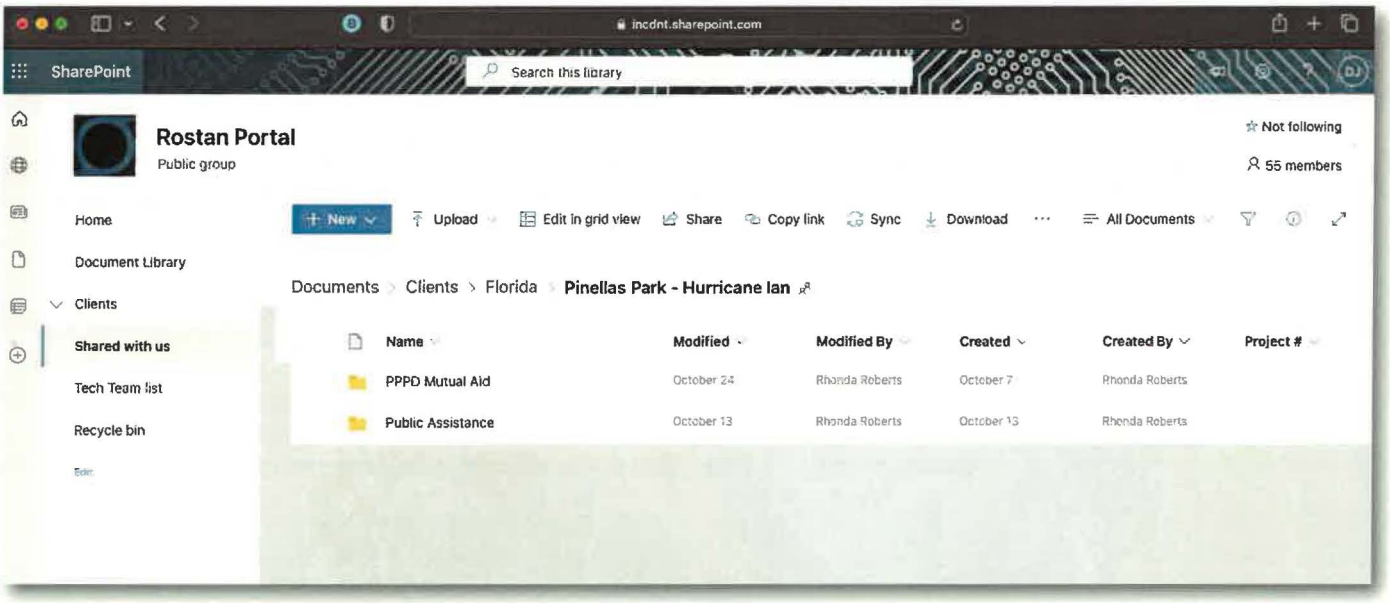
Disaster Closeout

Having nearly 2 decades of disaster recovery program experience, Rostan has a vast, complete knowledge of the disaster recovery program lifecycle. This experience has allowed us to pioneer a modified database that focuses on process and reporting efficiency, customization, and allow for mobility and ease of execution.

This team, designed to field technical inquiries regarding any area of the program, will be on call and available to City staff for preparation of position briefs and/or in-person reporting as requested. We will provide monthly written reports with real-time data representing current status of project scopes, delivery schedules and budget/cost comparisons. Special reports are provided as needed and requested by the City in order to foster effective communications with the oversight entities.

MONITORING & QA/QC

As with the development of well thought out policies and procedures, monitoring plans are just as important. Our monthly status reports will include, but not be limited to an email report with current status of grant funds, reimbursements, minutes and sign-in sheets from meetings, issues that affect the project funding and outstanding information requests. In fact, the disaster regulations specifically spell out the need for the approval of Quality Control and Monitoring plans. We commit to continuing to provide the appropriate and most qualified staff to perform the full spectrum of services, from project kickoff to closeout/audit, and we will leverage our SharePoint to accomplish this.



We will convene with City Officials at the initial kick-off meeting to discuss the best option for the City and the appropriate access the City wishes to have to our SharePoint Site. Protocols for document upload will be discussed and agreed to and progress reports will be generated to offer insight to the City into progress toward project completion and obligation.

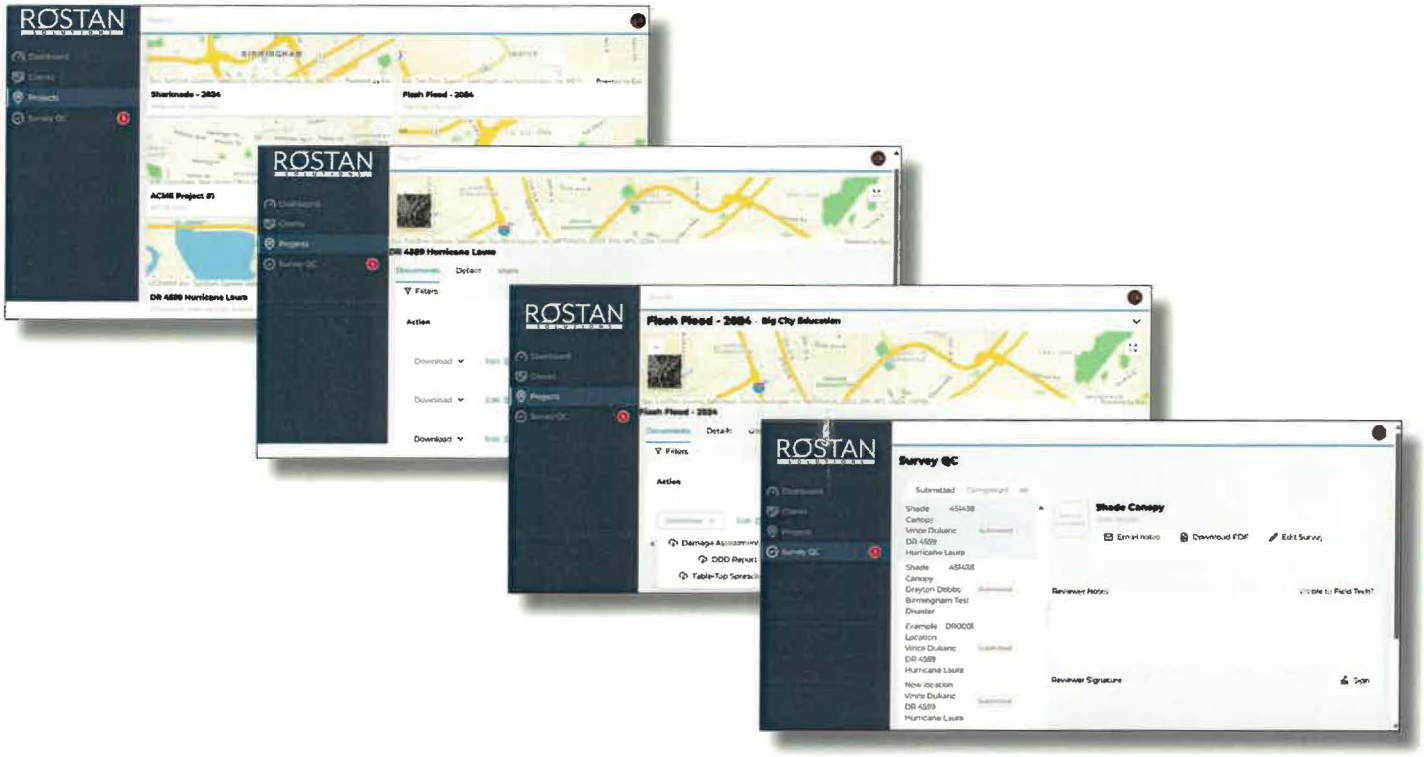
Our Team will customize and assist with a framework specific to the City to ensure that milestones are on target and financial elements are considered during the recovery process. Our QA/QC review procedures set management and quality processes into motion before project work begins. At the onset of the project, we determine data quality objectives, metrics, and the technical path to achieve these. We are accustomed to working across disciplines, business, and geographic lines to achieve successful project results for our clients.

CAPTURE DAMAGE ASSESSMENT SOFTWARE

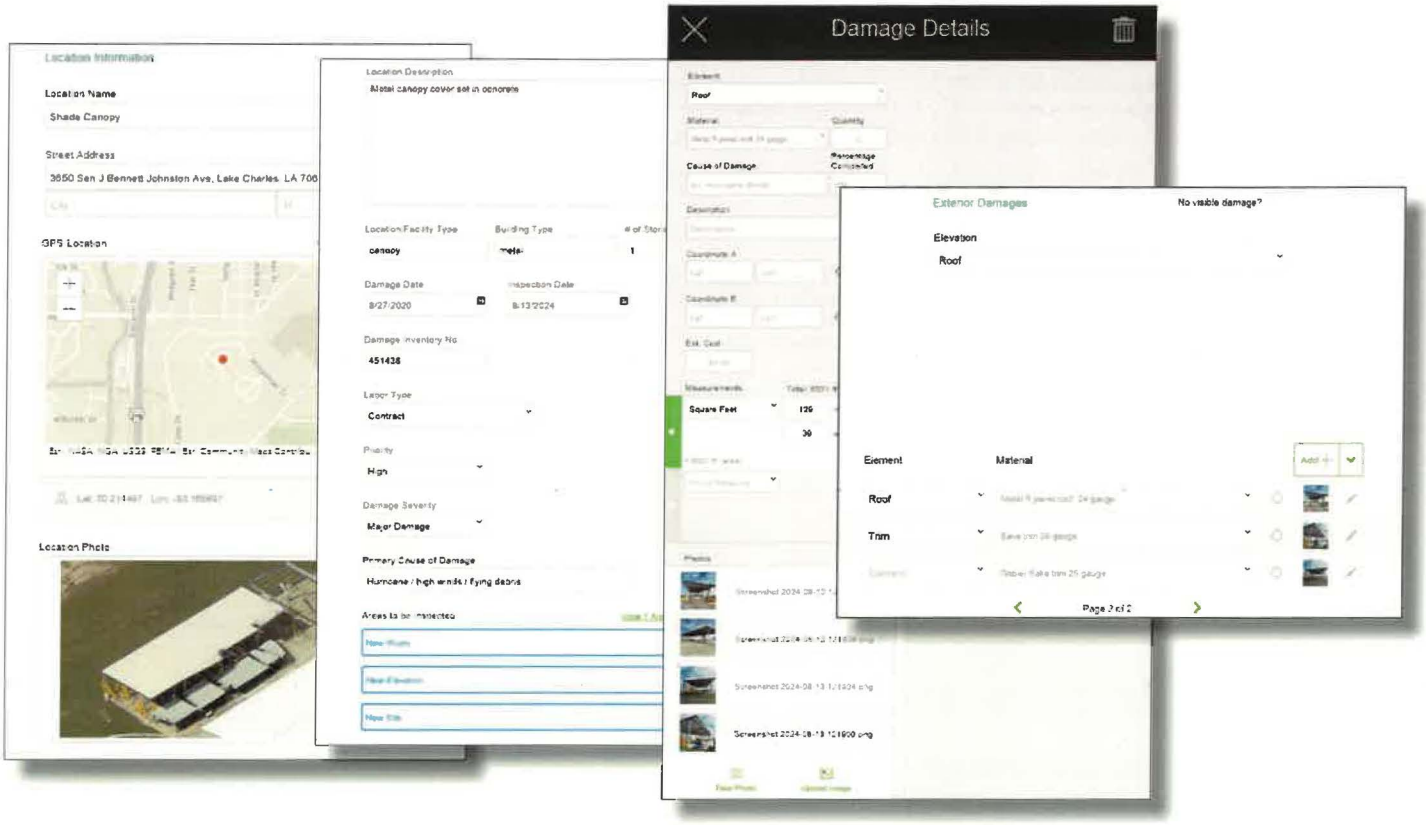
Capture is an innovative damage assessment software developed to streamline and enhance the process of documenting damages to facilities following a disaster. Designed with the specific goal of maximizing the benefits offered by FEMA's Public Assistance program, Capture ensures that every detail necessary for an accurate and comprehensive recovery assessment is meticulously recorded.

CAPTURE WEB-BASED DASHBOARD





CAPTURE SURVEY



The software is controlled entirely in-house, offering the advantage of real-time data processing. This capability allows for immediate access to critical information, ensuring that the assessment process is both timely and effective. Additionally, Capture integrates seamlessly with GIS technology, providing precise geolocation data for all assessed facilities. This feature significantly improves the coordination of assessment efforts, enabling teams to prioritize and address the most critical areas quickly.

One of the key strengths of Capture lies in its ability to produce a final report that includes detailed information on all recorded damages. This report serves as a crucial document in the recovery process, offering a clear and comprehensive overview of the extent of the damages, which is essential for securing the maximum possible assistance under the Public Assistance program.

In summary, Capture is more than just a damage assessment tool; it is a comprehensive solution that enhances the efficiency, accuracy, and effectiveness of disaster recovery efforts, ensuring that facilities receive the full benefit of available recovery resources

E.2.3 LEVERAGE AVAILABLE FUNDING

FINANCIAL, ACCOUNTING, REPORTING AND GRANT MANAGEMENT

City Administration and Finance staff are challenged with augmenting existing sources of funding, identifying and leveraging new sources, and creating cost-effective budgets while meeting existing City demands. Funding opportunities to meet such needs after a presidentially declared disaster is vital for the immediate and long-term recovery of the City.

As the City is aware, our team takes a proactive role to assist our clients in obtaining and maximizing project funding. Our success has been built upon developing specific knowledge about funding available in the various geographic regions, gaining expertise in the various sources, cultivating relationships with funding agencies, as well as developing funding strategies that maximize return on investment. Our methodology below depicts our exceptional resource capabilities and outlines our best practice approach for managing the financial and accounting aspects for City recovery efforts.

NEGOTIATE AND WORK WITH FEMA ON BEHALF OF THE CITY

The element of negotiating and working closely with FEMA is truly undervalued, when in reality, it is an art form. Rostan will negotiate with FEMA and State personnel, where necessary with City approval, throughout the development, approval and implementation process to ensure that the grant funding is adequate and maximizes the outcome for the City. Being an effective consultant and representative of the City means maximizing all available funding to the City, while reducing financial risk, liability and exposure. Our close coordination with FEMA is methodically planned and well calculated. We concede to smaller issues to achieve greater results that are part of a larger picture. Our Team will to provide qualified and professional staff to negotiate with FEMA and the State on behalf of the City. We have a deep respect for quality performance, and we value accurate reporting as a standardized tool in our collective project delivery, coordination, and communication approach. Our work product speaks for itself and is simply unmatched in our ability to negotiate and work directly with FEMA Region 6 and FEMA Headquarters. We relish the opportunity to represent the City in their FEMA needs and are proud of our work performed to date. The City will not find a more trusted partner that can effectively negotiate FEMA claims and damages on its behalf, than Rostan.

Simply put, our standard of work is respected, our personnel who will represent the City are respected, and we will ensure that City of Destin is RESPECTED.

UNDERSTANDING THE FEMA PROCESS AND MANAGING GRANT AND PROGRAMMATIC REQUIREMENTS

Our Team understands applicable Federal policies and regulations that govern FEMA and other federally funded programs. Our objective is to ensure that the City recovers all eligible costs that were incurred as a result of a disaster and to provide local dedicated staff and resources to ensure satisfaction from project inception through closeout as expeditiously as possible, working intimately with outside stakeholders, such as FDEM, HUD, and FEMA. Understanding the comprehensive, detailed policies, procedures, and compliance requirements can be daunting for clients receiving Disaster Recovery funding. We are comprised of the best and the brightest in FEMA PA, HM, and CDBG, and our experience



outlined in this proposal supports the resourcefulness that we will deliver to the City. Our performance will be measured through the below objectives:

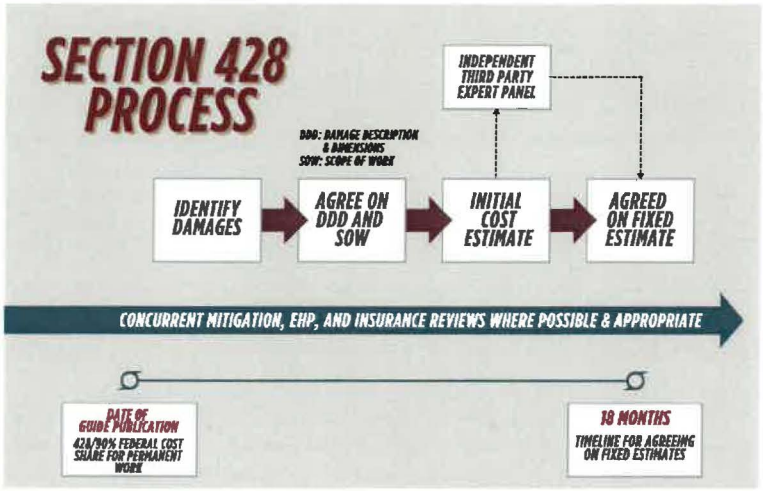
Meeting with the City to discuss additional expenses and funding deficits
Preparation, presenting and managing all associated grant amendments to FDEM and FEMA as requested by the City
Performing all duties in compliance with FDEM and FEMA from City guidance and regulation requirements 100% of the time
Reporting grant management progress to the City monthly
Providing and managing tracking of funds and budgetary changes to the City monthly
Assisting in responding to and submitting any request for information to FEMA prior to given deadline

THE CITY NEEDS A TEAM WHO ENCOMPASSES THE FOLLOWING CHARACTERISTICS:
Can showcase demonstrated success that fund projects across FEMA Programs for the City
Able to Provide sound guidance and programmatic direction
Can help the City navigate the FEMA Program complexities and deliver a comprehensive Recovery and Mitigation Program

Our team, as infrastructure experts, are well-equipped to provide support for the FEMA Public Assistance Grant Program and the process immediately following a declared incident. The Public Assistance Grant Program, including 406 Mitigation, provides assistance to eligible entities who maintain and operate public infrastructure to respond, recover and mitigate impacts. We will assist with and oversee project formulation, cost estimating, project validation, project worksheet development, appeals, audits and grant closeouts on behalf of the City.

Our Team consists of experts that can do more than just administer and facilitate the grant process. Our experts will work directly with the City to implement and deliver the solutions that will rebuild City infrastructure better than it was before, to establish resiliency. These solutions will be funded through approved FEMA Project Worksheets (PW) and Hazard Mitigation Proposals (HMP), on top of any insurance proceeds. Our Team will assist with both implementations of these eligible projects as well as fulfillment of the reimbursement process.

THE SANDY RECOVERY IMPROVEMENT ACT OF 2013



The Sandy Recovery Improvement Act of 2013 (SRIA)—Alternative Procedures Pilot Program: Participation in the new alternative procedures is voluntary but can be leveraged in certain cases. Rostan, has successfully implemented the Alternative Procedures Pilot Program for a number of clients including $1.7B restoration and mitigation funding for NYC Health and Hospitals Corporation, $12M in relocation and rebuilds on new sites for educational institutions in Port Arthur, TX and Lafayette, LA and $3.2M restoration and mitigation funding for the Escambia Community Clinic. Our team of experts were instrumental elements (formerly) of the Louisiana Governor's Office of Homeland Security and Emergency Preparedness Technical Team who sought tens of millions in 428 funding across numerous Louisiana Applications as well. Every disaster is unique, and Rostan's Technical Team will work closely with the City to develop the most appropriate funding program that benefits the City.

The City will have at its disposal a Project Team that can apply for and deliver the flexibility of the 428 Alternative Procedures Pilot Program to the benefit of the recovery process.

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR)

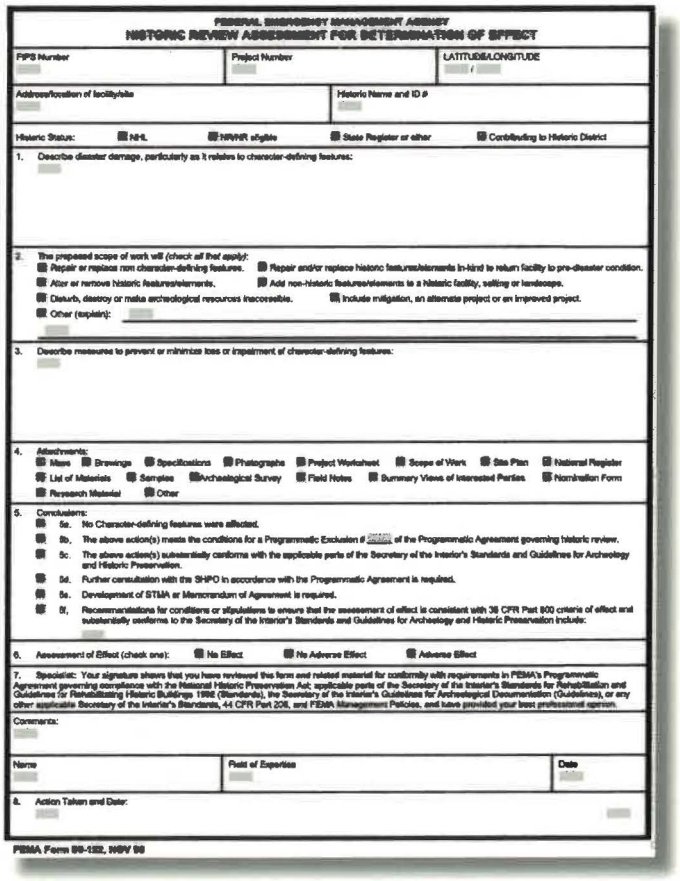
We are also comprised of CDBG-DR and Program Management experts plan to utilize their collective experience from lessons learned and coordinate with the City to implement programs that are most advantageous to the affected populace.

Collectively, we will ensure programmatic regulations are adhered to as it relates to Davis-Bacon and all required Labor Compliance reviews. Of significant importance is the matching non-federal share matching components that the CDBG-DR program affords to the City. Our team of policy experts can navigate the City through the complex matching requirements of this federal funding source and ensure that the non-federal match is met when this fund is available. Our Team has extensive experience in drafting Disaster Recovery Action Plans, amendments and developing disaster related policies, procedures, tracking systems, and monitoring plans.

NON-FEDERAL MATCH PROGRAM

REGULATORY AND FINANCIAL COMPLIANCE

REGULATORY



FEDERAL EMERGENCY MANAGEMENT AGENCY

HISTORIC REVIEW ASSESSMENT FOR DETERMINATION OF EFFECT

FIPS Number	Project Number	LATITUDE/LONGITUDE

Address/location of facility/site	Historic Name and ID #

Historic Status: ☐ NHL ☐ NR/NR eligible ☐ State Register or other ☐ Contributing to Historic District

1. Describe disaster damage, particularly as it relates to character-defining features:

2. The proposed scope of work will *(check all that apply)*:
☐ Repair or replace non character-defining features. ☐ Repair and/or replace historic features/elements in-kind to return facility to pre-disaster condition.
☐ Alter or remove historic features/elements. ☐ Add non-historic features/elements to a historic facility, setting or landscape.
☐ Disturb, destroy or make archeological resources inaccessible. ☐ Include mitigation, an alternate project or an improved project.
☐ Other (explain):

3. Describe measures to prevent or minimize loss or impairment of character-defining features:

4. Attachments:
☐ Maps ☐ Drawings ☐ Specifications ☐ Photographs ☐ Project Worksheet ☐ Scope of Work ☐ Site Plan ☐ National Register ☐ List of Materials ☐ Samples ☐ Archeological Survey ☐ Field Notes ☐ Summary Views of Interested Parties ☐ Nomination Form ☐ Research Material ☐ Other

5. Conclusions:
☐ 5a. No Character-defining features were affected.
☐ 5b. The above action(s) meets the conditions for a Programmatic Exclusion # _____ of the Programmatic Agreement governing historic review.
☐ 5c. The above action(s) substantially conforms with the applicable parts of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.
☐ 5d. Further consultation with the SHPO in accordance with the Programmatic Agreement is required.
☐ 5e. Development of STMA or Memorandum of Agreement is required.
☐ 5f. Recommendations for conditions or stipulations to ensure that the assessment of effect is consistent with 36 CFR Part 800 criteria of effect and substantially conforms to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation include:

6. Assessment of Effect (check one): ☐ No Effect ☐ No Adverse Effect ☐ Adverse Effect

7. Specialist: Your signature shows that you have reviewed this form and related material for conformity with requirements in FEMA's Programmatic Agreement governing compliance with the National Historic Preservation Act; applicable parts of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines), or any other applicable Secretary of the Interior's Standards, 44 CFR Part 206, and FEMA Management Policies, and have provided your best professional opinion.

Comments:

Name	Point of Expertise	Date

8. Action Taken and Date:

FEMA Form 09-152, NOV 99

One of the most often overlooked elements of a recovery or mitigation project is complying with the applicable regulatory agencies. Our role with the City will be to ensure complete program compliance and comply with all Environmental, Historic, Labor Compliance, Davis-Bacon, Public Health & Safety Requirements/Legal Requirements. Rostan has an impeccable history with state and federal government agencies and will serve as the lead in this endeavor due to their credentialed experience and relationships. Our experts have tremendous working relationships with all the regulatory agencies and will work closely (training, outreach, SOPs, site visits, and desk reviews) with the City to ensure full compliance with all applicable laws, regulations, and other programmatic and financial requirements including all environmental, historic, and public health and safety requirements. Our team will use all opportunities to monitor project and grant activities, including checklists, database records, quarterly reports, site visits and conference calls to assure that all legal requirements of both programs are satisfied.

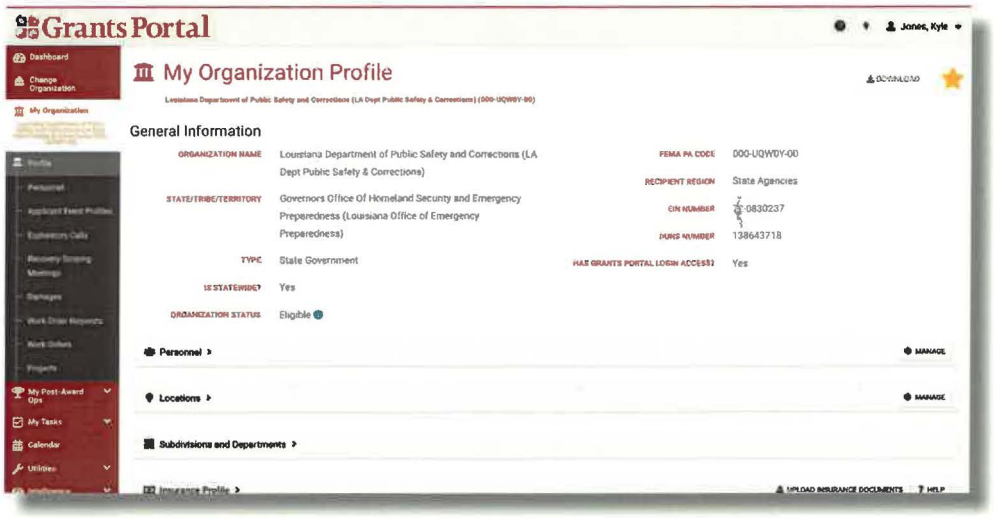
Our Team will implement the following steps to ensure compliance with federal regulations, provide audit coordination and assist the City with responding to audit findings. Throughout the grant administration and formulation process, we intend to utilize the below QA/QC process to detect fraud, waste, and abuse. This includes:

IMPLEMENTING A CONTROLLED ENVIRONMENT
Based on program requirements and guidance, there will be a set of clear expectations. A complete review of program policies and procedures will be completed prior to ramp-up activities.
ESTABLISHMENT OF RESPONSIBILITY
Training to identify suspected fraud, waste, and abuse will be conducted with appropriate staff and specific roles will be assigned.
REGULAR RISK ASSESSMENT
Throughout the grant cycle, specific personnel will be tasked with identifying and analyzing various factors that create risk for the projects and develop methodologies and procedures to minimize this risk.
DOCUMENTATION STANDARDS
Strict documentation standards will be required and will maximize the use of source documents that can be independently and objectively verified.
MONITORING
All internal policies, procedures, and other control mechanisms will be regularly monitored to ensure effectiveness. Monitoring touch points includes desk monitoring, site visits, and performance tracking and reporting.
TRANSPARENCY
Transparency will be encouraged throughout all program areas where possible. Findings of fraud, waste, and abuse will be anonymized and distributed to stakeholders to increase awareness and transparency of program operations.

Rostan sets itself apart from other competitors in our strategy and unique approach to working with FDEM and delivering recovery, mitigation, and closeout services. We have longstanding relationships with both FDEM and FEMA personnel and will work directly with FDEM to facilitate all projects and recover eligible damages/costs. The Rostan Team is well-positioned to provide support for the process following declared incidents through project closeout. Rostan will lead and facilitate, as directed by the City, all applicant meetings, Requests for Information (RFIs), Requests for Reimbursements (RFRs), project formulation, review of documentation, cost estimating, project validation, Project Worksheet (PW) development, appeals, audits, and grant closeouts.

FINANCIAL

Fiscal Management describes the policy and procedural development for fiscal control, including the processes for project cash request and disbursement, accounts receivable/payable, and the program income tracking. Our team will assist the City with planning and strategy to not only manage cash flow, but also maximize the funding, offset any applicable non-federal matching requirements, and ensure compliance with federal regulations and State audit requirements. This includes sound



fiscal/budget controls and a systematic approach for documentation and records storage. Currently, Rostan uses and interfaces with clients via its Microsoft Office SharePoint site. This link allows for clients to upload project specific data to a secure access point and enables our team to access files in seconds. This process speeds up project reporting capabilities and allows our team to process reimbursements timelier and push the documentation through to FDEM and FEMA respectively.

Our Team offers access to national networks, robust software suites; customized data systems and web-based tools and solutions. Our team has recent and extensive experience in operating within FEMA's new Grants Portal system for the Public Assistance Program, a key qualification to successfully obtaining federal reimbursement, as well as working with State-Level Mb3 systems for reporting.

We will assist the City in accounting for all of these costs initially as estimates for grant development and funding, and finally as actual costs to be used for reimbursement of eligible grant funding. The actual costs will eventually have to be reconciled; and we will assist with the reconciliations of costs, reimbursement pursuits through FEMA, and will facilitate any future audits, appeals (if needed), programmatic/financial reporting, and lastly grant and financial closeouts.

E.2.4 PROTOCOLS

SITE INSPECTION PHASE

Assessing damages is a time-sensitive, essential element in the response and recovery process. We understand the financial implications to the City of a poorly performed site inspection operation. Our team can provide personnel experienced with training on how to identify and account for all potentially eligible damages, and how to ensure that the proper claims and estimates are submitted in a timely manner. Alongside local officials, we will assist with the development of metrics, milestones, and timetables appropriate for each project that will provide the most benefit to the City.



SCOPE OF WORK DEVELOPMENT AND ELIGIBILITY

We will assist the City with the completion of the applications. All necessary forms will be developed, such as the budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, etc.

Federal grant applications submitted, must be program eligible, cost effective, environmentally sound, and technically feasible. Team reviewers include former PA, HM, and CDBG-DR project managers and experienced technical staff. Typical elements that must be satisfied:

✓	Compliance with all requirements of federal grant eligibility—Damage, impacts, at risk
✓	A beneficial impact upon the declared disaster area, and compliance with any applicable state directives in the state program administrative plan for the specific disaster
✓	Solution of a problem independently

✓	Cost-effectiveness and evidence of substantial reduction of the future losses
✓	Long-term and technically feasible
✓	Conformance with all applicable environmental, historic, or cultural preservation requirements
✓	Required non-federal match
✓	Leveraging issues for multiple grant sources
✓	Conformance with all applicable federal, state and local regulations (e.g., NFIP regulations or state/local building codes)
✓	High level technical feasibility

Once the application is determined to be complete and feasible, the team's in-depth technical review begins to drill down into the details of the proposed project to confirm the benefit-cost analysis; apply any pertinent regulations; review cost estimates, site plans and architectural drawings; affirm thoroughness of the application; check that all documentation required for environmental and/or historic preservation is included; and if warranted, provide assistance with Requests for Information (RFI).

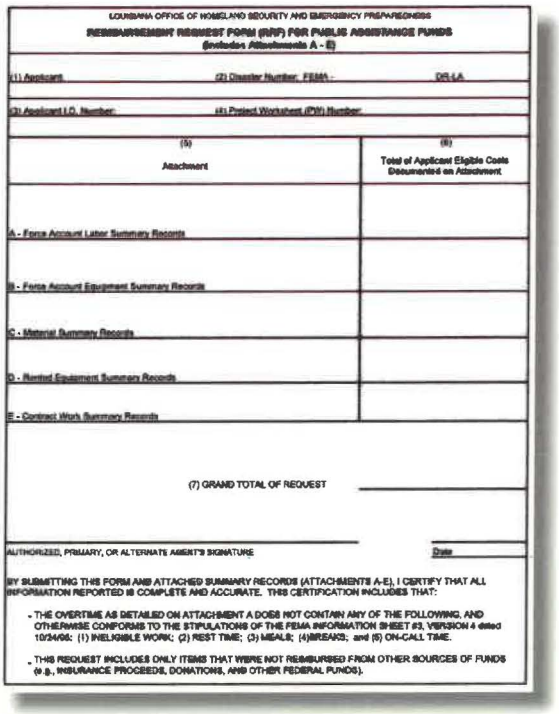
POLICY ADVISORY SERVICES

Rostan is unlike any traditional consulting firm. Rostan has two (2) licensed attorneys who specialize in FEMA Recovery and Mitigation Policy. The City will benefit from our collective experience in FEMA Appeals and Arbitrations and in how we leverage FEMA's own precedent cases against them. Our FEMA work in six (6) other FEMA regions across the country afford our team the advantage of having visibility on other FEMA Region's eligibility determinations surrounding similar projects. So that the City will know and understand the role of our Policy Advisory Services relative to federal programs on behalf of the Department, the Rostan Policy Team encompasses the following:

➡	Provide on-going research for project eligibility determinations to establish precedent case work
➡	Develop a multi-tiered QA/QC process to ensure that awards and contracts meet all federal regulations
➡	Use quarterly reporting mechanisms to document progress, including any procurement activity
➡	In coordination with FDEM, perform regular desk monitoring through the review of Requests for Reimbursement for front-end audits
➡	Provide checklists to be submitted with Requests for Reimbursement
➡	Review bid documents, advertisements, addendum if applicable, wage rates, attend bid openings, pre-construction conferences, etc. to ensure compliance with state and federal laws
➡	Perform labor compliance reviews, as applicable
➡	All costs will be reviewed for eligibility and cost reasonableness (If the project is competitively bid, there will be no need for this review)
➡	Assist the City/sub-grantee in developing RFP/RFQ materials for engineering, architectural or construction services to ensure all required items are included, such as proper wage rates, minority goals, etc.
➡	If needed, attend and provide assistance at preconstruction conferences, bid opening, tabulation and minutes, bid award and contractor eligibility
➡	Assure that corrective action plans are developed, enforced, and implemented, as needed
➡	Ensure compliance with Single Audit Act requirements, review audit reports, as necessary

REIMBURSEMENT REQUESTS

Our comprehensive portfolio includes the submission of Requests for Reimbursement for many federal programs, specifically for Public Assistance and Hazard Mitigation Programs. In fact, the Rostan Team is responsible for some of the largest reimbursement requests for local governments on record, both for Public Assistance and also for the sole Hazard Mitigation Grant Program Project. Our Team is designed and structured to effectively streamline and manage eligible costs and all force account expenses, provide appropriate and specific source documentation of expenses, and deliver direct allocation of costs to the appropriate funding source when match is required. ***Our objective, to the fullest extent possible, is to make EVERY Disaster that impacts the City a budget neutral Disaster.*** This is attainable through our Team correlating the implementation of the project scope with the grant funding scope to streamline the reimbursement process, identify potential matching elements, and decreasing confusion and delays with the FEMA Consolidated Resource Center. This also involves our Program Team having a trusted relationship with the local FEMA personnel, assigned Program Delivery Managers, and FDEM—***which we will demonstrate to the City.***



LOUISIANA OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

REIMBURSEMENT REQUEST FORM (RRF) FOR PUBLIC ASSISTANCE FUNDS
(Includes Attachments A - E)

(1) Applicant | (2) Disaster Number: FEMA - | DR-LA

(3) Applicant I.D. Number: | (4) Project Worksheet (PW) Number:

(5) Attachment	(6) Total of Applicant Eligible Costs Documented on Attachment
A - Force Account Labor Summary Records	
B - Force Account Equipment Summary Records	
C - Material Summary Records	
D - Rented Equipment Summary Records	
E - Contract Work Summary Records	

(7) GRAND TOTAL OF REQUEST

AUTHORIZED, PRIMARY, OR ALTERNATE AGENT'S SIGNATURE | Date

BY SUBMITTING THIS FORM AND ATTACHED SUMMARY RECORDS (ATTACHMENTS A-E), I CERTIFY THAT ALL INFORMATION REPORTED IS COMPLETE AND ACCURATE. THIS CERTIFICATION INCLUDES THAT:

- THE OVERTIME AS DETAILED ON ATTACHMENT A DOES NOT CONTAIN ANY OF THE FOLLOWING, AND OTHERWISE CONFORMS TO THE STIPULATIONS OF THE FEMA INFORMATION SHEET #3, VERSION 4 dated 10/24/06: (1) INELIGIBLE WORK; (2) REST TIME; (3) MEALS; (4)BREAKS; and (5) ON-CALL TIME.
- THIS REQUEST INCLUDES ONLY ITEMS THAT WERE NOT REIMBURSED FROM OTHER SOURCES OF FUNDS (e.g., INSURANCE PROCEEDS, DONATIONS, AND OTHER FEDERAL FUNDS).

Our Team will work with the City to develop reporting protocols and schedules for activity logs, timesheets, and any other required or designed report. Rostan has developed templates for project monitoring correspondence, application review, and contract development correspondence, and correspondence related to every phase of a project's life cycle. Correspondence or documents that are not template in nature can be quickly drafted upon request and sent to the City for review, approval, and use. Ensuring clear communication has been and will continue to be a pillar for success with federal programs. All templates will be provided to the City for review and acceptance, and we will work with the City in the development of a Comprehensive Building Assessment Report.

CLOSEOUT



To minimize challenges with the project close-out process, we begin the accounting for closeout on day one of implementation, ensuring details are not forgotten or documents misplaced by the time critical audit preparation efforts begin. Our Team will begin preparing, internally, for a front-end audit in order to streamline projects through closeout. This process involves close coordinate with FDEM as the projects are being initially developed. Our approach is centered around FDEM involvement from the onset of a project so we can avoid any unnecessary delays for missing documentation. As part of this process and best practice, our Team will conduct monthly project monitoring reviews of all associated will take place throughout the project life to reduce any corrective actions at the end of a project. An essential element of any project close-out is the development and maintenance of a Closeout Checklist. Our Team will be responsible for the maintenance of these checklists and the City will have real-time visibility with access to our SharePoint site, where these files will be stored. Prior to submitting reimbursement requests to FDEM, our teams will conduct a thorough file review and QA/QC check to ensure project files are complete. Once complete, both our Project Manager, as well as our Program Executive, will sign off on the checklist to finalize the file for submittal to FDEM.



TAB F – INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748 License#: BR-1796553	**CONTACT NAME:** Caroline Gonzalez **PHONE (A/C, No, Ext):** 800-845-8437 **FAX (A/C, No):** **E-MAIL ADDRESS:** carogonzalez@acrisure.com
INSURED Rostan Solutions LLC 3433 Lithia Pinecrest Rd #287 Valrico FL 33596 ROSTSOL-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Homeland Insurance Company of New York — 34452 **INSURER B:** The Continental Insurance Company — 35289 **INSURER C:** Continental Casualty Company — 20443 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 1857488528 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractor Poll GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			793012804-0002	9/29/2025	9/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			8033641378	9/29/2025	9/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Basic	$1,000,000 $ $ $ $10,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			793012805-0002	9/29/2025	9/29/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8033641350	9/29/2025	9/29/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liab			793012804-0002	9/29/2025	9/29/2026	Each claim Aggregate	$1,000,000 $2,000,000

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

1

CERTIFICATE HOLDER

~Evidence of Insurance c/o Rostan Solutions, LLC
3433 Lithia Pinecrest Road Suite 287
Valrico FL 33596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ROSTAN SOLUTIONS



APPENDIX – RESUMES

SAMUEL M. ROSANIA

ROSTAN

Principal | Executive Vice President

YEARS OF EXPERIENCE
43
EDUCATION
University of Florida, Bachelor of Science, Plant Pathology, 1978
CERTIFICATIONS & TRAINING
IS-100: Introduction to Incident Command Systems IS-200: ICS for Single Resources and Initial Action Incidents IS-700: National Incident Management System

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2014	Ice Storm, GA
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti Earthquake, Chile
2008	Hurricane Ike
2006	Ice Storm, NY
2005	Hurricane Katrina Hurricane Rita Hurricane Wilma
2004	Hurricane Jeanne Hurricane Frances

Mr. Rosania has more than 43 years of experience working for the public and the private sector related to disaster management and recovery, Public Assistance funding, emergency management, public health, integrated solid waste management and hazardous waste management. Mr. Rosania has been extensively involved with hazard mitigation, emergency management and disaster management and recovery operations since 1998. He is recognized as an expert in Integrated Solid Waste Management Planning and pre- and post-incident disaster planning and recovery. Mr. Rosania has managed numerous disaster recovery projects both at the regional and local level. .

PROFESSIONAL EXPERIENCE

PRINCIPAL/EXECUTIVE VICE PRESIDENT
MULTIPLE PROJECTS || 1998–PRESENT

DEBRIS MONITORING AND PUBLIC ASSISTANCE SERVICES

Mr. Rosania is involved in the management of Rostan's service lines including debris monitoring services. Responsibilities include strategic initiatives, business development, client relations, contracting, and project and operation support.

RECENT RELEVANT PROJECTS

HURRICANE MILTON [FEMA DR-4834] 7 Florida Municipalities	
HURRICANE HELENE [FEMA DR-4828] 8 Florida Municipalities	
HURRICANE IDALIA [FEMA DR-4734-FL] Suwannee Valley Electric Cooperative City of St. Pete Beach	
HURRICANE IAN [FEMA DR-4673-FL] City of Sarasota Town of Windermere City of Pinellas Park Village of Estero City of North Port City of St. Pete Beach	
HURRICANE IDA [FEMA DR-4611-LA] City of Slidell New Orleans City Park Plaquemines Parish Town of Lutcher City of Gretna Town of Pearl River St. James Parish Town of Gramercy	
CALIFORNIA WILDFIRES [FM-5400/5419] Pacific Gas & Electric (Dixie and Fawn Fires)	
SEVERE STORMS [FEMA DR-4630] Lyon County, KY	**HURRICANE NICHOLAS [NON-DECLARED]** Brazoria County, TX
CALIFORNIA/OREGON WILDFIRES [FM-5365/5369] PacifiCorp (Slater and Archie Creek Fires)	
HURRICANE ZETA [FEMA DR-4577] New Orleans City Park, LA	**HURRICANE DELTA [FEMA DR-4570]** West Feliciana Parish, LA
HURRICANE LAURA [FEMA DR-4559-LA] Cameron Parish City of Westlake	**SEVERE STORMS (DERECHO) [FEMA DR-4557-IA]** 5 Municipalities
HURRICANE ISAIAS [FEMA DR-4568] Town of Carolina Beach, NC	**FLOODING [FEMA DR-4462]** West Feliciana Parish, LA
HURRICANE DORIAN [FEMA DR-4464] Charleston County, SC	**HURRICANE MICHAEL [FEMA DR-4399]** Liberty County, FL
HURRICANE FLORENCE [FEMA DR-4393] City of Lumberton, NC Town of Carolina Beach, NC	
HURRICANE MARIA [FEMA DR-4339] USACE/ Xpert's Inc.–Puerto Rico Puerto Rico Department of Transportation and Public Works (DTOP)	
HURRICANE IRMA [FEMA DR-4337/4346] 21 Municipalities	**HURRICANE HARVEY [FEMA DR-4332]** 7 Municipalities

TRAVIS MAYS

ROSTAN

Principal | Vice President

YEARS OF EXPERIENCE
17

EDUCATION
Bachelor of Business Administration, University of Houston, 2006

CERTIFICATIONS & TRAINING
Construction Quality Management (CQM) – USACE/NAVFAC
Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
IS-100: Introduction to Incident Command Systems

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike

Mr. Mays joined the Rostan team in 2008 following a brief stint in the insurance industry after graduating from the University of Houston in 2006. He serves as a Principal and Rostan's Vice President of Debris Programs. Mr. Mays prefers a hands-on approach to projects and is regularly involved in the day-to-day activities of Rostan projects large and small. During his 16 years with Rostan, he has served in every operational debris monitoring role and utilizes this experience, and knowledge gained working on behalf of more than 100 clients, to inform his team's continued development.

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – DEBRIS PROGRAMS
2008 – PRESENT

DEBRIS MONITORING AND PUBLIC ASSISTANCE SERVICES

Mr. Mays is integrally involved in the day-to-day management of Rostan's debris monitoring services line. Responsibilities include mobilization and logistics, resource management, procurement and contracting, budgeting, invoicing and accounts receivable, technical program and policy support, HaulPass® development and integration, and client development and management.

RECENT RELEVANT PROJECTS

HURRICANE MILTON [FEMA DR-4834] 7 Florida Municipalities	
HURRICANE HELENE [FEMA DR-4828 / DR-4830] 8 Florida Municipalities / 7 Georgia Municipalities	
HURRICANE IDALIA [FEMA DR-4734-FL] Suwannee Valley Electric Cooperative City of St. Pete Beach	
HURRICANE IAN [FEMA DR-4673-FL] City of Sarasota Town of Windermere City of Pinellas Park Village of Estero City of North Port City of St. Pete Beach	
HURRICANE IDA [FEMA DR-4611-LA] City of Slidell New Orleans City Park Plaquemines Parish Town of Lutcher City of Gretna Town of Pearl River St. James Parish Town of Gramercy	
CALIFORNIA WILDFIRES [FM-5400/5419] Pacific Gas & Electric (Dixie and Fawn Fires)	
SEVERE STORMS [FEMA DR-4630] Lyon County, KY	**HURRICANE NICHOLAS [NON-DECLARED]** Brazoria County, TX
CALIFORNIA/OREGON WILDFIRES [FM-5365/5369] PacifiCorp (Slater and Archie Creek Fires)	
HURRICANE ZETA [FEMA DR-4577] New Orleans City Park, LA	**HURRICANE DELTA [FEMA DR-4570]** West Feliciana Parish, LA
HURRICANE LAURA [FEMA DR-4559-LA] Cameron Parish City of Westlake	**SEVERE STORMS (DERECHO) [FEMA DR-4557-IA]** 5 Municipalities
HURRICANE ISAIAS [FEMA DR-4568] Town of Carolina Beach, NC	**FLOODING [FEMA DR-4462]** West Feliciana Parish, LA
HURRICANE DORIAN [FEMA DR-4464] Charleston County, SC	**HURRICANE MICHAEL [FEMA DR-4399]** Liberty County, FL
HURRICANE FLORENCE [FEMA DR-4393] City of Lumberton, NC Town of Carolina Beach, NC	
HURRICANE MARIA [FEMA DR-4339] USACE/ Xpert's Inc.– Puerto Rico Puerto Rico Department of Transportation and Public Works (DTOP)	
HURRICANE IRMA [FEMA DR-4337 / 4346] 21 Municipalities	**HURRICANE HARVEY [FEMA DR-4332]** 7 Municipalities

KYLE A. JONES, CEM

ROSTAN

Principal | Vice President

YEARS OF EXPERIENCE
21
EDUCATION
BA, Business Administration, Louisiana State University, 2007
PROFESSIONAL REGISTRATION
Certified Emergency Manager (CEM)
QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen's Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management, public assistance, hazard mitigation, and other federal cost recovery programs. He specializes in maximizing funding sources for clients and applying the federal regulations and/or policies to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and interfaces with FEMA/HUD and State Agencies on behalf of clients to ensure program success for project funding. Mr. Jones' extensive disaster recovery background yields tremendous programmatic knowledge of the 404 and 406 mitigation programs with nearly two decades of hands-on experience in managing HMGP/HMA, Public Assistance Programs, and other major federal disaster declarations on behalf of clients.

PROJECT AND PROGRAMS EXPERIENCE

PROGRAM MANAGEMENT || 2014-PRESENT

FEMA PUBLIC ASSISTANCE PROGRAMS

Served as the Program Executive for Public Assistance Programs on behalf of clients that are impacted by a disaster totaling over $5B in program management since 2014. Responsible for the operation and management of the program and representing client interests from the initial damage assessment phase, through the project scoping meeting, to costing and reimbursements until closeout and if applicable, appeals and/or arbitration across numerous sectors of Applicants and Sub-Applicants. Client Sectors include State Agency, Local County/Parish Government, Municipal Governments, Water Districts, Utilities, Houses of Worship, Private Non-Profits, Hospital Systems, School Systems, Housing Authorities, Drainage Districts and Airports.

FEMA HAZARD MITIGATION PROGRAMS

Served as the Program Executive for Hazard Mitigation Programs on behalf of clients that are allocated or seek to apply for Hazard Mitigation funding through the 404 HMGP Program or through the Non-Disaster Grant Programs. Mr. Jones has managed and overseen over $500MM in project awards spanning his career in residential mitigation projects for Acquisitions, Elevations, Mitigation Reconstructions, Safe Rooms, Drainage/Infrastructure Projects, Wind Retrofits, Green Infrastructure Design and Generator Initiative projects.

HUD/CDBG PROGRAMS

Served as the Program Executive for HUD and CDBG-DR programs on behalf of clients that are impacted and receive federal funding totaling over $100MM in program management since 2014. Mr. Jones is responsible for managing the overall project and representing client interests from the initial application development phase to the project award. He also oversees the project implementation and coordinates with project stakeholders on behalf of clients to fast track program implementation.

JEFF COUSINS

ROSTAN

Director of Debris Programs

YEARS OF EXPERIENCE
20

CERTIFICATIONS & TRAINING
IS-5.a: Introduction to Hazardous Materials
IS-100: Introduction to Incident Command System
IS-200: ICS for Single Resources and Initial Action Incidents
IS-300: Intermediate ICS
IS-400: Advanced ICS
IS-700: National Incident Management System (NIMS)
IS-800: National Response Framework
HAZWOPER (40-Hour)
OSHA Disaster Training

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike
2006	Ice Storms, NY
2005	Hurricane Wilma Hurricane Katrina

Mr. Cousins has 20 years of experience with Rostan and serves as our Director of Operations for Debris Monitoring Services. He specializes in disaster management and recovery and has supported debris monitoring and reimbursement projects following some of the world's most devastating disasters, including Hurricane Katrina, the devastating 2010 earthquake in Haiti, Hurricane Sandy, Hurricane Irma, and Hurricane Laura, to name a few. His ascension to senior management results from a tireless work ethic, attention to detail, and dedication to client service.

RECENT PROFESSIONAL EXPERIENCE

DIRECTOR OF DEBRIS OPERATIONS
MULTIPLE PROJECTS || 2005–PRESENT
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Cousins is integrally involved in the management of Rostan's day-to-day operations. Responsibilities include mobilization and logistics, staffing and payroll, resource management, senior technical support, program policy, HaulPass® deployment, and business and client development. Clients included:

HURRICANE MILTON [FEMA DR-4834-FL] 7 Clients	**HURRICANE HELENE [FEMA DR-4828-FL / DR-4830-GA]** 8 Florida Clients 8 Georgia Clients
PTC 8 [FEMA DR-4837-NC] Carolina Beach Kure Beach	**HURRICANE BERYL [FEMA DR-4798-TX]** 7 Clients
SEVERE STORMS [DR-4781-TX] City of Slidell West Feliciana Parish	**SEVERE STORMS/TORNADOES, LA** City of Slidell West Feliciana Parish
HURRICANE IDALIA [FEMA DR-4734-FL] Suwannee Valley Electric Co-op City of St. Pete Beach	
HURRICANE IAN [FEMA DR-4673-FL] City of North Port Village of Estero City of Sarasota Town of Windermere City of Pinellas Park City of St. Pete Beach	
HURRICANE IDA [FEMA DR-4611-LA] City of Slidell New Orleans City Park Plaquemines Parish Town of Lutcher City of Gretna Town of Pearl River St. James Parish Town of Gramercy	
TORNADO/SEVERE STORMS [FEMA DR-4630] Lyon County, KY	**CALIFORNIA WILDFIRES [FM-5400/5419]** Pacific Gas & Electric (Dixie and Fawn Fires)
HURRICANE NICHOLAS [Non-declared] Brazoria County, TX	**CALIFORNIA/OREGON WILDFIRES [FM-5365/5369]** PacifiCorp (Slater and Archie Creek Fires)
HURRICANE ZETA [FEMA DR-4577] West Feliciana Parish, LA	**HURRICANE DELTA [FEMA DR-4570]** New Orleans City Park, LA
HURRICANE LAURA [FEMA DR-4559] Cameron Parish, LA	**IOWA SEVERE STORMS (DERECHO [FEMA DR-4557]** 5 Municipalities
HURRICANE ISAIAS [FEMA DR-4568] Town of Carolina Beach, NC	**FLOODING [FEMA DR-4462]** West Feliciana Parish, LA
HURRICANE DORIAN [FEMA DR-4464] Charleston County, SC	**HURRICANE MICHAEL [FEMA DR-4399]** Liberty County, FL
2018–PRIOR 8 States – 39 Clients	

ADAM T. FERGUSON

ROSTAN

Policy / Legal

YEARS OF EXPERIENCE

20

EDUCATION

University of Miami School of Law, J.D., 2012

University of North Carolina at Wilmington, M.P.A., 2004

University of North Carolina at Wilmington, B.A., Psychology, 2002

LICENSES & CERTIFICATIONS

Member – Florida Bar #0100223

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS || MIAMI, FL 2018–PRESENT
SENIOR ADVISOR, DISASTER RECOVERY PROGRAMS POLICY/LEGAL

MONROE COUNTY, FL || FLORIDA 2017–2018
FLOODPLAIN MANAGER

WITT O'BRIEN ASSOCIATES WASHINGTON, DC || 2013–2017
HAZARD MITIGATION ADVISOR

FEDERAL EMERGENCY MANAGEMENT AGENCY ATLANTA, GA || 2005–2009
HAZARD MITIGATION PROGRAM SPECIALIST R IV

Mr. Ferguson serves as a Senior Advisor to all of Rostan's Disaster Recovery Program, with a specific focus on Policy Analysis, Appeals, and Hazard Mitigation. He has served prominent roles in FEMA Disaster Declarations dating from Hurricane Katrina in 2005 through to the 2023 Hurricane Season. He oversees and provides direct support with benefit-cost analysis, programmatic appeals, and complex regulatory compliance issues.

PROJECT AND PROGRAMS EXPERIENCE

STATE OF NEW JERSEY || 2022–PRESENT
LEAD BENEFIT-COST ANALYSIS DEVELOPER

Leads a highly specialized team of diverse professionals in providing state-level policy and technical support to local governments, utilities, and state agencies in identifying viable hazard mitigation projects and developing FEMA-compliant Benefit-Cost Analyses for FEMA's BRIC, HMGP, and FMA programs. This team also provides training to state and local officials and staff, as well as works with the State of New Jersey to rehabilitate and improve existing Benefit-Cost Analyses prepared by others.

LOUISIANA [MULTIPLE CLIENTS] || 2020–PRESENT
SENIOR HAZARD MITIGATION ADVISOR

Works with multiple Parishes, jurisdictions, and state agencies within Louisiana to secure FEMA HMA Program funding, specializing in Benefit-Cost Analysis, complex scope of work development, and problem. Provides as-needed programmatic, policy [appeals], and technical support regarding both 404 and 406 Mitigation projects. Coordinates the resolution of complex grant management issues, request for information responses, and scope/budget modifications.

FLORIDA [MULTIPLE CLIENTS] || 2017–PRESENT
SENIOR HAZARD MITIGATION ADVISOR

Following 2017 Hurricane Season, work with multiple applicants to FEMA's HMGP and 406 Mitigation programs to identify eligible activities, develop and document compliant applications, organize and construct Benefit-Cost Analyses, and coordinate with FEMA and State of Florida to secure federal funding. Provides as-needed programmatic and technical support regarding 406 Mitigation applicants on demonstrating cost-effectiveness and ensuring programmatic compliance.

STATE OF NEW JERSEY || 2013–2017
SENIOR HAZARD MITIGATION ADVISOR

Served as Senior Hazard Mitigation Advisor to the State of New Jersey's State Hazard Mitigation Office (SHMO) and staff for the HMGP following Hurricane Sandy. Responsible for training state staff, developing and conducting public briefings, providing quality control and oversight of contractor work product, and provide technical support for benefit-cost analysis and programmatic appeals.

CHRIS BELLAVIA

ROSTAN

Project Manager

YEARS OF EXPERIENCE
13

CERTIFICATIONS & TRAINING
CQM-C 784: Construction Quality Management
IS-100: Introduction to Incident Command System
IS-200 ICS: for Single Resource and Initial Action Incidents
IS-632: Introduction to Debris Operations
IS-634: Introduction to FEMA's Public Assistance Program
IS-700: National Incident Management System (NIMS)

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene Hurricane Beryl Potential Tropical Cyclone 8 Severe Storms, TX Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Hurricane Ida Hurricane Nicholas
2020	Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma
2016	Hurricane Matthew
2015	Flooding, SC Avian Flu Response, IA
2012	Hurricane Sandy

Mr. Bellavia has 13 years of experience specific to post-disaster recovery and federal funding programs. He was hired in 2012 following Hurricane Sandy to support debris removal monitoring operations for 12 clients in New Jersey. His Hurricane Sandy involvement lasted nearly two years and included ROW, private property, and waterborne debris removal. Since then, Mr. Bellavia has progressed to become one of Rostan's lead Senior Project Managers, managing several complex and important projects along the way. He has extensive experience in project management, logistics, planning and training, data collection and reporting, quality control, and staffing.

PROFESSIONAL EXPERIENCE

MULTIPLE PROJECTS || 2012–PRESENT

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Senior Project Manager during multiple FEMA-declared debris removal operations. Duties include hiring, training, and deploying local staff, vehicle and equipment certification, daily client coordination, debris removal monitoring, DMS monitoring, debris contractor invoice reconciliation, and FEMA reimbursement assistance. In addition, responsibilities include reporting, strict data quality control, maintenance, and preparing project closeout documentation. Recent clients include:

HURRICANE MILTON [FEMA DR-4834-FL] 7 Clients	**HURRICANE HELENE [FEMA DR-4828-FL / DR-4830-GA]** 8 Florida Clients 8 Georgia Clients
PTC 8 [FEMA DR-4837-NC] Carolina Beach Kure Beach	**HURRICANE BERYL [FEMA DR-4798-TX]** 7 Clients
SEVERE STORMS/TORNADOES, LA City of Slidell — West Feliciana Parish	
HURRICANE IDALIA [FEMA DR-4734-FL] Suwannee Valley Electric Cooperative — City of St. Pete Beach	
HURRICANE IAN [FEMA DR-4673-FL] Town of Windermere — City of North Port	
HURRICANE IDA [FEMA DR-4611-LA] City of Slidell — New Orleans City Park — City of Gretna — Town of Pearl River	
SEVERE STORMS [FEMA DR-4630-KY] Lyon County	**HURRICANE NICHOLAS [NON-DECLARED]** Brazoria County, TX
HURRICANE ZETA [FEMA DR-4577-LA] New Orleans City Park	**HURRICANE DELTA [FEMA DR-4570-LA]** West Feliciana Parish, LA
HURRICANE LAURA [FEMA DR-4559-LA] Cameron Parish	**SEVERE STORMS (DERECHO) [FEMA DR-4557-IA]** 5 Clients
HURRICANE ISAIAS [FEMA DR-4568-NC] Town of Carolina Beach, NC	
HURRICANE DORIAN [FEMA DR-4464-SC] Charleston County, SC	**HURRICANE MICHAEL [FEMA DR-4399-FL]** Liberty County, FL
HURRICANE FLORENCE [FEMA DR-4393-NC] City of Lumberton, NC — Town of Carolina Beach, NC	
HURRICANE MARIA [FEMA DR-4339-PR] USACE/ Xpert's Inc.– Puerto Rico Puerto Rico Department of Transportation and Public Works (DTOP)	

JHON HENAO

ROSTAN

Operations Manager

YEARS OF EXPERIENCE
8

CERTIFICATIONS & TRAINING
C++ Certification, 2000
UX–User Experience Design Certification, 2022

EDUCATION
Florida International University, B.A., Business Administration, Minor Marketing & Entrepreneurship, 2001

RECOVERY EVENTS	
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Hurricane Ida
2020	Severe Storms, IA
	Wildfires, CA/OR
2018	Hurricane Michael
2017	Hurricane Maria

Mr. Henao has been with Rostan Solutions since 2017. Originally hired as a field supervisor, he has served as operations and project manager on several Rostan projects in the past 8 years. Mr. Henao is extremely proficient in the use and deployment of HaulPass® and has led the deployment of the platform on many debris monitoring projects. Mr. Henao is an excellent personnel manager and thrives in managing daily operations and coordinating with contractors and clients. Mr. Henao's dual language (English/Spanish) skills are extremely beneficial when hiring and training local employees. Before his involvement in the disaster recovery industry, Mr. Henao worked in the international logistics and transportation industry.

RECENT PROFESSIONAL EXPERIENCE

SUWANNEE VALLEY, FL || HURRICANE IDALIA FEMA DR-4734 || 2023–2024

AUTOMATED DEBRIS MANAGEMENT SYSTEM

Served as Operations Manager for HaulPass® operations in support of the Suwannee Valley Electrical Coop. Mr. Henao helped oversee the tracking of over 71,000 hazardous tree and limb removals and over 800,000 CY of debris removal, including electrical components, spanning a 4-county area covering over 4,100 miles.

CITY OF NORTH PORT, FL || FEMA DR-4673 2022–2023

DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ian, Rostan was activated by the City of North Port to provide debris monitoring services. Mr. Henao, following the completion of his project in Windermere, was brought in to augment the supervision of the project, as Rostan had hired nearly 200 people to support the monitoring effort.

TOWN OF WINDERMERE, FL || FEMA DR-4673 2022

DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ian, Rostan's standby contract with the Town of Windermere was activated requiring immediate deployment to provide debris monitoring services in support of debris removal operations. Mr. Henao was the assigned Project Manager during Rostan's deployment, responsible for staffing, daily assignments, and reporting.

LIBERTY COUNTY, FL || FEMA DR-4399 || 2018

DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Michael, Rostan was contracted by Liberty County/ FDOT to monitor debris collection countywide. This project involved the hiring, training, and deployment of more than 100 local staff. Over 500,000 cubic yards of storm-generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed.

DENISE JANKAUSKAS

ROSTAN

Data Manager

YEARS OF EXPERIENCE
13
EDUCATION
BFA, The Cooper Union for the Advancement of Science & Art, 1995
SOFTWARE PROFICIENCIES
HaulPass® Adobe Creative Suite Microsoft Office Suite
CERTIFICATIONS & TRAINING
IS-100.c: Introduction to Incident Command System IS-0632.a: Introduction to Debris Operations

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Hurricane Ida Hurricane Nicholas
2020	Hurricane Zeta Hurricane Delta
2020	Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew
2015	Ice Storms, TN
2012	Hurricane Sandy

Ms. Jankauskas has 13 years of post-disaster experience, joining the Rostan team after the devastation sustained by Hurricane Sandy throughout New York and New Jersey. Prior to Rostan, she was a senior graphic designer at large publishing companies in New York City. She specializes in project data management and quality control, GIS, reporting, and leads Rostan's marketing production efforts. Ms. Jankauskas combines her strict attention to detail, design credentials, data management expertise to administer Rostan's data QC program and deliver integrity-driven deliverables with quality production value.

PROFESSIONAL EXPERIENCE

MULTIPLE PROJECTS || 2015 – PRESENT

DEBRIS MANAGEMENT, DATA MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Serving during multiple FEMA-declared debris removal operations. In addition to proposal development for select clients, responsibilities include gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, strict data quality control, maintenance and organization of digital files, and preparing closeout report documentation. Additional responsibilities for select clients include debris contractor invoice reconciliation, FEMA reimbursement assistance, debris removal monitoring, DMS monitoring, vehicle and equipment certification, staff scheduling, invoicing, organization and implementation of Flood Insurance Rate Maps, photo documentation, drainage mapping, as well as development of client progress reports and presentations. Clients include:

HURRICANE MILTON [FEMA DR-4834] 7 Florida Municipalities	
HURRICANE HELENE [FEMA DR-4828 / DR-4830] 8 Florida Municipalities / 7 Georgia Municipalities	
HURRICANE IDALIA [FEMA DR-4734-FL] Suwannee Valley Electric Cooperative City of St. Pete Beach	
HURRICANE IAN [FEMA DR-4673-FL] City of Sarasota Town of Windermere City of Pinellas Park Village of Estero City of North Port City of St. Pete Beach	
HURRICANE IDA [FEMA DR-4611-LA] City of Slidell New Orleans City Park Plaquemines Parish Town of Lutcher City of Gretna Town of Pearl River St. James Parish Town of Gramercy	
SEVERE STORMS [FEMA DR-4630] Lyon County, KY	**HURRICANE NICHOLAS [NON-DECLARED]** Brazoria County, TX
HURRICANE ZETA [FEMA DR-4577] New Orleans City Park, LA	**HURRICANE DELTA [FEMA DR-4570]** West Feliciana Parish, LA
HURRICANE LAURA [FEMA DR-4559-LA] Cameron Parish City of Westlake	**SEVERE STORMS (DERECHO) [FEMA DR-4557-IA]** 5 Municipalities
HURRICANE ISAIAS [FEMA DR-4568] Town of Carolina Beach, NC	**FLOODING [FEMA DR-4462]** West Feliciana Parish, LA
HURRICANE DORIAN [FEMA DR-4464] Charleston County, SC	**HURRICANE MICHAEL [FEMA DR-4399]** Liberty County, FL
HURRICANE MARIA [FEMA DR-4339] USACE/ Xpert's Inc. – Puerto Rico Puerto Rico Department of Transportation and Public Works (DTOP)	
HURRICANE IRMA [FEMA DR-4337/4346] 21 Municipalities	

JAMIE WELSH

ROSTAN

Grant and Program Management Consulting

YEARS OF EXPERIENCE
12

EDUCATION
BA, Political Science, Minor in English, Loyola University New Orleans, 2009

RECOVERY EVENTS	
2022	Hurricane Ian
2021	Hurricane Ida
2020	Hurricane Zeta
	Hurricane Delta
	Hurricane Sally
	Hurricane Laura
	Covid-19 (FEMA DR-4484)
2019	Hurricane Barry
	Flooding, LA
2017	Hurricane Harvey
	Hurricane Irma
	Tropical Storm Nate
2016	Flooding, LA
2012	Hurricane Isaac
2008	Hurricane Gustave
	Hurricane Ike
2005	Hurricane Rita
	Hurricane Katrina

Ms. Welsh offers extensive experience in Disaster Planning and Recovery. Her work with disaster-related projects began in 2008 during recovery assistance efforts in the wake of Hurricane Gustav and have since earned the designation as subject matter expert in the area of Public Assistance, with specific expertise in reimbursements, identifying and recovering project overpayments, procurement, financial reconciliation, and closeout. She is well-versed in FEMA codes and regulations, which allows her to carefully monitor and oversee all recovery program tasks to ensure maximum funding recovery and minimal funding de-obligation.

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS || BATON ROUGE, LA
2022–PRESENT
DIRECTOR OF GRANT MANAGEMENT

Currently serves as Director of the Grant Management group for Rostan Solutions, leading a team of 12 Client Managers and overseeing various disaster programs for over 50 clients across six states. Stay abreast of evolving grant regulations, guidelines, and policies, implementing proactive measures to mitigate risks; establish grant compliance processes to ensure adherence to all regulatory requirements; identify, research, and assess potential grant opportunities from diverse sources to support disaster recovery projects; collaborate with cross-functional teams to maintain program effectiveness; collaborate with clients, government agencies, project managers, client managers, and shareholders to ensure seamless integration of grant-funded projects; provide guidance, mentoring, and training to team members; develop accurate and detailed budgets for grant proposals, aligning financial projections with grantor expectations; monitor grant expenditures, collaborating closely with finance teams to maintain fiscal responsibility; represent the company in grant-related forums, enhancing visibility and positioning for future funding opportunities; participate in client board and council meetings to report on recovery.

ROSTAN SOLUTIONS || BATON ROUGE, LA || 2019–2022
PROGRAM MANAGER

Served as Program Manager under various disasters to Plaquemines Parish (LA), Plaquemines Parish Medical Center (LA), City of Diamondhead (MS), City of North Port (FL), City of Sulphur (LA), Concordia Parish Police Jury (LA), West Feliciana Parish Sheriff's Office (LA), and Lyon County Fiscal Court (KY). Responsibilities included providing policy guidance and program recommendations to clients; ensuring the meticulous preparation and submission of grant applications; formulating eligible projects and conducting thorough reviews to ascertain compliance and eligibility; facilitating the obligation of grant funds and monitored project progress to guarantee adherence to FEMA's stringent standards; delivering technical expertise in FEMA and client meetings; resolving program-related disputes; requesting and receiving reimbursement of expenditures timely; efficiently processing closeout; and staying current on policy updates, collectively contributing to the efficient and transparent implementation of the Public Assistance program.

JOSHUA BENNETT

ROSTAN

Grant and Program Management Consulting

YEARS OF EXPERIENCE

16

EDUCATION

Louisiana Technical College, Alexandria, LA, 2011

CERTIFICATIONS & SKILLS

Microsoft Word
Microsoft Excel
RS Means
FEMA CEF Training
OSHA 10
8-hr. HAZWOPER
HAZCOM
Confined Space & Trench Certification
Multiple FEMA IS Course Certifications

HIGHLIGTS

Corpus Christi Independent School District, TX
Gadsden County School District, FL
Quincy County School District, FL
Polk County School District, FL
West Feliciana Parish, LA
Early Education & Care, Inc., Panama City, FL
Diocese of St. Thomas in the Virgin Islands, USVI
Louisiana Department of Public Safety & Corrections
Department of Children and Families–Florida State Hospital
McNeese State University, LA
City of Sulphur, LA
Oakdale Housing Authority, LA
Louisiana Christian College–Pineville, LA
City of Westlake, LA
Beauregard Parish, LA
Community Action Program Committee, Inc., Pensacola, FL
St James Parish, LA
City of Shreveport, LA
Wilkinson County, MS

Mr. Bennett has 16 years of experience in the construction industry. Throughout this time Mr. Bennett has amassed skills in construction management, project management, inspection, labor relations, quality control, scheduling, supervising, building site supervision, blueprints, reporting, time management, punch lists, contracting, estimating, material costing, invoicing, renovations, OSHA, hazardous materials, HAZMAT, building codes, electrical codes, and environmental codes.

PROFESSIONAL EXPERIENCE

PROGRAM/PROJECT MANAGEMENT DIRECTOR LOUISIANA || 2019–PRESENT

Responsible for building analysis and damage assessments; repair and mitigation scoping assessments; bidding and cost estimating; DDD Development. Creating and finalizing CEF for large projects. Currently working on projects associated with the 2016 and 2019 Floods as well as Hurricanes Gustav, Ike, Irma, Maria, Harvey, Michael, Barry, Laura, Delta, Ida, and Ian.

PROJECT MANAGER || ALEXANDRIA, LA 2017–2019

Responsible for evaluating problematic systems or facilities and determining what installation or repair services need to be performed and preparing relevant reports. Oversaw and coordinated workers who maintained and repaired electrical, plumbing, ventilation, and other building systems for multiple companies owned by Rayford Enterprises, including Cabana Mobile Estates, West Lakes Estates, LLC, and the Rayford Building.

BLIGHT OPERATIONS MANAGER NEW ORLEANS, LA || 2009–2013

Performed debris removal, rough-cut, and finish-cut blighted property in coordination with FEMA post-Katrina operations. Responsible for maintenance and upkeep of equipment, manpower, and coordination/ execution of lawn care to potential blighted properties throughout Chalmette, LA. Responsible for maintaining and handing in documentation of completed work to management for submittal to FEMA.

DINA GROVES

ROSTAN

Grant and Program Management Consulting

Ms. Groves has 4 years of experience in the disaster recovery industry in private and public sector with expertise in cost analysis, analytics, and database creation. She has translated her previous experience with data collection/ analytics and management to the disaster recovery industry. Ms. Groves is very detail oriented and will ensure that the margin of error is little to none when reviewing documentation that needs to be sent to FEMA.

PROJECT AND PROGRAMS EXPERIENCE

ROSTAN SOLUTIONS || MULTIPLE LOCATIONS || 2021–PRESENT

Serves as Program Consultant responsible for organizing, summarizing, and presenting client damage documentation to FEMA. Facilitates data collection to establish proper, required documentation for reimbursements. Monitors claims and ensures eligible reimbursements are received. Prepares requests for reimbursements, quarterly reporting, benefit-cost analysis, and programmatic change requests. Clients include:

FLORDIA		
Babcock Ranch CISD	City of North Port	City of Pensacola
City of Pinellas Park	West Port CDD	Town of Windermere
LOUISIANA		
Beauregard Parish	City of Shreveport	City of Sulphur
City of Westlake	St. James Parish	Town of Gramercy
Town of Lutcher	Union General Hospital	West Feliciana Parish
MISSISSIPPI		
Panola Medical Center	Quitman Community Hospital	
TEXAS		
Statewide		
USVI		
Catholic Diocese of St. Thomas		
WISCONSIN		
Group Health Cooperative of South-Central Wisconsin		

YEARS OF EXPERIENCE
4

EDUCATION
B.S., University of Central Florida, 2008

CERTIFICATIONS & TRAINING
FEMA Damage Assessments Training

SKILLS
Microsoft Excel
Microsoft Word
Adobe Pro
Canva
Critical Thinking
Problem Resolution

SDVO ✓

ORIGINAL

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

RFP Release Date:	August 21, 2025
Non-Mandatory Pre-Conference:	September 4, 2025 at 11am CT
Written Questions Due:	September 11, 2025
Response to Questions:	September 18, 2025
Proposals Due:	September 25, 2025 at 2pm CT

City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

SA

TAB A: Representation and Certification

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[✓]
Letter of Interest	[✓]
RFB 25-11-PW (copy)	[✓]
Qualification and Experience Narrative (no more than 12 pages)	[✓]
Exhibit A – Certification of Authority (Corporate or Individual)	[✓]
Exhibit B – Proposer's Statement of Organization	[✓]
Exhibit C – Client References	[✓]
Exhibit D – Single Execution Affidavits	[✓]
Exhibit E – Independence Affidavit	[✓]
Exhibit F – Non-Collusion Affidavit	[✓]
Exhibit G – Drug Free Workplace	[✓]
Exhibit H – Certification of Accuracy of Proposal	[✓]
Exhibit I – Scrutinized Company Form	[✓]
Exhibit J – Public Entity Crimes Form	[✓]
Exhibit K – Dispute Disclosure	[✓]
Exhibit L – List of Sub-Contractors	[✓]
Exhibit M – E-Verify Affidavit	[✓]
Exhibit N – Proposer's Fee Schedule	[✓]
Exhibit O – Certification Regarding Lobbying	[✓]
Exhibit P – Super Circular Law and Appendices	[✓]
Proof of Workman's Compensation Insurance Documents	[✓]
Proof of Required Liability Insurance	[✓]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[✓]
Copy of State License (if required for job)	[✓]
Copy of City License (if business office is in Destin)	[✓]
Other documents as requested	[✓]

SH



SDVO Monitoring Services, LLC
534 Hwy 26 East
Poplarville, MS 39470
(601) 795-4389

October 2nd, 2025

City of Destin
Attn: Procurement Division
4200 Indian Bayou Trail
Destin, FL 32541

RE: Letter of Interest – RFP-25-11-PW Disaster Debris Monitoring Continuing Services Contract

Dear Selection Committee,

On behalf of **SDVO Monitoring, LLC**, we are pleased to submit this Letter of Interest for RFP-25-11-PW, Disaster Debris Monitoring Continuing Services Contract.

SDVO Monitoring is a **Service-Disabled Veteran-Owned small business** with a strong foundation built on decades of debris management and emergency response experience through our sister company, Holliday Construction, LLC. Our leadership team, including **Mr. Scott Holliday** and **Mr. Carley Davis**, brings extensive experience in disaster recovery operations, FEMA/MEMA compliance, and municipal debris monitoring services.

We are committed to supporting the City of Destin with:

- **Proven Experience:** Our team has successfully managed and removed debris operations across multiple counties and municipalities throughout the Gulf Coast, including hurricane and storm recovery efforts.
- **Qualified Personnel:** We provide trained debris monitors, supervisors, and administrative staff who understand FEMA 325 guidelines, documentation, and reporting requirements.
- **Operational Readiness:** With local resources and rapid deployment capabilities, SDVO Monitoring is positioned to respond quickly and effectively to support Destin's emergency preparedness and recovery needs.
- **Commitment to Compliance and Integrity:** We pride ourselves on accountability, transparent reporting, and ensuring full FEMA reimbursement eligibility for our clients.

We value the opportunity to partner with the City of Destin and will submit a complete proposal in accordance with the RFP requirements. Please feel free to contact us directly at (601) 795-4389 or via email at contracting@sdvomonitoring.com with any questions.

Thank you for your consideration.

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1 Dated 8/27/25
Addendum No. 2 Dated 9/11/25
Addendum No. 3 Dated 9/17/25
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: SDVO Monitoring Services, LLC
Authorized Representative's Name: Scott Holliday
Title: Member
Email: contracting@sdvomonitoring.com
Phone Number: 601-795-4389
Address: 534 hwy 26 East
Address: Poplarville MS. 39470
Authorized Signature: [signature]

SH

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

AUGUST 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The non-mandatory pre-bid meeting is scheduled for Thursday September 4, 2025, at 11am CT at 4200 Indian Bayou Trail Destin FL 32541. Section 1.11 incorrectly states that this meeting will take place on Friday September 4th.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Sarah P Holliday
Print Name

Signature

10/1/25
Date

1

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ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 11, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

1. Incumbent Contractor / History
Q: Who is the incumbent, and how long has the incumbent been providing the requested services?
A: This is the first time the City of Destin has issued a solicitation for disaster debris monitoring services. There is no incumbent provider and no prior contract history.

Q: When/what was the most recent event that precipitated the activation of the existing or previous contract?
A: More than ten years ago.

Q: Approximately how many cubic yards of debris were collected from the most recent event?
A: Unknown.

Q: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A: No incumbent existed; no contract history is available.

Q: How many times have the incumbent's services been utilized in the previous five years?
A: None – this is the City's first solicitation for these services.

Q: If there was a previous solicitation for these services, what was its title, number, release date, and due date?
A: There has been no prior solicitation.

Q: Why has this bid been released at this time?
A: The City is releasing this RFP proactively to ensure readiness for future storm or disaster events.

2. Submittal Requirements
Q: How many printed original/copies of our proposal package are required for submittal to the City by the deadline?
A: One (1) original and four (4) copies shall be submitted.

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Q: Are original ("wet-ink") signatures required?
A: Yes. The original proposal must include original (wet-ink) signatures and notarizations.

Q: RFP pg. 3 states: "The Bidder must initial at the bottom of each page of this RFP in the space provided." No spaces are visible—please clarify.
A: Bidders should simply add their initials manually at the bottom of each page (right or left corner) to satisfy this requirement.

Q: Must proposers include the entire RFP document in their proposal?
A: No. Per Section 3.5, proposers are not required to include Sections 1–5 of the RFP. Proposals should be organized per Tabs A–G and include required Exhibits.

Q: Which page is considered the "Cover Sheet"?
A: Page 1 of the RFP serves as the Cover Sheet and should be included as the first page of the proposal package.

3. Proposal Content & Format
Q: Section 3.5: Tab A requests a Statement of Financial Stability. What is required?
A: Provide recent audited financial statements. If unavailable, tax returns, balance sheets, or bank/bonding letters demonstrating financial capacity are acceptable.

Q: Section 3.5: Tab A references Exhibit B – Fee Schedule and Exhibit D – Transition Plan, but those Exhibits do not match. Please clarify.
A: The Fee Schedule is actually Exhibit **N**. Exhibit D contains Single Execution Affidavits. Proposers should submit Exhibit N for pricing and include any Transition Plan narrative under the appropriate tab.

Q: The Bid Checklist notes a 12-page limit for the Qualifications & Experience Narrative. Does this include resumes and references?
A: Yes. The 12-page limit applies to the entire Tab C section. If resumes would cause the section to exceed 12 pages, include them as an appendix (excluded from page count).

Q: Section 3.5 Tab C requests an Organizational Chart under both Section 2 and Section 3. Is it required twice?
A: Yes. Section 2's chart should show key personnel and project team members. Section 3's chart should show staffing deployment for event operations.

4. Scope & Technical Questions
Q: What is the total mileage of roads in the service area?
A: 69 miles.

Q: Are any specific professional credentials required?
A: No licenses are mandated, but proposers must demonstrate relevant experience and submit key staff resumes.

Q: Are there any superseding prior agreements that may impact this contract?
A: No.

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Q: How will bidder location or headquarters factor into award?
A: Location is not a scored factor. Proposals are evaluated on qualifications, past performance, methodology, resources, and price stability.

5. Pricing & Evaluation
Q: Exhibit N requires proposers to provide estimated hours. Will the City provide standardized hours for evaluation?
A: The City will consider issuing pre-populated estimated hours in a future addendum for consistent scoring.

Q: How should Items 2.8 (Emergency Management Planning & Training) and 2.9 (Public Assistance Consulting Services) be priced?
A: Price these items using the same hourly rate structure as other positions. Identify roles expected to perform the work and list hourly rates accordingly.

Q: May bidders deviate from the provided fee schedule format?
A: Unit pricing must be stated in the format provided. Bidders may add additional positions or services with their own pricing but must use the provided schedule as the base format.

6. Compliance & Legal
Q: Can proposers submit a redacted copy for public records requests?
A: Yes. Proposers may submit a redacted version citing applicable Florida law. The City will review and make final determinations before releasing any records.

Q: Exhibit A requests a Certificate of Authority for corporations or individuals. What is acceptable for LLCs?
A: A notarized Member or Manager Resolution, or certified excerpt from the Operating Agreement granting signature authority, is acceptable.
Q: What are the City's expectations for minority/women/disadvantaged business participation?
A: The City follows 2 C.F.R. §200.321 and encourages affirmative steps to include M/WBE and labor surplus firms when possible.

7. Contract Timing
Q: When is the anticipated contract start date and term?
A: The contract will begin upon City Council approval and Notice to Proceed. The initial term is three (3) years, with two (2) optional one-year renewals (maximum five years).

Q: When is the anticipated award date?
A: The award date will follow evaluation and City Council action as scheduled.

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

Sarah P Holliday
Print Name

Signature

10/1/25
Date

SH

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 17, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

NOTE1: Bonding Requirement – The City of Destin's intent in this regard is to ensure that the contractor selected to provide this service fulfills its obligations, especially since FEMA reimbursement depends on strict compliance.

NOTE2: Submission Date – the new submittal date for RFP 25-11-PW is October 2, 2025 by 2pm CT. No further extensions are expected.

NOTE3: See the answers to the additional questions received below.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

Q1: RFP pg. 6, item 1.14 – Terms of Engagement references an Attachment A – Contract. Can you please share that attachment with us for review?

A1: Attachment A: Contract is referenced in the RFP but is not included in the provided document. Proposers should request the City to provide Attachment A for review prior to submission if they wish to review the contractual terms in advance.

Q2: Will charges for the use of an ADMS (electronic load tickets, tablets, contractor IDs, etc.) be fully burdened in the proposed debris monitoring hourly rates, or may they be billed separately?

A2: Per Exhibit N: Proposal Fee Schedule, proposers must include in the hourly rate all costs, applicable overhead, and profit for each listed position. ADMS-related costs must therefore be incorporated into the hourly rates and not billed as a separate rate or charge.

Q3: May vendors price certain positions as $0 if those positions will not be utilized during a debris operation?

A3: Yes. The RFP does not prohibit $0 pricing for positions not utilized. Proposers may enter $0 for such positions but are encouraged to include an explanation in the proposal narrative to clarify why the position is not being used.

Q4: Will special costs associated with specialized programs (e.g., boat rental for waterway debris removal monitoring) be billable at cost without markup?

A4: The RFP does not explicitly address pass-through costs. Because the fee schedule is described as all-inclusive (including labor, equipment, overhead, and profit), any specialized costs should either be factored into hourly rates or clearly proposed as potential reimbursable expenses for City review.

Q5: Can the Load Ticket Data Entry Clerk position be removed from the rate schedule, since ADMS eliminates the need for paper ticketing processes?

A5: Exhibit N lists Load Ticket Data Entry Clerks (QA/QC) as a priced position. The RFP does not provide a mechanism to remove positions from the schedule. Proposers may enter $0 for this line item and include a narrative stating that ADMS technology eliminates the need for this position.

Q6: Can the City clarify the required order of proposal submission? The Bid Checklist lists items in one order, while Section 3.5 specifies a different tab order. Also, is there a required form for the Cover Sheet?

A6: The RFP does not explicitly state which order controls. Proposers are encouraged to follow the tab order specified in Section 3.5 for clarity, ensuring that all checklist items are still included. No specific Cover Sheet form is provided; proposers may prepare their own including the project name, proposer name, contact information, and date.

Q7: Will the City please provide Exhibit D: Transition Plan? The current Exhibit D is the Single Execution Affidavits.

A7: Exhibit D in the provided RFP is the Single Execution Affidavits. Include a proposer-prepared Transition Plan as part of your submission, even though Exhibit D is missing. You can create a section labeled "Transition Plan (Submitted in Lieu of Missing Exhibit D)" to clearly show that you have provided the requested material.
Your Transition Plan should cover:

- Mobilization Timeline – how quickly you can deploy staff and equipment after Notice to Proceed.
- Staff Onboarding & Training – how you will train monitors and supervisors, including ADMS use.
- System Setup – steps for configuring ADMS tablets, software, and communications with the City.
- Coordination with City & Debris Removal Contractor – meetings, reporting cadence, and contact points.
- Demobilization Process – how you will scale down operations after debris work is complete.

Q8: On page 14, the RFP asks for Exhibit B: Fee Schedule to be included in Tab A. The provided Proposal Fee Schedule is labeled Exhibit N. Please confirm Exhibit N is correct.

A8: Exhibit N is the correct Proposal Fee Schedule for pricing. The reference to Exhibit B is scrivener's error. Proposers should complete and submit Exhibit N under Tab A as instructed.

Q9: The Bid Checklist lists a Letter of Interest as a required item. Is there a specific form or template?

A9: No specific form is provided. Proposers should prepare the Letter of Interest on company letterhead summarizing their intent to submit a proposal, relevant experience, and commitment to meeting the RFP requirements.

END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

Sarah P Holliday
Print Name

Signature

10/1/25
Date

SH

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: SDVO Monitoring Services In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated 10/2/25 including Addenda numbered 1 through 3 inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$ 50.00	1	$ 50.00
Debris Site / Tower Monitors	$ 28.00	1	$ 28.00
Field Coordinators (Crew Monitors)	$ 35.00	1	$ 35.00
Project Manager	$ 100.00	1	$ 100.00
Operations Manager	$ 75.00	1	$ 75.00
FEMA Coordinator	$ 55.00	1	$ 55.00
Scheduler / Expeditors	$ 32.00	1	$ 32.00
GIS Analyst	$ 50.00	1	$ 50.00
Environmental Specialist	$ 32.00	1	$ 32.00
Project Inspector (Citizen Site Monitors)	$ 28.00	1	$ 28.00
Load Ticket Data Entry Clerks (QA /QC)	$ 28.00	1	$ 28.00
Billing / Invoice Analysts	$ 28.00	1	$ 28.00
Administrative Assistants	$ 22.00	1	$ 22.00
2.8 Emergency Management Planning & Training	$ 85.00	1	$ 85.00
2.9 Public Assistance Consulting Services	$ 85.00	1	$ 85.00
TOTAL			$ 733.00

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Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$ 45.00	1	$ 45.00

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
n/a	0	$ 0
n/a	0	$ 0
n/a	0	$ 0
n/a	0	$ 0
n/a	∅	$ ∅
n/a	∅	$ ∅
n/a	∅	$ ∅
n/a	∅	$ ∅
n/a	∅	$ ∅

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

SM

FNB
PICAYUNE
KILN POPLARVILLE WIGGINS

October 1, 2025

City Clerk of Destin FL
4200 Indian Bayou Trail
Destin, FL 32541

RE: SDVO Monitoring Services, LLC
534 HWY 26 East
Poplarville, MS 39470

To Whom It May Concern:

This letter is to verify that SDVO Monitoring Services, LLC has an open and active checking account with FNB Picayune Bank. The account is in good standing with the bank. If you need any additional information, please feel free to contact either myself or Sherry Passman at 601-795-0250.

Thank you,

Dawn R Ladner

Dawn R. Ladner
CSR & Loan Assistant
FNB Poplarville Branch
601-795-0250

Gallagher

Insurance | Risk Management | Consulting

16 Thompson Park
Hattiesburg, MS 39401
USA o

601.544.8703
www.ajg.com

October 1, 2025

Destin, FL, City Clerk
4200 Indian Bayou Trail
Destin, FL 32541

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that SDVO Monitoring Services, LLC is set up for bonding with West Bend Insurance Company.

Our company represents SDVO Monitoring Services, LLC, for all of their bonding needs and has found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their experience, we have considered single jobs of $5,000,000 with an aggregate program of $10,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Arthur J. Gallagher Risk Management Services, LLC, along with their agents and owners, assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David Fortenberry
Senior Vice President, Executive Risk Advisor

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of n/a

_____ a business existing under the laws of the State of _____ (the "Entity") held on _____ 20___, the following resolution was duly passed and adopted:

"RESOLVED, that, n/a as ___ _____of the Entity, be and is hereby authorized to execute this Proposal dated _____ 20___, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of n/a 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal) n/a

SH

EXHIBIT A - CERTIFICATE OF AUTHORITY

(if Individual)

I, Scott Holliday ("Affiant") being first duly sworn, deposes and says:

1. I am the Partner

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: SDVO Monitoring Services, LLC doing business as SDVO Contracting the Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal dated October 2nd, 2025 and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

Witness #1 Print Name: Savan Holiday

Witness #2 Print Name: Abbi Spears

Signed, sealed and delivered by:

Print Name: Scott Holliday

Title: Partner

ACKNOWLEDGMENT

State of ~~Florida~~ Mississippi
County of Pearl River

On this 1st day of October, 2025 before me the undersigned, personally appeared Scott Holliday whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

Ruthie Delvena Keller
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

CORPORATE RESOLUTION

OF SDVO Monitoring, LLC

WHEREAS, SDVO Monitoring, LLC (the "Company"), a Mississippi Limited Liability Company, desires to designate certain individuals with authority to sign documents and legally bind the Company; and

WHEREAS, the Members of the Company deem it advisable and in the best interest of the Company to authorize such authority.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. 1. Authority Granted. The Members hereby authorize Scott Holliday, Managing Member of SDVO Monitoring, LLC, to execute, deliver, and sign any and all documents, contracts, agreements, proposals, certifications, and other legal instruments on behalf of the Company, including but not limited to federal, state, and local government contracts, registrations, and filings.
2. 2. Binding Effect. All documents executed by Scott Holliday pursuant to this Resolution shall be valid and binding upon the Company as if executed by all Members.
3. 3. Ratification. All prior actions taken by Scott Holliday on behalf of the Company are hereby ratified and confirmed.
4. 4. Duration. This Resolution shall remain in full force and effect until revoked in writing by the Members of the Company.

Adopted this 1 day of April, 2025.

MEMBERS:

Carley Davis, Member

ACKNOWLEDGED & ACCEPTED:

Scott Holliday, Managing Member

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer: SDVO Monitoring Services, LLC

2. Principal Business Address, Phone and Email Address:
534 hwy 26 E
Poplarville MS 39470 contracting@sdvomonitoring.com
601-795-4389

3. Principal Contact Person(s):
Scott Holliday - 601-795-7403
Carley Davis - 769-926-8878

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
LLC - 2 members
   A. If a corporation, in what state incorporated: n/a
   B. Date Incorporated: 3/28/25
   C. Federal ID Number (EIN) 33-4277933
   D. If a joint Venture or Partnership, date of Agreement: n/a
   E. Name and address of all partners (state whether general or limited partnership): Scott - 572 Cowart holliday rd Poplarville MS.
   F. If other than a corporation or partnership describe, organization and name of principals. n/a
   > Carley Davis - 37 Dykes Rd. Poplarville MS

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer. - attached

Name	Title
Scott Holliday	Member
Carley Davis	Member

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 1

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	n/a		
B.			
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. n/a
   B.
   C.

SM

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: Bean River
   Municipal: _____

10. Have you ever failed to complete any work awarded to you?
    Yes _____ No ✓ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes _____ No ✓ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes _____ No ✓ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes _____ No ✓ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

17 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

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20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes __ **No** ✓ **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? ✓ Yes, _____ No

23. How soon after the award can you begin work? With in 12 hours Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
Contractors License, MS, AL, FL, TX

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. City's Website

Scott Holliday
Signature (Blue ink only)

Scott Holliday
Print Name

Member
Title

October 1st 2025
Date

STATE OF MS)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 1 day of October 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDVO Monitoring .
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

Ruthie Delvena Keller
SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller
PRINT, TYPE/STAMP NAME OF NOTARY

SN

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: MDOT
Reference Contact Name: Andy Waites
Contact Title: Survey Manager
Contact Telephone: 601-428-8434
Contact Email: awaites@mdot.ms.gov
Contract Start Date: 10/1/21 **Contract End Date:** 1/20/21

REFERENCE #2

Name of Company: Dungan Engineering (multiple projects)
Reference Contact Name: Les Dungan
Contact Title: Principle
Contact Telephone: 601-791-1037
Contact Email: les@dunganeng.com
Contract Start Date: 3/3/25 **Contract End Date:** Current

REFERENCE #3

Name of Company: Creel Brothers Inc.
Reference Contact Name: Scott Creel
Contact Title: Principle
Contact Telephone: 985-839-4372
Contact Email: Scottcreel@creelbrothers.com
Contract Start Date: 10/1/24 **Contract End Date:** 1/30/25

SN

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: Scott Holliday

For (Name of Proposing or Bidding Entity): SDVO Monitoring Services SH

Whose business address is: 534 hwy 26 E Poplarville MS 39470

And (if applicable) its Federal Employer Identification Number (FEIN) is: 33-4277933

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: n/a)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

SH

Proposer Initials

SH

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[✓] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

SH

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

Witness #1 Print Name: Sarah Holliday

Witness #2 Print Name: Ardi Spiers

Signed, sealed and delivered by:

Print Name: Scott Holliday

Title: Member

ACKNOWLEDGMENT

State of ~~Florida~~ MS

County of Pearl River

On this 1 day of October 20 25, before me the undersigned, personally appeared Scott Holliday whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Ruthie Delvena Keller

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

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Member of SDO Monitoring the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Signature (Blue ink only)

Scott Holliday

Print Name

Member

Title

10/1/25

Date

STATE OF MS)
COUNTY OF Pearl River)

The foregoing instrument was acknowledged before me this 1 day of October 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDS Monitoring.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

Ruthie Delvena Keller

SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Member of SDVO Monitoring proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Scott Holliday
Signature (Blue ink only)

Scott Holliday
Print Name

Member
Title

10/1/25
Date

STATE OF MS)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 1 day of Oct 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDVO Monitoring.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

Ruthie Delvena Keller
SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that SDR Monitoring does:

(Name of proposer,

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

SM

Signature (Blue ink only)

Scott Holliday
Print Name

Member
Title

10/1/25
Date

STATE OF MS)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 1 day of Oct, 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDVO Monitoring.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

Ruthie Delvena Keller
SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Member of SDVO Monitoring the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF MS)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 1 day of Oct 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDVO Monitoring
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER My Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

Ruthie Delvena Keller
SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Scott Holliday
Signature (Blue ink only)

Scott Holliday
Print Name

Member
Title

10/1/25
Date

STATE OF MS)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 1 day of Oct 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDO Maintenance.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

Ruthie Delvena Keller
SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller
PRINT, TYPE/STAMP NAME OF NOTARY

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EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid; Proposal or contract No. 25-11-PW

2. This sworn statement is submitted by: SDVO Monitoring
(name of entity submitting sworn statement)

whose business address is: 534 hwy 26 E
Poplarville MS 39470

Federal Identification Number (FEIN) is: 33-4277933
(if applicable)

Social Security Number: n/a

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Scott Holliday
(print name of individual signing this document)

and my relationship to the entity is: Member

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ✓ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. __The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

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3) ___The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

Scott Holliday
Print Name

Member
Title

10/1/25
Date

STATE OF MS)
COUNTY OF Pearl River)
The foregoing instrument was acknowledged before me this 1 day of Oct, 2025
by Scott Holliday as Member
(Name of person acknowledging) *(Title)*
for SDVO Mountaineer
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

Ruthie Delvena Keller
SIGNATURE OF NOTARY PUBLIC

Ruthie Delvena Keller
PRINT, TYPE/STAMP NAME OF NOTARY

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID# 101540
RUTHIE DELVENA KELLER
Commission Expires
Aug. 22, 2029
PEARL RIVER COUNTY

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EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ✓

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ✓

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: SDM Monitoring

Authorized Signature: _____

Print or Type Name: Scott Holliday

Title: Member

Date: 10/1/25

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EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	n/a		

Firm: SDVO Monitoring

Authorized Signature: [signature]

Print or Type Name: Scott Holliday

Title: Member

Date: 10/1/25

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

Witness #1 Print Name: Saran Holliday

Witness #2 Print Name: Abbi Spears

Signed, sealed and delivered by:

Print Name: Scott Holliday

Title: Member

Entity Name: SDVO Monitoring

ACKNOWLEDGMENT

State of ~~Florida~~ Mississippi

County of Pearl River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of October, 2025, by Scott Holliday (name of person) as Member (type of authority) for SDVO Monitoring (name of party on behalf of whom instrument is executed).

Ruthie Delvena Keller

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

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 101540 RUTHIE DELVENA KELLER My Commission Expires Aug. 22, 2029 PEARL RIVER COUNTY

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: SDRO Monitoring Services, LLC

Proposer's Name: Scott Holliday

Proposer's Email: contracting@sdromonitoring.com

Proposer's Title: Member

Company Address: 534 hwy 26 East, Poplarville, MS 39470

Proposer's Signature: Scott Holliday

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EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[X] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, SDRO Monitoring, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Scott Holliday | Member

Name and Title of Sub-Recipient/subcontractor's Authorized Official

10/1/25

Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

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organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

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responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a)All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

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(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

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Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

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or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

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Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25.000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

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C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"
10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
11. Additional FEMA Requirements.

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a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
SDVO Monitoring Services, LLC

2 Business name/disregarded entity name, if different from above.
SDVO Contracting

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
534 hwy 26 East

Requester's name and address (optional)

6 City, state, and ZIP code
Poplarville, MS 39470

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
33 - 4277933

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 10/1/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAB B: Executive Summary



Proposal for Disaster Debris Monitoring Continuing Services

RFP-25-11-PW

Submitted To:

City of Destin, Florida

4200 Indian Bayou Trail

Destin Fl, 32541

Submitted By:

SDVO Monitoring, LLC

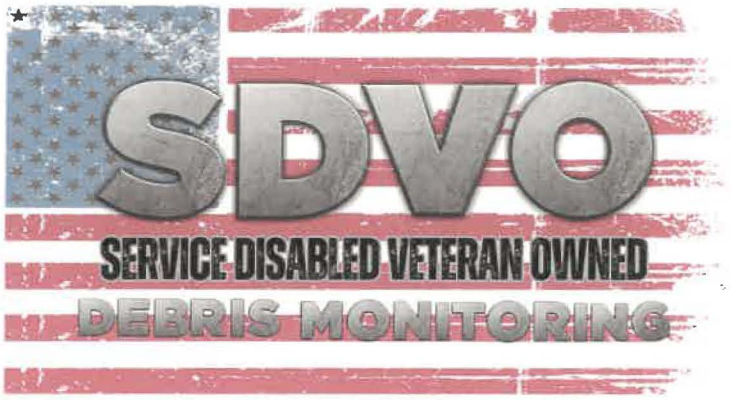
534 Hwy 26 East

Poplarville, MS 39470

Phone: 601-795-4389

Email: contracting@sdvomonitoring.com

BID DUE: October 2nd, 2025, 2:00 PM



Executive Summary

SDVO Monitoring LLC is pleased to submit this proposal in response to RFP-25-11-PW Disaster Debris Monitoring Continuing Services Contract for the City of Destin, Florida. With decades of combined experience in debris removal, disaster recovery, and monitoring services, we bring a proven record of performance, compliance, and reliability in the aftermath of federally declared disasters.

Our leadership team, comprised of Mr. Scott Holliday and Mr. Carley Davis, has successfully delivered debris management and monitoring services across multiple states, ensuring FEMA/MEMA compliance and providing local governments with the expertise required to navigate complex federal regulations. This experience uniquely qualifies us to assist the City of Destin in meeting its objectives for safety, efficiency, and accountability during emergency debris operations.

We recognize the critical importance of transparent reporting, efficient mobilization, and comprehensive oversight in the wake of natural disasters. Our company employs trained debris monitors, advanced field data collection tools, and streamlined communication protocols to ensure accurate load ticketing, verification, and compliance with FEMA reimbursement requirements.

We believe we are the best-qualified proposer for this contract because:
- Proven Disaster Experience – Decades of firsthand expertise with FEMA disaster response, including Hurricane Katrina, Hurricane Ida, and other major events.
- Local Knowledge – Strategically positioned in Poplarville, MS, for rapid deployment to Destin and surrounding communities.
- Veteran-Owned & Qualified – As a Service-Disabled Veteran-Owned (SDVO) firm, we uphold integrity and accountability.
- Scalable Workforce – Trained monitors ready to mobilize within hours with capacity to meet large-scale or smaller events.

Through this proposal, SDVO Monitoring affirms its readiness to support the City of Destin with exceptional monitoring services, financial accountability, and proven disaster recovery expertise.

4. Deliverables, Tasks, Activities

As outlined in the RFP's Scope of Services, SDVO Monitoring will provide:

- Pre-Event Planning – Participate in City coordination meetings, maintain readiness of staff and equipment.
- Field Monitoring – Provide certified debris monitors at collection points, haul routes, DMS sites, and final disposal facilities.
- Ticketing & Documentation – Issue, verify, and collect load tickets in compliance with FEMA regulations.
- Quality Assurance & Reporting – Daily monitoring reports, load counts, and data submission to City staff.
- Contract Compliance – Maintain adherence to City, State, and Federal requirements.
- Post-Event Closeout – Provide final reconciliation, audit support, and after-action reports.

5. Exceptions to the RFP

At this time, SDVO Monitoring, LLC does not take exception to any requirements of this RFP. We acknowledge and accept the terms and conditions in full.

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TAB C: Qualifications and Experience

SDVO MONITORING SERVICES, LLC

Holliday Construction, LLC and its expansion into the debris monitoring sector through the formation of a new company, **SDVO Monitoring, LLC**.

Holliday Construction has proudly served the Gulf Coast and surrounding regions since 1996, specializing in disaster recovery and debris clean-up operations. With nearly three decades of experience, our team has played a critical role in responding to numerous natural disasters including hurricanes, floods, ice storms, and tornadoes. We have developed a reputation for dependability, professionalism, and results in the debris management industry.

Through this extensive experience, we have gained a comprehensive understanding of the entire debris removal process—from mobilization and field operations to compliance documentation and closeout. This expertise has highlighted the essential role of accurate and accountable debris monitoring in ensuring project success and FEMA compliance.

In 2025, we established **SDVO Monitoring, LLC** as a strategic sister company to Holliday Construction. SDVO Monitoring was created to serve the monitoring side of disaster recovery efforts, providing local governments and agencies with experienced, compliant, and efficient monitoring services. Backed by Holliday Construction's operational know-how and decades of industry insight, SDVO Monitoring is uniquely positioned to deliver the highest standard of service in the field.

With Holliday Construction's background in debris clean up and management it sets up SDVO Monitoring, LLC with the best knowledge and working background going forward with the monitoring side of debris work.

KEY PERSONNEL

COMPANY OFFICERS

Scott Holliday
Owner Operator

Carley Davis
Owner Operator

KEY PERSONNEL

Scott Holliday, Owner, and Chief Operating Officer. Scott has managed and estimated construction projects since 1992. He is experienced at every level of the Construction Industry from equipment operator, truck driver, superintendent, estimator, project management, contract proposals, blueprint interpretation, etc. Scott has the knowledge and experience to direct all facets of the proposed work. Mr. Holliday or his appointed representative(s) will attend all relative meetings as required to meet the scope and intent of the contract. Mr. Holliday has worked in the construction industry in some capacity for over 30 years, from site work on small individual lots to major commercial properties covering 15 to 20 acres. He has been involved in demolition projects in the $4,000,000.00 range. After Hurricane Ivan that hit South Florida; Mr. Holliday managed a contract setting up approximately 1300 mobile homes – most 65" long, for displaced citizens. At the same time, he also acted as Project Manager on 13 USDA contracts, clearing debris from canals. After Katrina, while working for MDOT and with Huey Stockstill, Inc., Holliday Construction moved two million cubic yards of debris. Contract records and invoicing were maintained in an excellent manner resulting in a 100% payout by FEMA on all invoiced items. He has worked as an estimator, project manager and owner for the last 15 years. Having started at the bottom and learning every facet of the industry, Scott has been active in the construction industry since his high school days. He oversaw six major subcontractors with hundreds of employees during the clean-up of Pearl River County, the City of Poplarville, and Mississippi Department of Transportation after Hurricane Katrina. He holds Pilot licenses for both fixed winged and Helicopter.

Carley Davis, Carley Davis is a seasoned leader and service-disabled veteran with a distinguished background in operations management, tactical planning, and team leadership. With over two decades of experience, including service as a Master Sergeant in the United States Army, Carley has demonstrated exceptional abilities in crisis management, resource allocation, contract negotiation, and hazard identification. As the CEO of multiple organizations, including Elite Contracting and Solace Hospice, and the owner of SDVO Debris Monitoring Services, he has successfully overseen complex projects, managed multi-million-dollar inventories, and maintained compliance with local, state, and federal regulations. His skill set includes logistics and inventory management, risk assessment, personnel training, and environmental hazard reduction. Known for his effective communication, strategic oversight, and commitment to safety, Carley continues to bring innovative solutions and strong leadership to every endeavor he undertakes.

John P. Lee
Senior Project Manager
John Lee heads up our Construction Operations Division and acts as Comptroller for the Disaster Recovery Operations Division. He is involved with the operation 100% daily. He acts as a supervisor for our Disaster Recovery Operations Division. Project Superintendent. John has been with Holliday since our inception and can be relied upon to carry out any mission assigned, with expertise and full ownership. He is hard-working and has been an asset to each team assignment. John has been assigned to various contracts, such as Stennis Space Center, Texas Department of Transportation, and a multitude of Emergency Debris Removal Contracts. He is highly skilled at leading multiple teams effectively, and client relations. John holds a certification in Storm Water Management and has served as shop foreman, estimator, crew leader, and equipment operator for Holliday Construction. Through our past work experience throughout the South, we have developed several qualified people to assist John in managing his team. This team can be mobilized to your needs with a 12hr notice. He currently serves as the companies to go man in estimating, project manager and company manager.

Ivan Holliday, Junior Project Manager/Transport Coordinator. Ivan will be the report to person for all subcontractors and City/ County representatives and inspectors. Ivan will manage all personnel and activities, as well as miscellaneous activities. Ivan serves as key field manager on day-to-day construction jobs. Ivan was born into the Disaster Recovery business when he was just a young kid during Hurricane Katrina handling a position in the recovery process. Transportation Manager. Ivan is additionally experienced transportation coordinator who is the trucking superintendent for Holliday Construction. Ivan will ensure all transportation requirements meet all DOT regulations and licensing requirements. He has 10 years' experience in the Trucking industry/15 years' experience with Holliday Construction. Ivan is an expert on all MDOT trucking safety requirements pertaining to wide load operations. He is well known in the trucking industry within the contract region and can be counted on to handle all transportation requirements in a safe/professional manner.

Clyde McClendon, Superintendent. Clyde has worked for Holliday since 2003 and has 34 years' experience with heavy equipment. Clyde has overseen solid waste landfill construction projects starting in 1995, when he went to work for Central Landfill, whose owner at that time was Tommy Whitfield (deceased). In 1996, Trans America Waste purchased Central Landfill, and Clyde stayed on as their Operational Manager, reporting to Ed Fox (who is now Manager of River Birch). In 1997, US Waste purchased Central Landfill from Trans America, who then merged with Waste Management. Clyde worked as Operational Manager until 2001, when he was promoted to Manager, a position he held until 2003, when he came to work for Holliday Construction. During his tenure with these firms, he oversaw the construction of the solid waste landfill cells.

Bradley Holsten, Project Manager. Provides regularly scheduled Safety meetings and any related documents pertaining to safety plan/meeting record keeping. Bradley's duties also include spot checks of worker activities to verify adherence to the published safety handbook and all associated safety regulations relative to the requirements of the contract. Bradley has been managing our continuing contracts at Stennis Space Center for the past six years and brings a broad range of experience to the company.

Ms. Ruthie Keller, Accounting/Payroll administrators and ensure complete accountability of all payables and receivables per Holliday Construction Policy and Procedures. Ms. Ruthie Keller handles billing, invoicing, and payroll and oversees all accounting procedures and record keeping. Ms. Ruthie has been an employee for Holliday Construction for nearing 15 years.

Hiram Smith, Documentation and Recovery Supervisor/ Safety Manager. Hiram is responsible for gathering and recording all required data. He is a graduate of University of Mississippi School of Law (J.D.), University of Southern Mississippi (BS in Business), Nichols State University (Petroleum Technology, Pearl River Community College, and Poplarville High School. Hiram has over 10 years' experience in multiple facets of the construction industry, utilizing organizational skills to improve quality and efficiency. The goal is to enhance access to information and provide continuity of services. Hiram is currently working in this capacity for Holliday Construction in Chambers County, TX, on Hurricane Ike-related work. Being a multi-disciplined individual, Hiram is comfortable and highly qualified at supervising his office staff, debris removal crews, or trouble-shooting equipment issues. Hiram is one of our most qualified and dedicated team members.

Abbigayle Holliday & Sarah Holliday, Contract Administration

HOME LIFE AND COMMUNITY INVOLVEMENT

Home Life - Several of Holliday's Company Officers and Key Personnel are owner/operators of farms and ranches where they raise and breed horses, cattle, goats, and other livestock. Along with their families, they participate in 4H and roping competitions across the south. Holliday Construction is locally, and family operated.

Community - We are actively involved with our local government and communities.

Holliday Construction, LLC leases a 6,000 square foot building and secured storage yard for generators and equipment to the Pearl River County EOC. This building and yard are located within the compound at our company headquarters.

MOBILIZATION & OPERATION PLAN
ZETA TORNADO TECHNICAL PLAN

Holliday Construction will establish a project office in or very near the hurricane damage track. This will be a construction office trailer, set up within 24 hours, and additional office units will be brought on line if needed. Holliday Construction will mobilize its own equipment and men from Poplarville. It will simultaneously begin the process of hiring local subcontractors with disaster hauling experience, or with demonstrative capacity to haul a sufficient quantity of debris daily. Other local workers will be employed as flagmen, laborers, clerical and staff as needed. Holliday Construction will also hire experienced debris haulers out of state, especially those with established experience working for Holliday Construction on prior disaster projects.

DBE Participation:

Holliday Construction will hire on as many local and DBE companies as is feasible, just as it always does.

Cubic Yards Production Per Cycle, Per Day

Among Holliday's own equipment are two self-loaders (200 CY capacity), dump trailers (300 CY capacity), and push out trailers (200 CY capacity) providing a capacity of approximately 750 CY per load cycle. At an average of five cycles per day, Holliday Construction equipment immediately available from Poplarville is expected to pick-up and haul approximately 3000 cubic yards per day.

In addition we own front end loaders, excavators, skid steer machines, bulldozers and assorted tools and equipment that are available to go to work immediately. With the addition of local crews, we can ramp up to multiples of 3,000 CY per day.

Holliday Construction will divide the damaged area into sub sections and appoint a company superintendent to each area. These superintendents will be responsible for direction the hauling crews working in their respective areas. Among their responsibilities will be:

1. Ensure crews work their equipment in a safe manner.
2. Ensure crews mesh with the monitoring company representative assigned to them.
3. Ensure no energized power lines are in the work zone.
4. If energized power lines are discovered, to communicate the information according to the protocol established with the city, the monitoring company, and Holliday Construction.
5. Be responsible for keeping open lines of communication with the residents in the sector being worked. Holliday Construction's policy is to resolve any resident issue immediately.
6. Ensure each debris hauling crew understands and adheres to all requirements of safety, debris eligibility, and protection of private and public property.

It is Holliday Construction's policy that each street is cleaned as completely as practical before moving on to another street. Contractors "jumping" from big pile to big pile, leaving smaller piles behind will not be permitted.

It is Holliday Construction's policy that all drivers verify that all trailer tail gates are completely secured, and that no limbs protrude from the trailer.

Holliday Construction will provide daily reports as required, attend all meetings as required. All injuries or incidents will be documented and reported.

Note: Due to the limited time available to prepare this proposal for submission, the Following Debris Management and Response Plan is provided to demonstrate Holliday Construction's knowledge and expertise in performing disaster recovery projects. This is the plan we use for pre-position disaster contracts. It is important to us to communicate our understanding of managing the various phases and aspects of disaster projects including the different passes conducted along the Right-of-Way, Personal-Property-Debris-Removal as a result of Right-of-Entry programs, Hazardous Stumps,

Hazardous Trees and Limbs, Household Hazardous Waste, and the demolition of structures, including those with Regulated Asbestos Containing Material.

Holliday Construction is an established construction company that is poised to mobilize within 12 hours of notice. When a storm approaches the area where Holliday Construction will be needed, we start mobilizing to that area 48 hours prior to predicted landfall. We work diligently to stage many pieces of equipment and personnel within close proximity of the coast line assuring immediate response within hours of the storm passing. Once in the contracted area, Holliday Construction will start immediate work clearing roadways, setting up our mobile command units and housing units for a centrally located command post.

Debris Management and Response Plan:

Immediately, previously identified temporary disposal and reduction sites will be activated and managed, each according to the same plan, regardless of the type of disaster event. These can include parcels of land purchased or leased in an area near and accessible to the damaged area, or parcels provided by the municipality. Once the site is procured and approved by local governing authorities, the Holliday Construction will clear the property, build all-weather roads for ingress and egress, erect monitoring towers at each entrance and exit location, and provide dust control along roads (especially around the monitoring towers).

Once debris starts being delivered, Holliday Construction will be responsible for segregating the different types of debris, vegetative, construction, white goods, and electronic. Hazardous materials, such as shingles, asbestos, and treated lumber will be picked up and hauled separately to a licensed landfill.

Reduction of debris, by grinding or burning, will begin as soon as feasible or enough debris is collected to start. If burning is approved by the governing authorities, Holliday Construction will provide fire watchmen 24 hours per day. After all debris is collected, Holliday Construction will move all debris residue to a final disposal site and rehabilitate the temporary site.

Response needs can vary, depending on the type of contract - pre-disaster event or post-disaster event. The pre-event response plan is developed and agreed to by Holliday Construction and governing authorities prior to an event. The following is a typical plan.

Typical Pre-Event Debris Management and Response Plan

Field Operations:

Holliday Construction will perform these services to the satisfaction of the City's personnel or its designated representative(s):

1. After a contract has been signed, Holliday Construction's management team will request a meeting with the proper Representative and Emergency Management officials for the purpose of coordinating a plan of action in the event of a disaster. At this meeting Holliday Construction will request a briefing on all EOC plans and what exactly you expect of your debris contractor. We would want to gather the following information at this time:
    a. Hospital Locations
    b. City / County government facilities
    c. Water wells/tanks
    d. Storm Shelters
    e. Power Company sub-stations
    f. Fuel suppliers
    g. Dialysis Clinics
    h. EOC dispensing locations for Ice, Water and Food
    i. Any other locations deemed a priority location to the EOC, or other officials
    j. Locate possible temporary dump sites

Holliday Construction's management team will work closely with City officials to develop a plan for responding to any

disaster in a timely manner. Our team will be in The City / County prior to any storm making landfall. The lead time will be determined by the certainty of a storm hit and consultation with The City / County officials. The first step is to develop a plan for the initial storm recovery work, including what is commonly called "initial push-out" or emergency road clearance. This phase is to simply clear the streets and roads to allow emergency or necessary traffic to have access to priority locations or respond to emergencies. The work done during this initial push-out will be billed by the hour per the attached schedule. During this push-out phase, usually the first 72 hours after the storm passes, Holliday Construction will have an opportunity to evaluate the local crews and determine if additional crews will be needed for the remaining cleanup. We have a pool of more than 100 experienced debris hauling subcontractors ready to move into the zone within 48 to 72 hours, if needed to augment local crews. The number of crews will depend on the severity of the storm, and will typically consist of rubber tired equipment such as rubber tired loaders, skid steers and rubber tired backhoes all equipped with grapple devices including the sufficient amount of operators, chainsaw men and laborers etc.

Emergency road clearance will be accomplished with all qualified local subcontractors who have entered into "intent to perform" agreements with Holliday Construction. In addition to local contractor participation, Holliday Construction will either bring in its own equipment or lease equipment from dealers in the area, thereby avoiding any evacuating traffic situations. Holliday Construction will bring operators and laborers to the zone before the storm makes landfall.

2. After initial "push-out", Holliday Construction will provide labor, equipment, and materials necessary to perform the "first pass" and all subsequent passes directed by the City. "First Pass" is defined as removing all debris on the affected roadways and within the right-of-ways as directed and authorized by the City and/or its designated representative. The work associated with "first pass" and subsequent passes, includes but is not limited to, cutting fallen vegetative debris, picking up and loading vegetative and construction & demolition (C&D) debris, and hauling materials to a Temporary Debris Staging and Reduction Site (DMS). Once road priorities are established by the City or its representative, crews will complete entire sectors and/or corridors prior to moving on to other areas. No assigned streets will be bypassed based on quantity of debris alone.
3. Second and Third Passes – The work associated with the second and subsequent passes includes, but is not limited to, loading vegetative, construction and demolition (C&D) debris and hauling to DMS, or to final disposal sites as directed by City representatives.
4. **Right-of-Entry:** Removal of debris from private properties must have prior approval of FEMA representatives and directed by city representatives. Holliday Construction will adhere to all federal regulations regarding eligibility of debris to ensure full reimbursement of costs to the city. The same precaution will be taken on private property as on public property to limit damages to a minimum.
5. Holliday Construction will inspect all temporary debris staging and reductions sites (DMS) and develop a plan for the preparation and maintenance of DMS including all roads for ingress and egress, along with interior roads. These roads will be monitored for dust and road bed conditions, and will be maintained to a degree that will allow all traffic to move safely and freely. Inspection towers will be erected at all ingress and egress locations large enough to accommodate three (3) people, comfortably.
6. Holliday Construction will abate any hazardous waste as identified and directed by the city in accordance with all applicable federal, state, and local laws, standards, and regulations.
7. **Demolition of Structures:** Holliday Construction will demolish, haul, and legally dispose of all hazardous or condemned structures as directed by the City while strictly adhering to all federal, state, and local regulations. We will work hand in hand with the monitoring company, adhering to all Environmental, Safety, State and FEMA regulations and policies for demolition of structures. We understand the process of identifying legal owners, structural assessment, asbestos assessment, capping wells and septic tanks, decommissioning of utilities, use of asbestos abatement contractors, maintenance of the hot zone, air monitoring, etc.
8. DMS sites will have all debris removed, including reduced debris and/or ash residue in accordance with all applicable federal, state, and local laws, standards, and regulations. These sites will be left in better conditions than prior to being used as debris sites.

9. Holliday Construction will collect, haul, and legally dispose of all white goods encountered on the work areas, or as directed by City representatives in accordance with federal, state, and local laws. All Freon and other refrigerants will be legally removed and captured in accordance with all applicable regulations.
10. Holliday Construction will provide labor, equipment and materials necessary to remove/extract all hazardous stumps authorized by the City / County and/or its designated representative. Stump removal operations shall be in accordance with FHWA and FEMA guidelines.
11. Provide traffic control, to include off-duty law enforcement as needed.
12. Comply with the City instructions regarding restrictions of work hours (school zones, peak hours, residential zones).
13. Coordinate with utility companies, as required, to permit safe removal of debris.
14. Provide a means for the City and/or its representative to measure and certify all trucks. It will be the responsibility of Holliday Construction to ensure all DMS's be equipped with at least one tower at each ingress/egress point from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the DMS.
15. Remove leaning trees and hanging limbs >2" only when directed by the City or their representatives. Leaner and hanger removal operations shall be in accordance with FHWA and FEMA guidelines. Damaged trees and exposed roots are to be removed to ground level, unless stump extraction is authorized by the City or its representative.
16. Provide hot spot crews to respond to hazardous debris conditions the same day as directed by the City or its representative.
17. Ensure all contractor and subcontractor personnel have and utilize protective safety gear in accordance with OSHA and/or FEMA requirements and company safety policies - whichever policy is more stringent.
18. Sand, mud or dirt contaminated with any hazardous waste will be left for the hazardous materials contractor.
19. No private or outside debris removal work unrelated to the City debris removal operation will be conducted unless the contractor receives a request in writing from the City to do so.
20. All trucks must have the capability of being mechanically off-loaded or dumped by its own power.
21. Attend weekly status/planning meetings with the City, or as directed by the City.
22. Regarding Document and Recovery Process: Mr. Kevin Kasperbauer will be available as consultant to assist The City / County with training of employees and review of documentation prior to submittal to FEMA as it pertains to preparation of FEMA and State reports for any potential reimbursements. Mr. Kasperbauer has extensive past experience working with FEMA.

Immediate Staffing Plans:

The key personnel positions have been identified and are either currently employed by Holliday Construction or have entered intent to perform agreements with Holliday Construction. In order to ensure adequate staffing for meeting the future contract requirement, a staffing plan has been created. The primary contact and Project Director will be Scott Holliday, Cell: 601 795-7403, Office: 601 795-4389. Email: scott@hollidaycontract.com.

1. *Locating/Identifying:* Holliday Construction will immediately assign a project manager to initiate a strategy for locating qualified individuals and subcontractors in The City / County vicinity to fill any future contract requirements. Our approach is to utilize as many local residents as possible, thereby helping people who have lost their jobs due to the storm/disaster.
2. *Interviewing/Hiring:* Interviews will be conducted by an experienced Holliday Construction Supervisor, and the best-qualified applicants will be hired.
3. *Training:* Each employee will receive training to become familiar with contract requirements. The training will cover basic areas, such as safety, quality assurance, process, contract work performance criteria, and technical training.
4. *Back-Up Plan:* If for any reason, Holliday Construction determines that the available City / County vicinity work force is not sufficient to accomplish our (Holliday Construction/The City / County) goals, then Holliday Construction

will have the necessary equipment placed and required personnel deployed to the zone before the storm hits so that the recovery work can begin as soon as it is safe to leave the shelters.

Proposal Understanding

Our understanding of this RFP is that the leaders of The City want to enter into a contract with a Contractor to assist in debris removal in support of emergency operations, should the City sustain damage from a disaster.

This Contractor would be tasked with removing all eligible storm generated debris from all eligible roads and ROW's within the City boundaries. The debris would be any debris deposited on public property or public road right-of-ways (ROW) as a direct result of a declared event, presenting a health or safety hazard to the public and be the responsibility of the City. No work will be done on private property without being specifically tasked by the Contracting Officer. Eligible debris consists of vegetative debris, woody debris, damaged trees, construction and demolition debris (C&D) and household debris.

The Contractor shall provide all equipment, operators and laborers for debris removal operations within the boundaries of the City, including municipal streets, but excluding all State and Federal roads. The removal operation includes, but is not limited to, the segregation, removal, hauling, disposal, and hazardous limb, tree, and stump removal from public property at the direction of the COR in a written task order along with approved documentation for right-of-way (ROW) entry from property owners.

Prior to beginning any work requested from this contract, the Contractor along with a representative of the City will inspect and provide to The City / County photographic and/or video documentation of the current conditions of all roadways, sidewalks, and all structures to remain in the debris removal areas. In addition, roadways along the haul routes shall also be documented.

Work shall include examining and sorting debris to determine eligibility for burning/chipping of vegetative or non-burnable C&D debris.

Once a Debris Management site is identified, secured, and permitted by the City, Holliday Construction will be responsible for management, including providing all-weather road access with dust prevention. Contractor will also be responsible for providing fire prevention measures, along with site security, while managing the volume of debris in an orderly and safe manner, keeping chip piles below 15' in height. At all egress and ingress to the DMS, an inspection tower will be erected complying with specifications in Paragraph 6.6 of the SOW. When all work is completed, Holliday Construction will return the DMS to pre-disaster conditions.

If tasked, Holliday Construction will negotiate with the City to provide all supervision, labor, tools, and equipment necessary to cut and toss, load, haul, chip in place, and dispose of eligible storm-related debris in maintained drain ways of the City and participating municipalities right-of-ways (ROW). Task requirements and pricing may be negotiated as part of this contract.

It is understood Holliday Construction must commence performance on this contract within twenty-four hours of receipt of the Notice-to-Proceed. We shall develop a work plan showing which streets/roads will be cleared, with 7-day and 14-day projections. The plan will be provided to the City and municipalities before work commences and updated every Monday during a weekly progress meeting.

Vegetative debris will be collected along eligible roads in passes as directed by the city.. This debris will be loaded and hauled to the DMS selected by the City. All eligible vegetative debris removal, hauling and reduction from public property will be paid for at the cubic yard price as specified by contract. The cubic yard price will be based on incoming debris quantities.

Construction and Demolition debris will be removed from curbside / roadside or private property (as directed by the Contracting Officer) and disposed of at the DMS or final disposal site.

Eligible trees are any tree with more than 50% of the root ball exposed, which will be cut and removed in its entirety and the resulting hole will be backfilled. Eligible leaning trees are any that are at an angle of 30 degrees or more, have a split trunk, broken branches exposing heart wood or with 50% or more of its crown missing. Only eligible trees will be removed.

Hazardous limbs will be cut and removed from trees using bucket trucks to reach the hanging limbs by a crew of at least two people – one in the bucket and the second on the ground to prevent any pedestrians or motorists from being hit by a falling limb. Loading, hauling, and reduction of limb debris will be paid under the appropriate vegetative debris removal item.

Personal Property Debris Removal and Demolitions

If the City decides to enact a Right of Entry (ROE) program, Holliday Construction will work with the City and monitoring firm to ensure:

1. Only debris identified as eligible will be removed.
2. Tracked equipment will be used in such a manner as to cause as little rutting and damage to resident's yards as possible.
3. No demolitions will occur without the sequence of events required by FEMA have been performed such as assessment of structural integrity, possible presence of regulated asbestos containing material (RACM), identification and disconnection of utilities.
4. RACM demolitions will be conducted only with asbestos certified personnel as required and proper equipment such as roll-off dumpsters, water trucks, air monitoring, etc.

Local Project Experience

In creating a staffing plan for this type of work, we find it most effective to hire and subcontract as much local help, as possible. Upon award of a contract, Holliday Construction will immediately assign a project manager to initiate a strategy for locating qualified individuals and subcontractors in the City / County vicinity to fill any future contract requirements. Having recently completed contracts for similar work, we found that by utilizing as many local residents as possible, we were helping people who had lost their jobs due to the storm/disaster, and thereby kept them and their investment in their own communities. We feel that we can call upon these same locals, and more, when the time comes. If more participation than what we can gather locally is required, then we would assign company debris removal crews to fulfill the requirement.

CONTRACT AWARD NOTICE

This document serves as official notice that:

SDVO Monitoring, LLC, a Mississippi Limited Liability Company, has entered into a contract with Keesler Air Force Base, located in Biloxi, Mississippi.

Contract Amount: $922,715.35

Parties Involved: SDVO Monitoring, LLC and Keesler Air Force Base

Location of Performance: Biloxi, Mississippi

This agreement is duly authorized and binding upon the parties, and SDVO Monitoring, LLC acknowledges receipt of this award.

IN WITNESS WHEREOF, the parties have executed this Contract Award Notice.

Scott Holliday, Managing Member
SDVO Monitoring, LLC

Date: 10/1/25

Project History

Disaster Recovery

Lawrence Holliday's first disaster debris project was Hurricane Camille forty-six years ago. The principals of the Disaster Division have continued with nearly every major hurricane through the subsequent decades. In addition to hurricanes, the principals of Holliday Construction's Disaster Division have completed disaster recovery projects for tornados, floods, and ice storms in nearly each of the last twenty-two years.

FEMA Program Specific Experience

Our experience encompasses nearly every form of debris projects FEMA will fund.
Programs include:

Right-of-Way, Hanger/Leaner, Eligible Stumps, Dangerous/Dead Trees, Private Property Debris Removal,
Demolitions: RACM and non-RACM
Canals, Waterways, Wildlife Management Areas with biologically sensitive ecosystems, Beaches, Parks, Schools.



FEMA Documentation and Reimbursement Process

Holliday Construction's experience ensures that all FEMA contractor reimbursement requirements are met. We understand the eligibility issues of each of FEMA's programs as well as the Work Process standards and documentation requirements.

FEMA and Federally Funded Disaster Projects

The following list includes projects of Holliday Construction, LLC

- 2021- Hurricane Ida, City of Diamond Head, MS. (approx. 100,000.00 cy)
- 2020 – Easter Tornado, Jones County, Jasper County & Clarke County (approx. 200,000 cy)
- Bid less disaster related work 2013-2020
- 2012-2013 Louisiana Department of Transportation & Development Hurricane Isaac (approx. 350,000 cy)
- 2012-Missouri: City of Branson; Tornado Contract
- 2012-Georgia: Catoosa County; Tornado Debris Stream and Banks Clean-up
- 2011-Texas: Jefferson County; Hurricane Ike Debris-Special Project
- 2011- North Carolina: NC Department of Transportation, Hurricane Irene, Six Counties
- 2011 – Mississippi Tornado: Monroe County, MS
- 2011-Alabama Tornado: Alabama Department of Transportation Division 2; Division 4; Division 5
- 2010- Oklahoma Ice Storm; The Comanche Nation (100,000 cubic yards)
- 2008 -2010 Hurricane Ike; Jefferson, Hardin, Tyler, Chambers counties (1,100,000 cubic yards)
- 2008-2010 Hurricane Ike; Liberty and Chambers counties (1,460,000 Cubic Yards)
- 2005-2006 Hurricane Katrina; Pearl River County, Mississippi (2,000,000 cubic yards)
- 2005-2006 Hurricane Katrina; Mississippi Department of Transportation (580,000 cubic yards)
- 2005-2006 Hurricane Katrina; NASA Stennis Space Center (120,000 cubic yards)
- 2004 – Hurricane Charley
- 2003 – Hurricane Isabel
- 2002 – Ice Storm North Carolina / Hurricane Lili / Tropical Storm Isadore
- 2000 – Ice Storm Georgia
- 1999 – Hurricane Floyd
- 1998 – Windstorm
- 1996 – Hurricane Fran

Disaster Response Experience (1995 - Present)

DATE COMPLETED	DISASTER (DATE)	DESCRIPTION OF WORK	CONTRACTING AUTHORITY	CONTRACT VALUE
MISSISSIPPI TORNADO (2020)		**CURRENT**		
6/3/2020 start date	APRIL 2020	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	JONES COUNTY, MS	$478,260.00
6/26/2020 start date	APRIL 2020	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	JASPER & CLARKE COUNTY, MS	$499,459.20
OKLAHOMA TORNADO (2012)				
6/1/12	APRIL 2012	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	NORMAN, OK	$380,135.00
SOUTHBURY WINTER STORM (2012)				
3/18/2012	JANUARY 2012	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	SOUTHBURY, CT	$528,890.00
BASTROP COUNTY WILDFIRES (2011)				
Current	SEPTEMBER 2011	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	BASTROP COUNTY, TX	$8,500,000.00
HURRICANE IRENE (2011)				
10/2/2011	AUGUST 2011	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	STATE HWY ADMINISTRATION, MD	$279,106.00
HURRICANE IRENE (2011)				
10/2/2011	AUGUST 2011	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	CHARLES COUNTY, MD	$102,302.00
OKLAHOMA WIND STORM (2011)				
08/15/2011	JUNE 2011	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS	NORMAN, OK	$144,185.00
OKLAHOMA TORNADO (2010)				
07/16/2010	MAY 2010	DEBRIS REMOVAL, REDUCTION, AND DISPOSAL OF TORNADO DEBRIS	NORMAN, OK	$237,000.00
MARYLAND SNOW STORM (2010)				
02/01/2010	JANUARY 2010	SNOW REMOVAL AND ROAD CLEARING	BALTIMORE, MD	$630,000.00
ARKANSAS ICE STORM (2009)				
03/01/2009	JANUARY 2009	DEBRIS REMOVAL AND DISPOSAL OF ICE STORM DEBRIS	ROGERS, AR	$900,000.00
HURRICANE IKE (2008)				

01/07/2009	SEPTEMBER 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	FORT BEND COUNTY, TX	$10,000,000.00
03/10/2009	OCTOBER 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	POLK COUNTY, TX	$6,600,000.00
10/17/2008	SEPTEMBER 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	CITY OF LIBERTY, TX	$2,900,000.00
01/11/2009	SEPTEMBER 2008	DEBRIS REMOVAL, REDUCTION AND DISPOSAL FROM WATERWAYS AND CANALS	HARRIS COUNTY FLOOD CONTROL DISTRICT	$200,000.00
12/20/2008	SEPTEMBER 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	CITY OF SUGARLAND, TX	$3,400,000.00
11/15/2008	SEPTEMBER 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	CITY OF KATY, TX	$262,000.00
09/27/2008	SEPTEMBER 2008	REMOVAL OF HURRICANE DEBRIS IN THE CITY OF GALVESTON	US ARMY CORP OF ENGINEERS (CONTRACTED THROUGH CERES ENVIRONMENTAL)	$100,000.00
HURRICANE DOLLY (2008)				
10/15/2008	JULY 2008	LOAD AND HAUL HURRICANE GENERATED DEBRIS	CITY OF BROWNSVILLE, TX	$1,252,000.00
3/30/2008	JULY 2008	DEBRIS REMOVAL, REDUCTION AND DISPOSAL FROM RIGHTS OF WAY	TEXAS DEPT. OF TRANSPORTATION	$823,000.00
10/15/2008	JULY 2008	BRIDGE DEBRIS REMOVAL AND EROSION REPAIR, INCLUDING THE REPLACEMENT OF ERODED RIP RAP	TEXAS DEPT. OF TRANSPORTATION	$55,000.00
9/9/2008	JULY 2008	REMOVAL, DISPOSAL AND REDUCTION OF DEBRIS GENERATED BY HURRICANE DOLLY	WILLACY COUNTY	$445,000.00
10/15/2008	JULY 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	CITY OF LAGUNA VISTA, TX	$47,800.00
10/22/2008	JULY 2008	REMOVAL AND DISPOSAL OF HURRICANE DEBRIS	CITY OF SAN BENITO, TX	$247,000.00
9/9/2008	JULY 2008	REMOVAL OF HURRICANE GENERATED DEBRIS	CITY HARLINGEN, TX	$879,000.00
9/6/2008	JULY 2008	REMOVAL AND DISPOSAL OF HURRICANE GENERATED DEBRIS	CITY OF PORT ISABEL, TX	$223,000.00

OKLAHOMA ICE STORM, 2007				
7/22/2008	DECEMBER, 2007	SITE MANAGEMENT, REDUCTION OF VEGETATIVE DEBRIS; HAULING OF WOOD CHIPS	CITY OF TULSA, OK	$3,688,000.00
2/15/2008	DECEMBER, 2007	CLEAR ROADS, REMOVE AND HAUL STORM DEBRIS	CITY OF EDMOND	$228,000.00
2/15/2008	DECEMBER, 2007	DEBRI REMOVAL AND DISPOSAL OF CITY COLLECTIONS	BROKEN ARROW, OK	$79,000.00
3/15/2008	DECEMBER, 2007	REDUCE BY GRINDING, ALL DEBRIS COLLECTED AND HAULED TO LANDFILL	WASTE CONNECTIONS, INC	$235,000.00
9/21/2008	AUGUST, 2008	DEBRIS REMOVAL FROM RIGHTS-OF-WAY OF DEBRIS CAUSED BY STRAIGHT-LINE WINDS	CITY OF OMAHA, NE	$78,000.00
12/22/2007	DECEMBER, 2007	CLEAR ROADS, REMOVAL AND HAUL STORM DEBRIS	OKLAHOMA COUNTY, OK	$84,000.00
1/31/2008	DECEMBER, 2007	CLEAR ROADS, REMOVAL AND HAUL STORM DEBRIS	CITY OF THE VILLAGE, OK	$78,000.00
MISSOURI ICE STORM, 2007				
4/1/2007	January, 2007	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, INCINERATION, SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS	MISSOURI DEPARTMENT OF TRANSPORTATION - LACLEDE COUNTY	$250,000.00
4/1/2007	January, 2007	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, INCINERATION, SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS	MISSOURI DEPARTMENT OF TRANSPORTATION - DALLAS COUNTY	$175,000.00
4/1/2007	January, 2007	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS GRINDING	ST. LOUIS COUNTY, MO	$500,000.00
4/1/2007	January, 2007	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, INCINERATION, SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS	CITY OF REPUBLIC, MO.	$700,000.00
NEW YORK ICE STORM, 2006				
12/26/2006	October, 2006	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL	ERIE COUNTY, NEW YORK	$3,500,000.00
HURRICANE WILMA, 2005				
01/08/06	October, 2005	HAULING OF DEBRIS	CITY OF NAPLES, FL	$2,100,000.00
02/01/06	October, 2005	HAULING OF DEBRIS	CITY OF HOLLYWOOD	$800,000.00
12/25/05	October, 2005	TREE TRIMMING	CITY OF HOLLYWOOD	$7,000,000.00
12/25/05	October, 2005	HAULING OF DEBRIS	BROWARD COUNTY SCHOOLS	$190,000.00

12/25/05	October, 2005	TREE TRIMMING	BROWARD COUNTY SCHOOLS	$1,300,00.00
11/27/05	October, 2005	HAULING OF DEBRIS	DADE COUNTY	$250,000.00
HURRICANE RITA, 2005				
USACE-Southeast Texas, 2005				$35,977,000.00
03/31/06	September, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT FOR 2 TDSR SITES AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING AND INCINERATION	JEFFERSON COUNTY TEXAS-USACE CONTRACT # DACW29-03-D-0010 / DZ02, SUBCONTRACTED THROUGH D&J ENTERPRISES	
03/31/06	September, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT FOR 3 TDSR SITES AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING	NEWTON COUNTY TEXAS-USACE CONTRACT # DACW29-03-D-0010 / DZ01, SUBCONTRACTED THROUGH D&J ENTERPRISES	
03/31/06	September, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT FOR 2 TDSR SITES AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING	ORANGE COUNTY TEXAS-USACE CONTRACT # DACW29-03-D-0010 / DZ01, SUBCONTRACTED THROUGH D&J ENTERPRISES	
03/26/06	September, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT FOR 2 TDSR SITES AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING	HARDIN COUNTY TEXAS-USACE CONTRACT # DACW29-03-D-0010 / DZ02, SUBCONTRACTED THROUGH D&J ENTERPRISES	
01/18/06	September, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT FOR 2 TDSR SITES AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING	NACOGDOCHES COUNTY TEXAS USACE CONTRACT # DACW29-03-D-0010 / DZ02, SUBCONTRACTED THROUGH D&J ENTERPRISES	
11/25/05	September, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL, SITE MANAGEMENT FOR 1 TDSR SITE AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING	SAN AUGUSTINE COUNTY TEXAS-USACE CONTRACT # DACW29-03-D-0010 / DZ01, SUBCONTRACTED THROUGH D&J ENTERPRISES	
11/1/05	September, 2005	REMOVE AND DISPOSE VEGETATIVE DEBRIS AND HAZARDOUS TREES FROM RIGHT OF WAY	TEXAS DEPARTMENT OF TRANSPORATION –JEFFERSON, HARDIN AND ORANGE COUNTIES	$45,500.00
11/1/05	September, 2005	REMOVE AND DISPOSE VEGETATIVE DEBRIS AND HAZARDOUS TREES FROM RIGHT OF WAY	TEXAS DEPARTMENT OF TRANSPORATION-JEFFERSON COUNTY SOUTH	$60,000.00
11/1/05	September, 2005	REMOVE AND DISPOSE VEGETATIVE DEBRIS AND HAZARDOUS TREES FROM RIGHT OF WAY	TEXAS DEPARTMENT OF TRANSPORATION-LIBERTY COUNTY	$82,000.00

11/1/05	September, 2005	REMOVE AND DISPOSE VEGETATIVE DEBRIS AND HAZARDOUS TREES FROM RIGHT OF WAY	TEXAS DEPARTMENT OF TRANSPORTATION-CHAMBERS COUNTY	$78,000.00
11/1/08	September, 2005	REMOVE AND DISPOSE VEGETATIVE DEBRIS AND HAZARDOUS TREES FROM RIGHT OF WAY	TEXAS DEPARTEMENT OF TRANSPORATION-TYLER COUNTY	$134,000.00
11/1/08	September, 2005	REMOVE AND DISPOSE VEGETATIVE DEBRIS AND HAZARDOUS TREES FROM RIGHT OF WAY	TEXAS DEPARTMENT OF TRANSPORTATION-JASPER COUNTY	$80,000.00
HURRICANE KATRINA, 2005				
KBR HALIBURTON-Hurricane Katrina, 2005				$14,800,000.00
11/24/05	August, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL	BELLE CHASSE MILITARY BASE-SUB CONTRACTED THROUGH KELLOGG, BROWN AND ROOT	
01/06/06	August, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL	GULFPORT NAVAL AIR STATION-SUBCONTRACTED THROUGH KELLOGG, BROWN AND ROOT	
03/23/06	August, 2005	CLEAR ROADS, REMOVE AND HAUL DEBRIS, HAZARDOUS TREE TRIMMING AND REMOVAL	KEY WEST MILITARY BASE-SUBCONTRACTED THROUGH KELLOGG, BROWN AND ROOT	
HURRICANE IVAN-FLORIDA, 2004				
01/15/05	September, 2004	HAZARDOUS TREE TRIMMING, REMOVAL, HAULING AND DEMOLITION	PENSACOLA NAVAL AIR STATION-SUB CONTRACTED THROUGH KELLOGG, BROWN & ROOT	$11,000,000.00
02/05/05	September, 2004	TREE TRIMMING	CITY OF NAPLES, FL	$70,000.00
02/15/05	September, 2004	PICK UP AND HAUL DEBRIS	CITY OF NAPLES, FL	$339,000.00
01/18/05	September, 2004	PICK UP, HAUL AND GRIND DEBRIS	CITY OF DESTIN, FL	$1,200,000.00
HURRICANES CHARLEY, FRANCES AND JEANNE,-FLORIDA, 2004				
03/15/05	July, August, September, 2004	HAULING OF DEBRIS	BREVARD COUNTY, FL	$900,000.00
04/01/05	July, August, September, 2004	TREE TRIMMING, PICK UP AND HAUL	CITY OF TITUSVILLE, FL	$225,000.00
2/2/0/05	July, August, September, 2004	PICK UP AND HAUL DEBRIS	PALM BEACH COUNTY, FL	$1,850,000.00
02/10/05	July, August, September, 2004	PICK UP AND HAUL DEBRIS	CITY OF ROYAL PALM BEACH, FL	$720,000.00
WASTE MANAGEMENTOF FLORIDA -Hurricanes Charley, Francis & Jeanne, 2004				$26,456,000.00

1/1/505	July, August, September, 2004	PICK UP, HAUL AND DISPOSE OF DEBRIS	CITY OF LAKELAND, FL	
12/28/04	July, August, September, 2004	PICK UP, HAUL AND GRIND DEBRIS	CITY OF MALABAR, FL	
12/18/04	July, August, September, 2004	HAUL AND GRIND DEBRIS	INDIAN RIVER COUNTY, FL	
11/06/04	July, August, September, 2004	PICK UP AND HAUL DEBRIS	SEMINOLE COUNTY, FL	
11/05/04	July, August, September, 2004	PICK UP DEBRIS FROM ROW	CITY OF BELL ISLE, FL	
11/03/04	July, August, September, 2004	DEBRIS PICK UP	CITY OF EDGEWOOD, FL	
10/30/04	July, August, September, 2004	TREE TRIMMING, PICK UP AND HAUL	CITY OF KISSIMMEE, FL	
10/30/04	July, August, September, 2004	PICK UP, HAUL AND GRIND DEBRIS	CITY OF PALM BAY, FL	
10/29/04	July, August, September, 2004	PICK UP AND HAUL DEBRIS	CITY OF MELBOURNE, FL	
10/20/04	July, August, September, 2004	HAUL AND DEBRIS REDUCTION	CITY OF LAKE MARY, FL	
10/14/04	July, August, September, 2004	PICK UP AND HAUL DEBRIS	CITY OF COCOA BEACH, FL	
10/12/04	July, August, September, 2004	PICK UP AND HAUL DEBRIS	CITY OF COCOA, FL	
DISEASED TREE REMOVAL-CALIFORNIA, 2003				
01/15/05	August, 2004	HAZARDOUS TREE REMOVAL AND DISPOSAL	SOUTHERN CALIFORNIA EDISON	$21,000,000.00
HURRICANE ISABEL-VIRGIANIA, 2003				
03/01/04	August, 2003	PICK UP, HAUL AND GRIND DISASTER GENERATED DEBRIS	CITY OF VIRGINIA BEACH, VA	$520,000.00
03/01/04	August, 2003	PICK UP, HAUL AND GRIND DISASTER GENERATED DEBRIS	CITY OF PORTSMOUTH, VA	$560,000.00
03/01/04	August, 2003	PICK UP, HAUL AND GRIND DISASTER GENERATED DEBRIS	CITY OF CHESAPEAKE, VA	$200,000.00
03/01/04	August, 2003	HAULING DISASTER GENERATED DEBRIS	CITY OF WILLIAMSBURG, VA	$200,000.00
03/01/04	August, 2003	HAZARDOUS TREE TRIMMING, REMOVAL, HAULING AND DEMOLITION	VA, NC, SC NAVAL AIR STATIONS	$1,400,000.00
03/01/04	August, 2003	TREE TRIMMING & DEBRIS REMOVAL FROM RIGHT-OF-WAYS	VDOT- NEW KENT COUNTY	$1,077,728.63
03/01/04	August, 2003	TREE TRIMMING & DEBRIS REMOVAL FROM RIGHT-OF-WAYS	VDOT- PRINCE GEORGE COUNTY	$1,220,851.82
10/15/03	August, 2003	(CONCAP) DEBRIS REMOVAL FOR U.S. MARINE & NAVAL FACILITIES	KELLOGG, BROWN & ROOT	$940,378.59
HURRICANE CLAUDETTE-NORTH CAROLINA, 2003				
11/01/03	August, 2003	STORM DEBRIS CLEARING AND REMOVAL RESPONSE ASSISTANCE	TOWN OF CHAPEL HILL, NC	$253,912.00
FLOODS-TEXAS, 2003				

10/28/03	July, 2003	STORM DEBRIS COLLECTION AND DISPOSAL	CITY OF GOLIAD, TX	$156,000.00
ICE STORM-NORTH CAROLINA, 2002				
08/21/03	November, 2002	REMOVAL OF STORM DAMAGED LIMBS, EAST AND WEST	CITY OF CHARLOTTE, NC	$501,000.00
05/17/03	November, 2002	DISASTER RELATED TREE TRIMMING AND REMOVAL	ORANGE COUNTY, NC	$3,880.00
02/01/03	November, 2002	PROVIDE EMERGENCY SERVICES- HAULING DEBRIS FROM ROW	CITY OF GREENSBORO, NC	$35,000.00
01/28/03	November, 2002	LOADING, HAULING AND DISPOSAL OF GROUND VEGETATIVE DEBRIS	TOWN OF CARY, NC	$217,500.00
01/01/03	November, 2002	PROVIDING EMERGENCY SERVICES VIA CLEARING OF ROADWAYS	TOWN OF CHAPEL HILL, NC	$60,000.00
01/01/03	November, 2002	REMOVAL OF HAZARDOUS TREES FROM RIGHT-OF-WAY	NCDOT-GRANVILLE COUNTY	$576,961.72
01/01/03	November, 2002	REMOVAL OF HAZARDOUS TREES FROM RIGHT-OF-WAY	NCDOT- DURHAM COUNTY	$111,955.36
01/01/03	November, 2002	REMOVAL OF HAZARDOUS LIMBS FROM RIGHT-OF-WAY	CITY OF RALEIGH, NC	$4,011,725.00
12/19/02	November, 2002	VEGETATIVE DEBRIS REMOVAL FROM RIGHT OF WAY	TOWN OF CARY, NC	$300,000.00
12/17/02	November, 2002	REMOVAL OF HAZARDOUS TREES	TOWN OF CARY, NC	$114,000.00
12/17/02	November, 2002	REMOVAL OF HAZARDOUS TREES ON TOWN ROADS	TOWN OF CARY, NC	$294,000.00
12/10/02	November, 2002	VEGETATIVE DEBRIS REMOVAL	TOWN OF CARY, NC	$360,000.00
HURRICANE LILI-LOUISIANA, 2002				
02/15/03	July, 2002	VEGETATIVE DEBRIS REDUCTION VIA GRINDING	ACADIA PARISH, LA	$27,000.00
02/14/03	July, 2002	HAULING VEGETATIVE DEBRIS FROM RIGHT-OF-WAY	CITY OF EUNICE, LA	$45,000.00
02/03/03	July, 2002	VEGETATIVE DEBRIS REDUCTION VIA BURNING	CITY OF CROWLEY, LA	$45,000.00
12/29/02	July, 2002	PROVIDE GENERATORS TO WATER TREATMENT PLANT	CITY OF ABBEVILLE, LA	$25,000.00
12/01/02	July, 2002	REMOVAL OF STORM DEBRIS FROM RIGHT-OF-WAY	CITY OF HOUMA, LA	$100,000.00
11/01/02	July, 2002	PROVIDE EMERGENCY SERVICES- HAULING DEBRIS FROM ROW	LOUISIANA DOT	$25,000.00
10/10/02	July, 2002	STORM DEBRIS REMOVAL FROM STREETS	CITY OF OPELOUSAS, LA	$27,000.00
TROPICAL STORM ISADORE-LOUISIANA, 2002				
02/14/03	June, 2002	STORM DEBRIS REMOVAL & REDUCTION VIA BURNING AND HAULING	ST. LANDRY'S PARISH, LA	$550,000.00
11/19/02	June, 2002	STORM DEBRIS REMOVAL (FROM ROW) & REDUCTION VIA BURNING	TERREBONNE PARISH, LA	$425,000.00
FLOODS-TEXAS, 2002				

07/02/02	June, 2002	HAULING AND DEBRIS MANAGEMENT	UVALDE COUNTY, TX	$40,000.00
07/02/02	June, 2002	HAULING AND DEBRIS MANAGEMENT	CITY OF CASTROVILLE, TX	$20,000.00
07/02/02	June, 2002	HAULING AND DEBRIS MANAGEMENT	KENDALL COUNTY, TX	$10,000.00
06/17/02	June, 2002	HAULING AND DEBRIS MANAGEMENT	USACE- BELTON DISTRICT, TX	$60,000.00
ICE STORM-OKLAHOMA, MISSOURI AND KANSAS, 2002				
05/07/02	February, 2002	TREE TRIMMING AND REMOVAL OF STORM DEBRIS	CITY OF OLATHE, KS	$134,302.00
04/02/02	February, 2002	REDUCTION OF STORM DEBRIS VIA BURNING & GRINDING	CITY OF INDEPENDENCE, MO	$250,000.00
03/11/02	February, 2002	REMOVAL OF STORM DEBRIS	VILLAGE OF OAKVIEW, MO	$60,000.00
03/02/02	February, 2002	HAULING OF STORM DEBRIS/TREE REMOVAL	VILLAGE OF OAKS, MO	$35,000.00
03/02/02	February, 2002	REMOVAL OF DEBRIS FROM CITY DRAINAGE CHANNELS	CITY OF OKLAHOMA CITY, OK	$225,000.00
02/02/02	February, 2002	REMOVAL OF STORM DEBRIS	CITY OF GLADSTONE, MO	$603,000.00
02/02/02	February, 2002	REMOVAL OF STORM DEBRIS	CITY OF EDMOND, OK	$495,000.00
05/23/01	February, 2002	DEBRIS CLEARING & REMOVAL RESPONSE ASSISTANCE	BEAVERS BEND STATE PARK, OK	$68,910.00
05/23/01	February, 2002	DEBRIS CLEARING & REMOVAL RESPONSE ASSISTANCE	LAKE WISTER STATE PARK, OK	$10,872.00
FLOODS-WEST VIRGINIA, 2001				
09/01/01	June, 2001	MCDOWELL COUNTY SEEDING PROJECT	USDA-NRCS FLOOD OFFICE, WV	$161,420.00
07/01/01	June, 2001	EMERGENCY DEBRIS REMOVAL AND DEMOLITION	USACE- HUNTINGTON DIST., WV	$390,000.00
ICE STORM-OKLAHOMA, ARKANSAS AND TEXAS, 2000				
04/29/01	December, 2000	DEBRIS HAULING AND REDUCTION	CASS COUNTY, TX	$734,460.74
02/01/01	December, 2000	VEGETATIVE DEBRIS REMOVAL	CITY OF TEXARKANA, TX	$19,650.00
01/01/01	December, 2000	DEBRIS REMOVAL AND HAULING	FORREST CITY, AR	$54,734.73
04/26/01	December, 2000	DEBRIS REMOVAL, HAULING AND REDUCTION	HEMPSTEAD COUNTY, AR	$6,740,499.66
04/16/01	December, 2000	DEBRIS CLEARING & REMOVAL RESPONSE ASSISTANCE	ROBBERS CAVE STATE PARK, OK	$210,500.00
04/15/01	December, 2000	DEBRIS CLEARING & REMOVAL RESPONSE ASSISTANCE	FOUNTAINHEAD STATE PARK, OK	$54,800.00
02/01/01	December, 2000	HAULING AND DEBRIS MANAGEMENT	MCINTOSH COUNTY, OK	$6,100,000.00
02/01/01	December, 2000	HAULING AND DEBRIS MANAGEMENT	NORTH LITTLE ROCK, OK	$785,000.00

02/01/01	December, 2000	REMOVAL OF OVERHANG LIMBS & HAULING OF DEBRIS	CITY OF MCALESTER, OK	$86,032.00
02/01/01	December, 2000	TREE TRIMMING AND ROADWAY DEBRIS REMOVAL	HASKELL COUNTY, OK	$1,478,232.20
ICE STORM-GEORGIA, 2000				
04/01/00	February, 2000	HAULING AND DEBRIS MANAGEMENT	FULTON COUNTY, GA	$3,100,000.00
04/01/00	February, 2000	HAULING AND DEBRIS MANAGEMENT	BANKS COUNTY, GA	$205,000.00
03/01/00	February, 2000	HAULING AND DEBRIS MANAGEMENT	FORSYTHE COUNTY, GA	$115,000.00
02/28/00	February, 2000	HAULING AND DEBRIS MANAGEMENT	WHITE COUNTY, GA	$152,000.00
02/28/00	February, 2000	HAULING AND DEBRIS MANAGEMENT	CITY OF ATLANTA, GA	$95,000.00
HURRICANE FLOYD-NORTH CAROLINA, 1999				
10/19/99	August, 1999	HAULING AND DEBRIS MANAGEMENT	CITY OF MELBOURNE, FL	$1,100,000.00
10/19/99	August, 1999	HAULING AND DEBRIS MANAGEMENT	CITY OF MYRTLE BEACH, FL	$190,000.00
10/01/99	August, 1999	HAULING AND DEBRIS MANAGEMENT	CITY OF WILMINGTON, NC	$80,000.00
TORNADOS-OKLAHOMA, 1999				
06/01/99	May, 1999	DEMOLITION AND RIGHT OF ENTRY (ROE)	OKLAHOMA CITY, OK	$787,000.00
06/01/99	May, 1999	DEMOLITION AND RIGHT OF ENTRY (ROE)	DEL CITY, OK	$80,000.00
HURRICANE GEORGES-PUERTO RICO AND FLORIDA, 1998				
06/01/99	September, 1998	HAULING AND DEBRIS MANAGEMENT	PUERTO RICO	$450,000.00
12/01/98	September, 1998	HAULING AND DEBRIS MANAGEMENT	CITY OF KEY WEST, FL	$110,000.00
HURRICANE BONNIE, VIRGINIA, 1998				
01/01/99	August, 1998	HAULING AND DEBRIS MANAGEMENT	CITY OF VIRGINIA BEACH, VA	$810,000.00
TORNADOS-GEORGIA, 1998				
09/01/98	July, 1998	HAULING AND DEBRIS MANAGEMENT	CITY OF ATLANTA, GA	$350,000.00
TORNADOS-OHIO, 1998				
09/01/98	July, 1998	HAULING AND DEBRIS MANAGEMENT	CITY OF CINCINNATTI, OH	$50,000.00
TORNADOS-ARKANSAS, 1998				

07/01/98	June, 1998	HAULING AND DEBRIS MANAGEMENT	FORT SMITH, AR	$110,000.00
WINDSTORM-NEW YORK, 1998				
01/01/98	November, 1997	VEGETATIVE DEBRIS REDUCTION BY TUB GRINDING	CITY OF SYRACUSE, NY	$265,000.00
HURRICANE FRAN-NORTH CAROLINA, 1996				
11/30/96	August, 1996	HAULING AND DEBRIS MANAGEMENT	CITY OF WILMINGTON, NC	$245,000.00
09/01/95	August, 1996	DEBRIS REMOVAL, REDUCTION AND TREE MANAGEMENT	CAMP LEJUNE, NC	$3,117,985.00

Appendix A – FEMA Debris Monitoring Guide Integration

Overview of FEMA Debris Monitoring Requirements

FEMA requires applicants receiving Public Assistance to monitor all aspects of debris removal operations to ensure compliance, eligibility, and accurate documentation for reimbursement. SDVO Monitoring, LLC structures all services to meet FEMA's expectations for oversight, validation, and recordkeeping.

Monitor Responsibilities

Debris monitors must ensure that only eligible debris is picked up, proper documentation is maintained, and debris is delivered to authorized disposal sites. SDVO Monitoring assigns qualified Field Monitors and Tower Monitors to every project zone to validate truck loads, measure volumes, and document all load ticket data in real-time.

Load Tickets and Data Capture

FEMA requires complete, legible, and accurate load tickets that capture truck ID, debris type, volume, date/time, pickup, and drop-off locations, and monitor signatures. SDVO uses digital handheld devices to input and verify this data electronically, improving efficiency and audit readiness.

Tower Site Management

Monitors stationed at Temporary Debris Storage and Reduction Sites (TDSRS) are responsible for measuring and documenting debris loads. SDVO equips every tower site with trained staff, digital tools, and standardized forms to maintain complete FEMA compliance.

Truck Certification

All trucks must be measured, photographed, labeled, and certified before debris collection begins. SDVO performs detailed truck certification, including volume calculations and equipment checks, maintaining documentation per FEMA's 325 guidelines.

Fraud Prevention and QA/QC

FEMA emphasizes anti-fraud procedures. SDVO Monitoring maintains a strict quality control system including daily reconciliations, supervisory reviews, GPS validation, and random audit spot-checks.

Documentation and Audit Support

SDVO Monitoring (leveraging Holliday Construction's operational team) monitored post-tornado debris cleanup in downtown Branson, Missouri. Unique challenges included riverbank debris stabilization, damaged utility corridors, and restoration of pedestrian infrastructure. More than 150,000 cubic yards of debris were processed under strict environmental review. Our monitors provided daily briefings to City staff, maintained load logs, coordinated with environmental officers, and ensured FEMA compliance through rigorous QA/QC protocols.

Appendix D – Key Personnel Resumes

Scott Holliday – Co-Owner / Chief Operating Officer

Scott Holliday brings over 30 years of hands-on construction and disaster recovery experience. He began his career as an equipment operator and advanced through every level of the industry including superintendent, estimator, and project manager. He has managed major federal contracts including post-Hurricane Katrina operations, where he coordinated six subcontractors, oversaw over 2 million cubic yards of debris removal, and achieved 100% FEMA payout compliance. Scott also led large-scale mobile home setups post-Hurricane Ivan and managed debris clearance in USDA canal systems. He is licensed as a pilot for both fixed-wing aircraft and helicopters and continues to serve as a strategic leader across all project areas.

Carley Davis – Co-Owner / Chief Executive Officer

A service-disabled veteran and former Master Sergeant in the U.S. Army, Carley Davis brings 20+ years of leadership in tactical operations, logistics, and emergency management. As CEO of multiple businesses, Carley has overseen complex disaster response operations, environmental hazard mitigation, and multi-million dollar government contracts. His skill set includes contract negotiation, personnel training, risk mitigation, inventory control, and federal compliance. His leadership style blends military discipline with agile problem solving and operational efficiency.

John P. Lee – Senior Project Manager / Comptroller

John Lee serves as both Construction Operations Manager and Comptroller of the Disaster Recovery Division. He supervises daily operations, leads disaster deployment teams, and ensures fiscal responsibility across all project scopes. John has supported emergency debris contracts at the Stennis Space Center, TXDOT, and others, and he holds certification in Storm Water Management.

Ivan Holliday – Junior Project Manager / Transportation Coordinator

Ivan manages all subcontractor coordination, daily operations, and compliance reporting. Raised in the disaster recovery field, he brings 15 years of field experience and 10 years in transportation logistics. He is an expert in DOT and MDOT regulations, especially in wide-load transport and emergency mobilization.

Clyde McClendon – Superintendent

Clyde has over three decades of heavy equipment and landfill management experience. Prior to joining Holliday Construction in 2003, he managed operations at Central Landfill and later Waste Management, overseeing cell construction and operational safety.

Bradley Holsten – Project Manager / Safety Coordinator

Bradley leads project site safety meetings and audits, enforces OSHA compliance, and manages active contracts such as the long-term support of Stennis Space Center. He brings strong multidisciplinary field management to all projects.

Ms. Ruthie Keller – Accounting & Payroll Administrator

Ruthie has nearly 15 years with Holliday Construction, where she oversees billing, invoicing, and payroll. She maintains strict accounting integrity and ensures full compliance with internal controls and financial policies.

Hiram Smith – Documentation & Recovery Supervisor / Safety Manager

A licensed attorney and graduate of the University of Mississippi School of Law, Hiram oversees project documentation, safety protocol, and FEMA record compliance. His legal and field knowledge ensures seamless coordination of monitoring records and hazard response operations.

Appendix E – QA/QC Forms and Templates

Daily Debris Monitoring Checklist

This form is completed by each monitor at the start and end of every shift and submitted to the Field Supervisor for review.

Date: _____

Monitor Name: _____

Project Location: _____

Personnel Plan

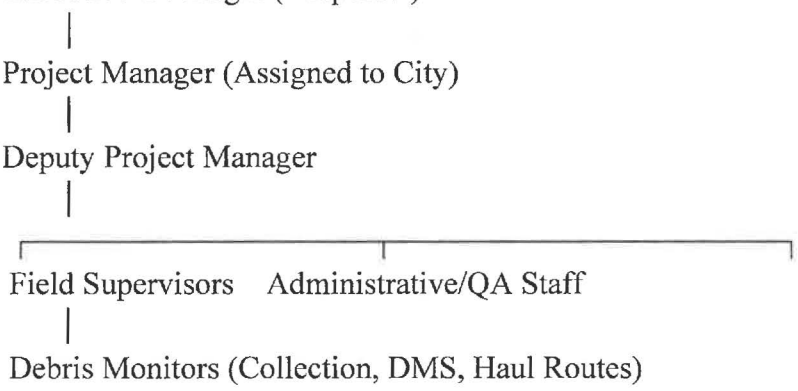
a. Operating Plan & Organizational Chart

Operating Plan:

SDVO Monitoring, LLC, will provide a scalable staffing plan designed to meet the City of Destin's needs during pre-event planning, active debris monitoring, and post-event closeout. Staffing levels are designed for flexibility — with the ability to expand rapidly during large storm events and reduce during smaller operations.

- Daily: Field monitors assigned to collection routes, DMS sites, and disposal facilities; supervisors perform site visits and reporting.
- Weekly: Project Manager and Deputy Project Manager review operational data, coordinate with City leadership, and ensure FEMA/MEMA compliance.
- Monthly: Executive review at the corporate level with City staff to ensure contract compliance, invoicing accuracy, and lessons learned.

Organizational Chart (Conceptual):



b. Staffing Data & Employee Qualifications

Staffing Basis:

- Levels determined by FEMA debris forecasting models, historic disaster volume in the Gulf Coast region, and City of Destin's prior disaster history.
- Example: One field monitor per debris truck at collection sites, one per DMS tower, and one per disposal facility.

Employee Qualifications:

- Project Manager / Deputy PM – 10–30 years of disaster response/monitoring

experience; FEMA-compliant reporting background.
- Supervisors – Prior supervisory experience, FEMA debris monitoring training, safety certification.
- Monitors – Trained in FEMA documentation, load ticket verification, site compliance.
- Administrative Staff – Skilled in data entry, FEMA/MEMA audit documentation, QuickBooks/financial systems.

Staffing Status:
- Mix of full-time corporate staff and pre-vetted part-time/seasonal staff who are on standby for storm events.
- Adjustments made through:
  • Pre-qualified monitor pool.
  • Temporary hire processes through local/regional labor markets.
  • Scaling via subcontracting relationships if volumes exceed capacity.

c. Organizational Chart – City & Corporate Roles

Corporate Oversight:
- Scott Holliday, Principal-in-Charge – provides executive oversight, resource allocation, compliance verification.
- Carley Davis, Corporate Deputy Director – supervises daily operations, ensures staffing sufficiency.

City-Level Roles:
- Project Manager – primary liaison to City staff, attends coordination meetings.
- Deputy PM – manages monitors, assigns staff daily.
- Supervisors – direct point of contact with City field staff, track daily activity.
- Administrative Support – submits reports directly to City-designated representatives.

d. Position Roles & Responsibilities

- Project Manager – Contract oversight, primary City contact, ensures FEMA compliance.
- Deputy PM – Supervises all daily operations, schedules staff, ensures safety compliance.
- Field Supervisors – Oversee monitors, conduct site checks, report issues to PM.
- Monitors – Verify loads, issue tickets, report site conditions, enforce compliance.
- Administrative Staff – Collect and reconcile tickets, submit daily/weekly reports, maintain audit-ready documentation.

TAB D: Subcontracting Plan

SDVO MONITORING HAS NO INTENTIONS TO SUBCONTRACT

TAB E: Proposal Approach

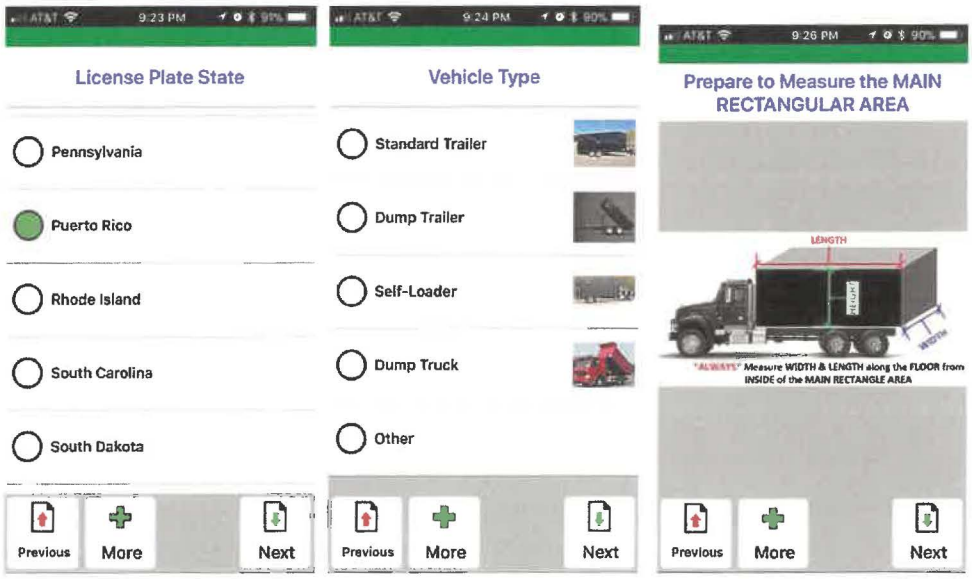
Technical Approach

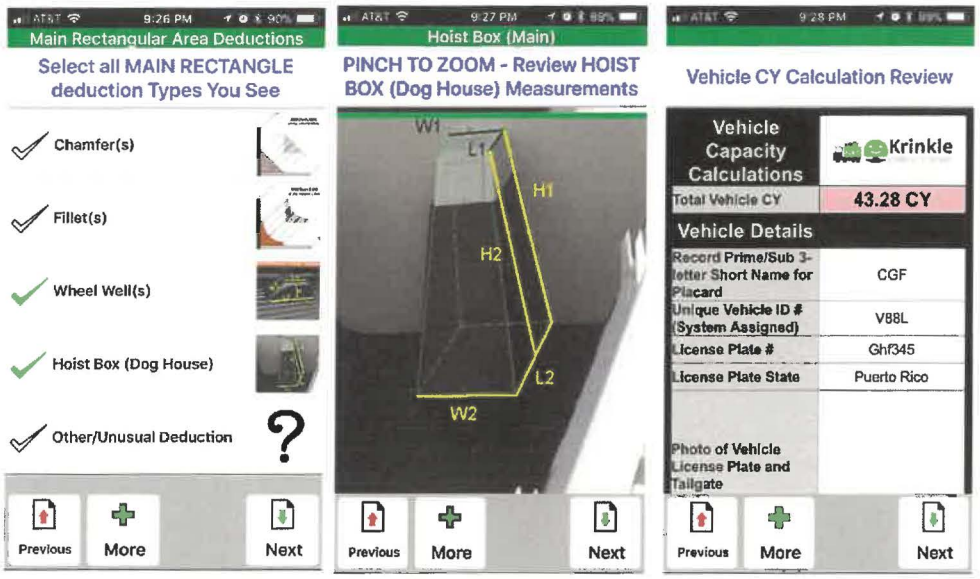
SDVO Monitoring LLC, approaches each debris monitoring engagement with a compliance first mindset, tailored to the scale and urgency of the event, while maintaining full alignment with FEMA, State, and local government expectations. Our method emphasizes rapid mobilization, field accountability and data accuracy to ensure timely and complete reimbursement. The following outlines our technical methodology for supporting debris monitoring projects from startup through final invoicing.

Staff Mobilization / Start up Procedures and Requirments

SDVO will mobilize within 24 hours of a written notice to proceed with key staff experienced in various aspects of debris operations.

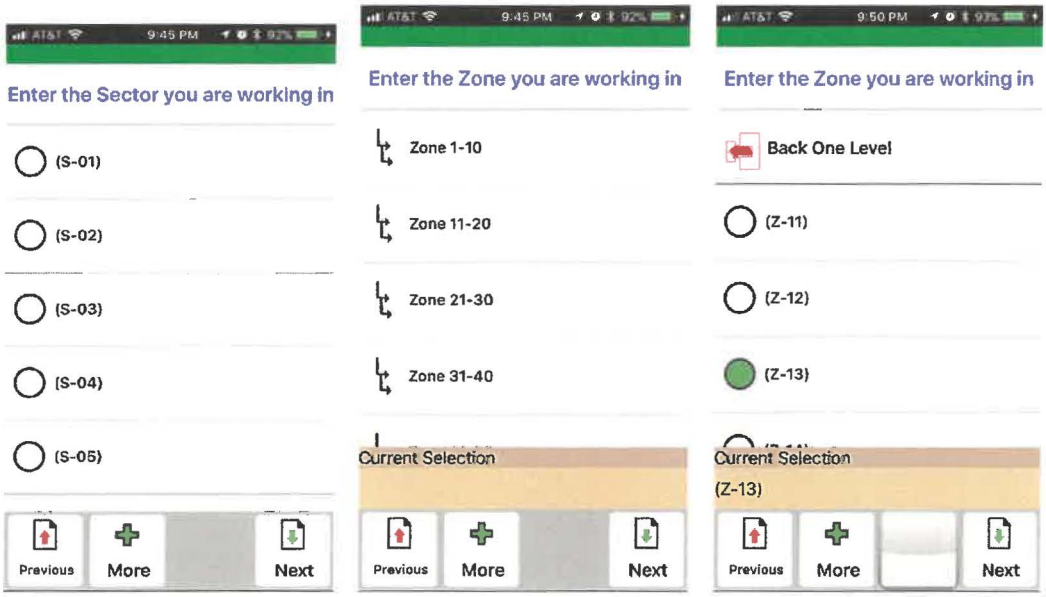
SDVO Monitoring Services, Automated Debris Management System (an ADMS Called Krinkle Debris Tracker, made by SDVO Monitoring Services's technology partner, Mobile Epiphany) works on all Android and Apple devices. It has a comprehensive Truck certification module that ensure timely and accurate certification of a large volume of trucks in a single day if required. See Screen shots below.

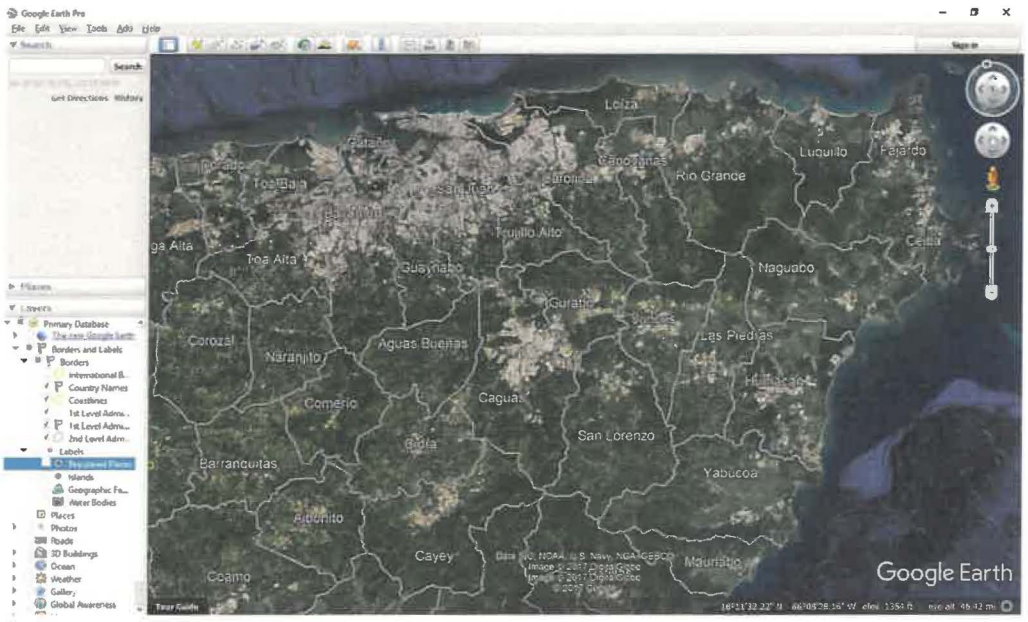




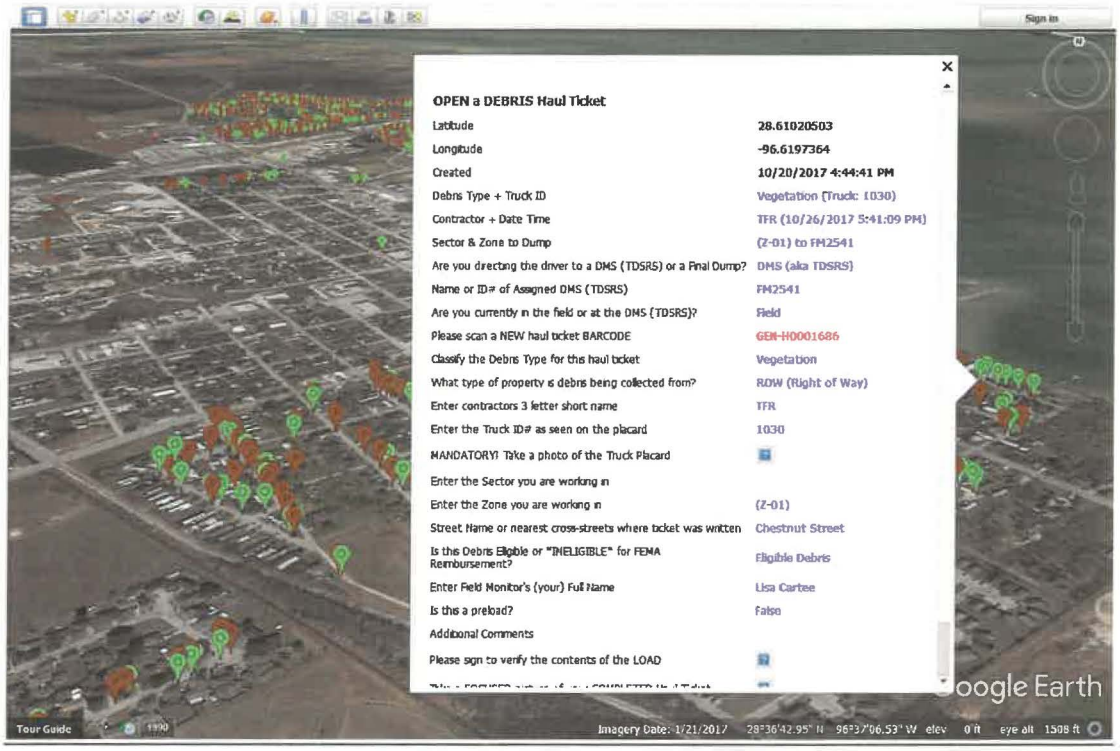
mapping/zone development, etc.

SDVO Monitoring Service's Automated Debris management System (ADMS) allows its project managers to rapidly define an entire geographical area into sectors and zones using Google Earth Pro, and then to define these sectors and zone for recording on the Haul tickets and within the mobile software. The ADMS has built in capabilities to easily visualize all levels of data with Google Earth. This keeps all areas easily tracked for progress on daily basis.

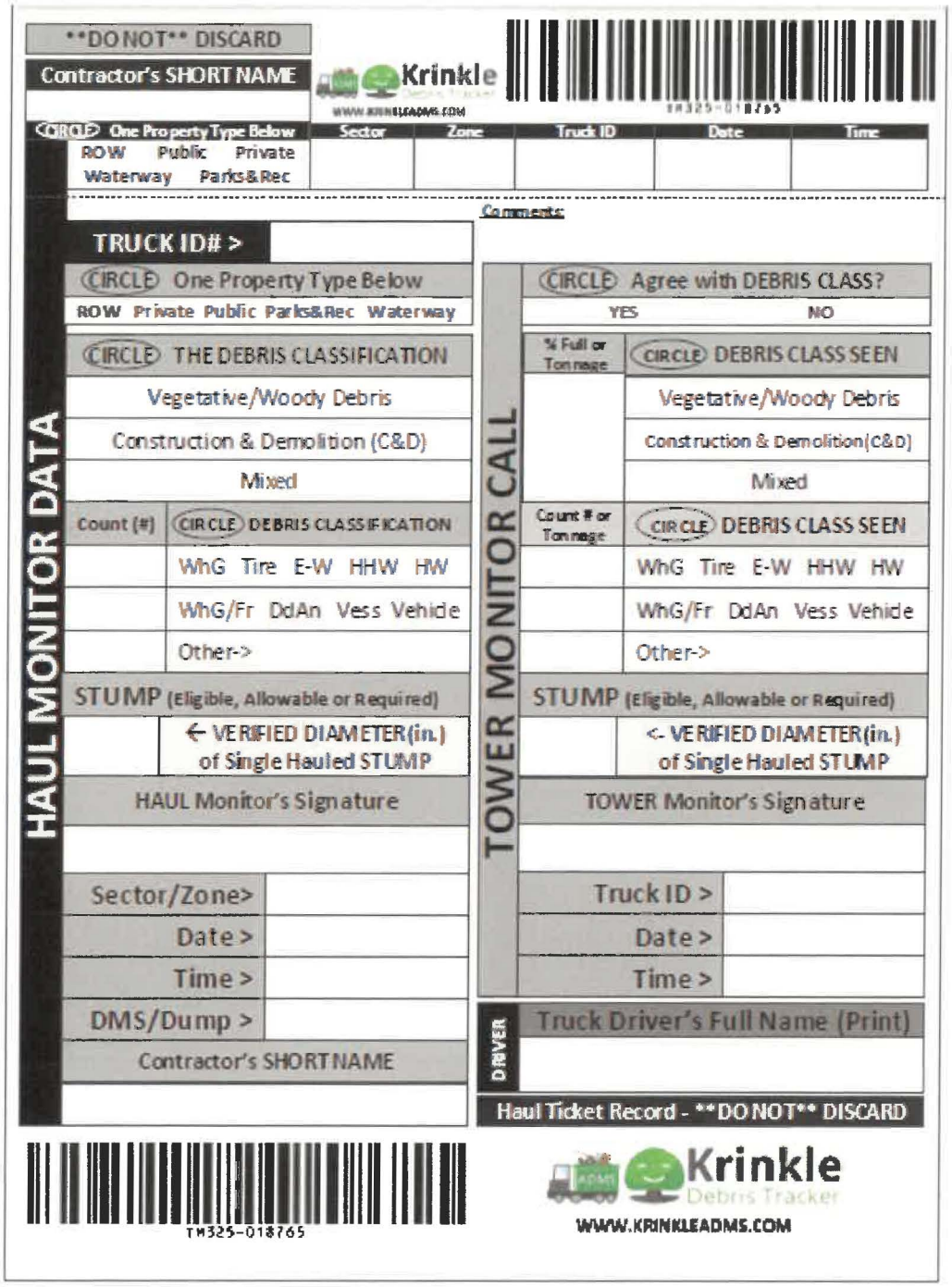



Google Earth Pro
File Edit View Tools Add Help
Loíza
Luquillo
Fajardo
Rio Grande
Toa Baja
Toa Alta
Trujillo Alto
Guaynabo
Naguabo
Ceiba
Corozal
Naranjito
Aguas Buenas
Las Piedras
Comerío
Caguas
San Lorenzo
Barranquitas
Yabucoa
Aibonito
Cayey
Maunabo
Coamo
Google Earth


Sign in
Image Landsat / Copernicus
© 2017 Google
Google Earth
Tour Guide
1990
Imagery Date: 1/21/2017 28°38'09.45" N 96°36'34.28" W elev 0 ft eye alt 1508 ft


Sign in
OPEN a DEBRIS Haul Ticket
Latitude 28.61020503
Longitude -96.6197364
Created 10/20/2017 4:44:41 PM
Debris Type + Truck ID Vegetation (Truck: 1030)
Contractor + Date Time TFR (10/26/2017 5:41:09 PM)
Sector & Zone to Dump (Z-01) to FM2541
Are you directing the driver to a DMS (TDSRS) or a Final Dump? DMS (aka TDSRS)
Name or ID# of Assigned DMS (TDSRS) FM2541
Are you currently in the field or at the DMS (TDSRS)? Field
Please scan a NEW haul ticket BARCODE GEN-H0001686
Classify the Debris Type for this haul ticket Vegetation
What type of property is debris being collected from? ROW (Right of Way)
Enter contractors 3 letter short name TFR
Enter the Truck ID# as seen on the placard 1030
MANDATORY! Take a photo of the Truck Placard
Enter the Sector you are working in
Enter the Zone you are working in (Z-01)
Street Name or nearest cross-streets where ticket was written Chestnut Street
Is this Debris Eligible or "INELIGIBLE" for FEMA Reimbursement? Eligible Debris
Enter Field Monitor's (your) Full Name Lisa Cartee
Is this a preload? False
Additional Comments
Please sign to verify the contents of the LOAD
oogle Earth
Tour Guide
Imagery Date: 1/21/2017 28°36'42.95" N 96°37'06.53" W elev 0 ft eye alt 1508 ft

The Debris Haul Ticket



DO NOT DISCARD

Contractor's SHORT NAME

Krinkle Debris Tracker
WWW.KRINKLEADMS.COM

TM325-018765

CIRCLE One Property Type Below	Sector	Zone	Truck ID	Date	Time
ROW Public Private Waterway Parks&Rec					

Comments:

HAUL MONITOR DATA

TRUCK ID# >

CIRCLE One Property Type Below

ROW Private Public Parks&Rec Waterway

CIRCLE THE DEBRIS CLASSIFICATION

Vegetative/Woody Debris

Construction & Demolition (C&D)

Mixed

Count (#)	CIRCLE DEBRIS CLASSIFICATION
	WhG Tire E-W HHW HW
	WhG/Fr DdAn Vess Vehicle
	Other->

STUMP (Eligible, Allowable or Required)

	← VERIFIED DIAMETER(in.) of Single Hauled STUMP

HAUL Monitor's Signature

Sector/Zone>	
Date >	
Time >	
DMS/Dump >	

Contractor's SHORTNAME

TOWER MONITOR CALL

CIRCLE Agree with DEBRIS CLASS?

YES NO

% Full or Tonnage	CIRCLE DEBRIS CLASS SEEN
	Vegetative/Woody Debris
	Construction & Demolition(C&D)
	Mixed

Count # or Tonnage	CIRCLE DEBRIS CLASS SEEN
	WhG Tire E-W HHW HW
	WhG/Fr DdAn Vess Vehicle
	Other->

STUMP (Eligible, Allowable or Required)

	<- VERIFIED DIAMETER(in.) of Single Hauled STUMP

TOWER Monitor's Signature

Truck ID >	
Date >	
Time >	

DRIVER

Truck Driver's Full Name (Print)

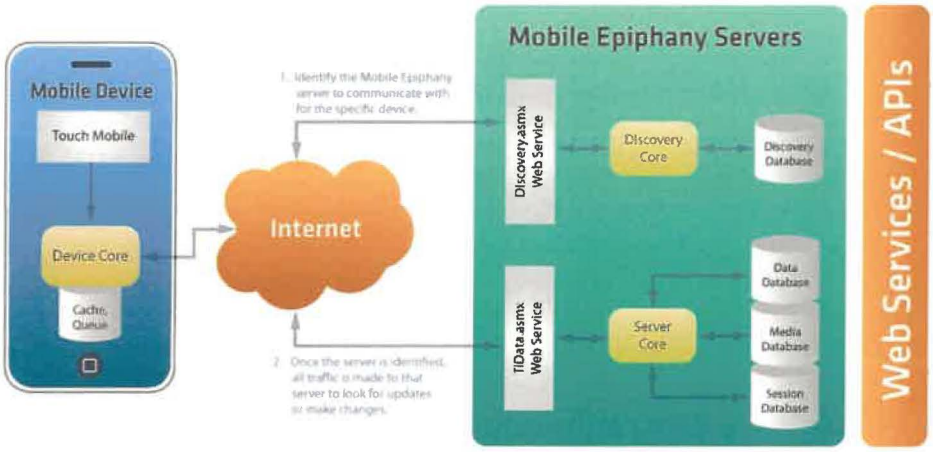
Haul Ticket Record - **DO NOT** DISCARD

TM325-018765

Krinkle Debris Tracker
WWW.KRINKLEADMS.COM

NOTE: SDVO Monitoring Service's ADMS is state of the art, and as such, maintains a complete system on each individual device, which can run for long periods of time ***without*** any connection to a live network (the internet). Only intermittent connectivity is required. All data is stored on the device in an encrypted database until such intermittent connectivity is available. SDVO Monitoring Services's ADMS was used in 11 missions in both Florida and Texas as a result of Harvey, Irma and Maria as well as it being used in the Northern California wildfires in 2017.

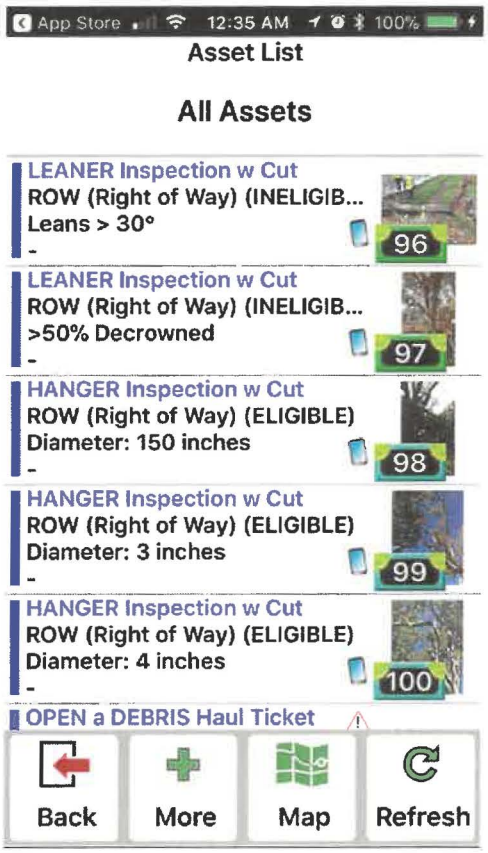
SDVO Monitoring Services will ensure that all its monitors, no matter the device they are using, will be able to synchronize their data to the server nightly for next day reporting. Below is a technical image of the systems architecture. Please note the presence of a SQL database on the individual mobile devices, allowing for long term disconnected states from a network. Note in the architectural image below, the presence of a SQL database on each individual mobile device.

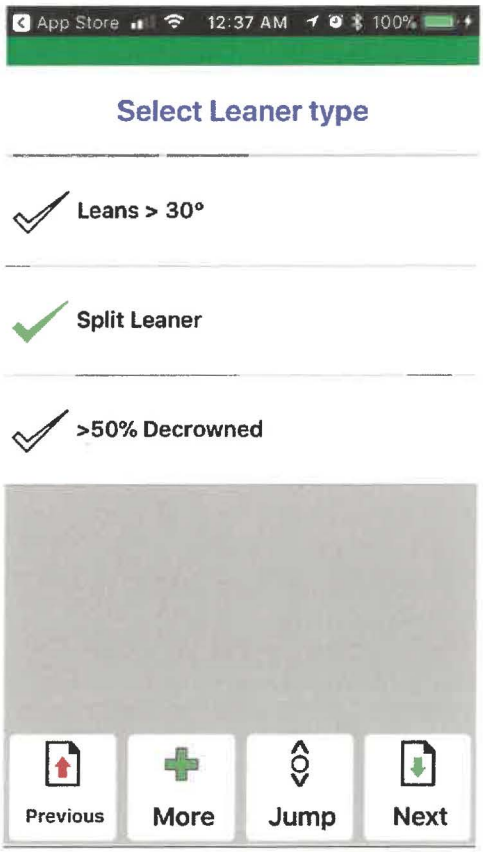


A live demonstration of the mobile application system, the reporting system and full geospatial visualization via google Earth can be made readily available upon request.

Field Documentation of Work

SDVO Monitoring Services ADMS system has complete modules for the real-time evaluation of FEMA eligible Leaners Hangers and Stumps as well as the means to document all photos, before-and-after, with its GPS, date and time stamped metadata. This metadata is outside the users control to alter, and thus acts as a means of proof of work and chain of evidence. Also, the system further records hidden metadata such as GPS, Date, time, user name etc. to further prevent fraud of any sort and make back-tracing of all events possible when reconciliation events are in question. The following screen shots from the app show different aspects of these LHS modules. The reporting section of this RFP will show the resulting reports.





App Store 12:37 AM 100%

This LEANER is ->ELIGIBLE<- for removal due to its size

This LEANER is **ELIGIBLE* due to its size

Previous | More | Jump | Next

App Store 12:35 AM 100%

Map View

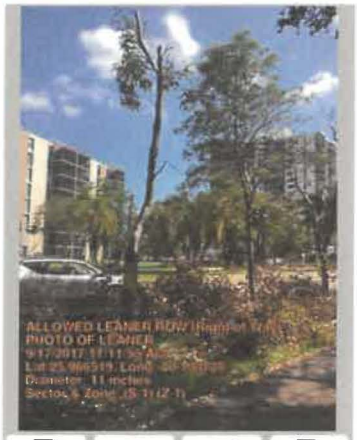
Select Asset Near You



Back | More | Center | Refresh

App Store 12:38 AM 100%

Photo of ELIGIBLE LEANER



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Scan a new Cut & Extract Ticket barcode

000-0040

Previous | More | Scan | Next

App Store 12:39 AM 100%

Photo of Tape Measured FLUSH CUT LEANER at ground

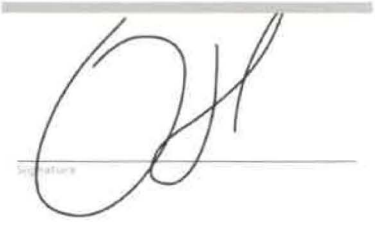


Previous | More | Modify | Next

App Store 12:39 AM 100%

Signature of Monitor

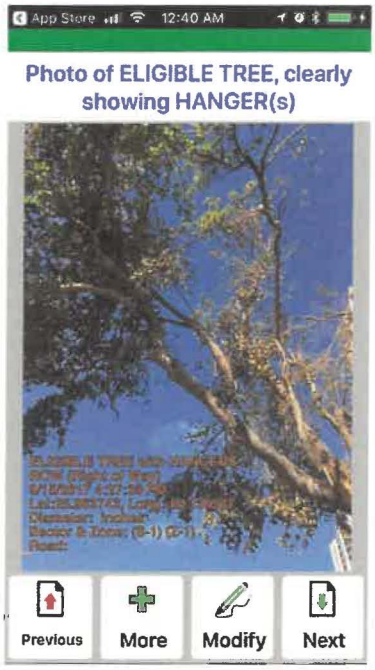
As the monitor, I certify the leaner was removed according to regulation.



Previous | More | Undo | Next

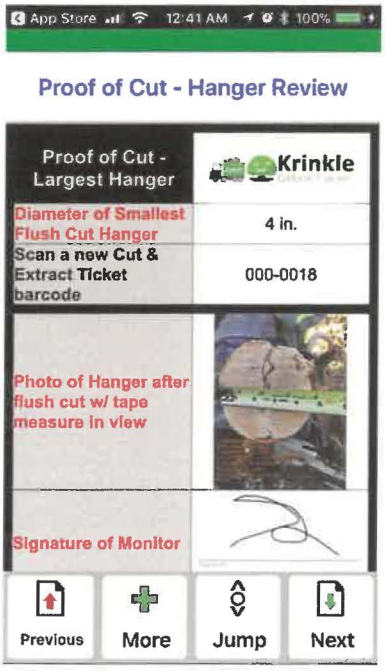

App Store 12:40 AM
Estimate the number of HANGERs in the tree
1
Previous
More
Jump
Next
1 2 3 4 5 6 7 8 9 0
- / : ; ( ) $ & @ "
#+= . , ? ! '
ABC
space
return


App Store 12:40 AM
Estimate diameter (in inches) of largest HANGER at its break point?
3
in.
Previous
More
Jump
Next
1 2 3 4 5 6 7 8 9 0
- / : ; ( ) $ & @ "
#+= . , ? ! '
ABC
space
return


App Store 12:40 AM
Photo of ELIGIBLE TREE, clearly showing HANGER(s)
Previous
More
Modify
Next


App Store 12:40 AM
ELIGIBLE TREE & HANGER DATA
Eligible TREE with HANGER(s) Review
Krinkle
Photo of ELIGIBLE HANGER(s) in the ELIGIBLE Tree
Hanger Location
What type of property is this TREE with HANGER(s) found on?
ROW (Right of Way)
Enter this HANGER TREE's SECTOR
Enter this HANGER TREE's ZONE
Previous
More
Jump
Next


App Store 12:41 AM 100%
How do you want to document HANGER cuts in this project?
Document every hanger cut
Document Smallest hanger only
Previous
More
Jump
Next

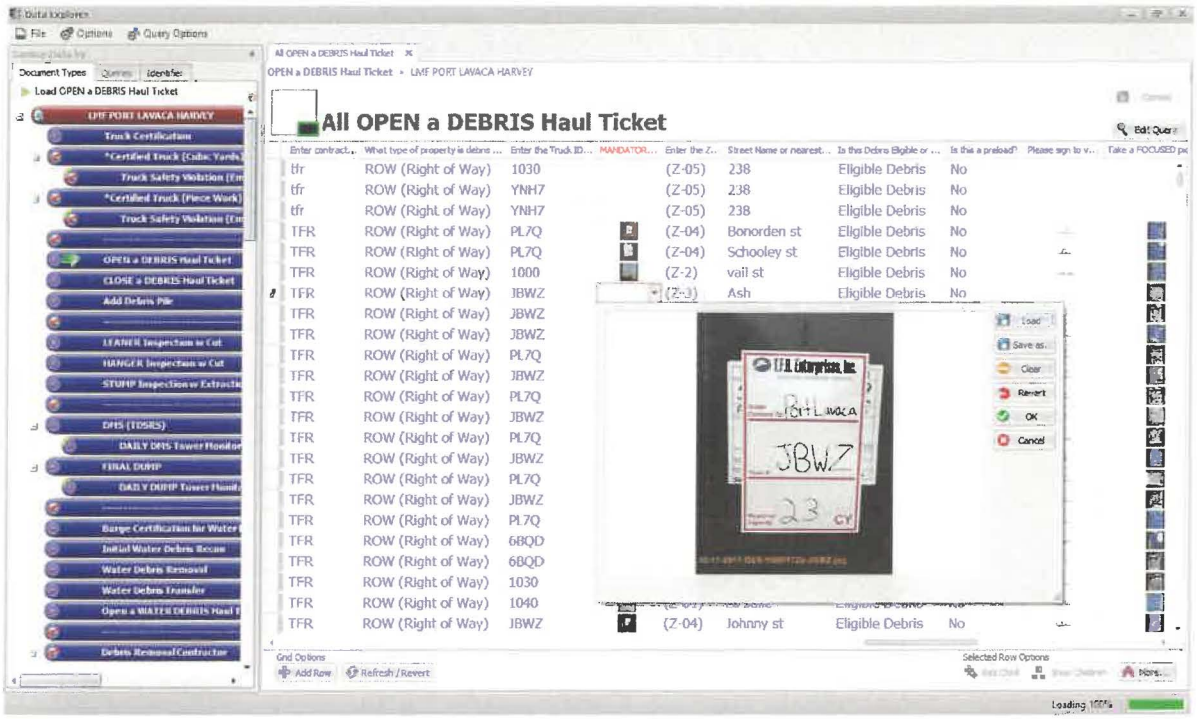

App Store 12:41 AM 100%
Proof of Cut - Hanger Review
Proof of Cut - Largest Hanger
Krinkle
Diameter of Smallest Flush Cut Hanger
4 in.
Scan a new Cut & Extract Ticket barcode
000-0018
Photo of Hanger after flush cut w/ tape measure in view
Signature of Monitor
Previous
More
Jump
Next

Assurance of Federal reimbursement is directly related to the quality and detail of the data which proves the work. In addition to the comprehensive nature of the data required, it depends on the clarity and readability of the reporting that can be provided. Finally, it depends on the rich layer of hidden metadata (GPS, date, time, user name etc.) that may be called upon to support an audit. SDVO Monitoring Services ADMS not only meets and exceeds the data requirements set forth by FEMA's PAPPG and FEMA 325 regulations, but it collects it in such a way as to be readily available for reporting, analysis and review.

The next many pages will show some (but not all) examples of how this data is viewed, explored and communicated to others from within SDVO Monitoring Service's ADMS system. Communication methods include a multitude of comprehensive and easy to read reports, an ADMS tool called the Data Explorer and a tool that generates "On demand" Google earth KMZ files for viewing.

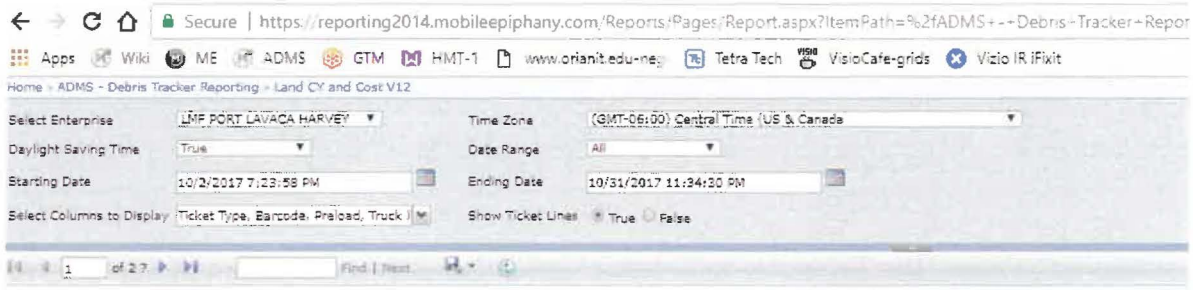
1. The data explorer is an "always on" tool ready for use by data managers who need to sort, filter, query, and manage data in near real time.




Data Explorer
File
Options
Query Options
Document Types
Queries
Identifier
Load OPEN a DEBRIS Haul Ticket
LMF PORT LAVACA HARVEY
Truck Certification
*Certified Truck (Cubic Yards)
Truck Safety Violation (Em
*Certified Truck (Piece Work)
Truck Safety Violation (Em
OPEN a DEBRIS Haul Ticket
CLOSE a DEBRIS Haul Ticket
Add Debris Pile
LEANER Inspection w Cut
HANGER Inspection w Cut
STUMP Inspection w Extracti
DMS (TDSRS)
DAILY DMS Tower Monitor
FINAL DUMP
DAILY DUMP Tower Monit
Barge Certification for Water
Initial Water Debris Recon
Water Debris Removal
Water Debris Transfer
Open a WATER DEBRIS Haul T
Debris Removal Contractor
All OPEN a DEBRIS Haul Ticket
OPEN a DEBRIS Haul Ticket ▸ LMF PORT LAVACA HARVEY
All OPEN a DEBRIS Haul Ticket
Edit Query
Enter contract... | What type of property is debris ... | Enter the Truck ID... | MANDATOR... | Enter the Z... | Street Name or nearest... | Is this Debris Eligible or ... | Is this a preload? | Please sign to v... | Take a FOCUSED pic
tfr | ROW (Right of Way) | 1030 | (Z-05) | 238 | Eligible Debris | No
tfr | ROW (Right of Way) | YNH7 | (Z-05) | 238 | Eligible Debris | No
tfr | ROW (Right of Way) | YNH7 | (Z-05) | 238 | Eligible Debris | No
TFR | ROW (Right of Way) | PL7Q | (Z-04) | Bonorden st | Eligible Debris | No
TFR | ROW (Right of Way) | PL7Q | (Z-04) | Schooley st | Eligible Debris | No
TFR | ROW (Right of Way) | 1000 | (Z-2) | vail st | Eligible Debris | No
TFR | ROW (Right of Way) | JBWZ | (Z-3) | Ash | Eligible Debris | No
TFR | ROW (Right of Way) | JBWZ
TFR | ROW (Right of Way) | JBWZ
TFR | ROW (Right of Way) | PL7Q
TFR | ROW (Right of Way) | JBWZ
TFR | ROW (Right of Way) | PL7Q
TFR | ROW (Right of Way) | JBWZ
TFR | ROW (Right of Way) | PL7Q
TFR | ROW (Right of Way) | JBWZ
TFR | ROW (Right of Way) | PL7Q
TFR | ROW (Right of Way) | JBWZ
TFR | ROW (Right of Way) | PL7Q
TFR | ROW (Right of Way) | 6BQD
TFR | ROW (Right of Way) | 6BQD
TFR | ROW (Right of Way) | 1030
TFR | ROW (Right of Way) | 1040
TFR | ROW (Right of Way) | JBWZ | (Z-04) | Johnny st | Eligible Debris | No
Load
Save as...
Clear
Revert
OK
Cancel
JBWZ
23 CY
Grid Options
Add Row
Refresh / Revert
Selected Row Options
More...
Loading 100%


Data Explorer
File
Options
Query Options
Document Types
Queries
Identifier
Load OPEN a DEBRIS Haul Ticket
LMF PORT LAVACA HARVEY
Truck Certification
*Certified Truck (Cubic Yards)
Truck Safety Violation (Em
*Certified Truck (Piece Work)
All OPEN a DEBRIS Haul Ticket
OPEN a DEBRIS Haul Ticket ▸ LMF PORT LAVACA HARVEY
All OPEN a DEBRIS Haul Ticket
Edit Query
Enter contract... | What type of property is debris ... | Enter the Truck ID... | MANDATOR... | Enter the Z... | Street Name or nearest... | Is this Debris Eligible or ... | Is this a preload? | Please sign to v... | Take a FOCUSED pic
tfr | ROW (Right of Way) | 1030 | (Z-05) | 238 | Eligible Debris | No
tfr | ROW (Right of Way) | YNH7 | (Z-05) | 238 | Eligible Debris | No

2. The "Land Debris Haul Mission Summary Report" is an Excel report which is run from the SQL database which summarizes all categories of debris collected (per time frame selected) in an easy to read summary format. This summary report also includes special sheets that show every ticket "Auto-reconciled", shows potential Fraud detection and calculates Jurisdictional costs based on their contract with the hauler.



10/31/2017 11:34:40 PM (GMT-06:00 DST)

LMF PORT LAVACA HARVEY

Cubic Yardage and Cost Summary (All Property Types)

This is not an invoice and data is subject to change

Debris disposed of from 10/2/2017 7:23:58 PM to 10/31/2017 11:34:30 PM

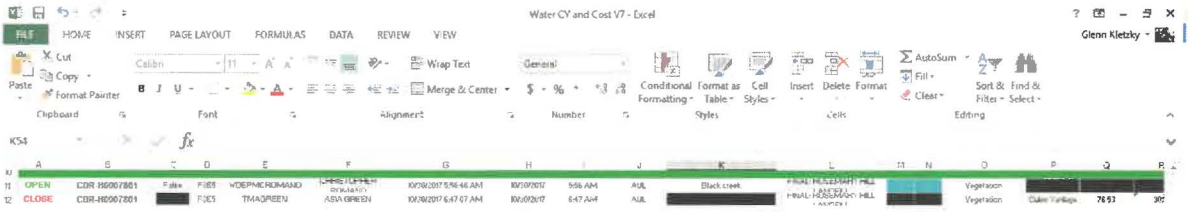
Debris Removal

DMS: FM2541 (CY)	25.465.57				

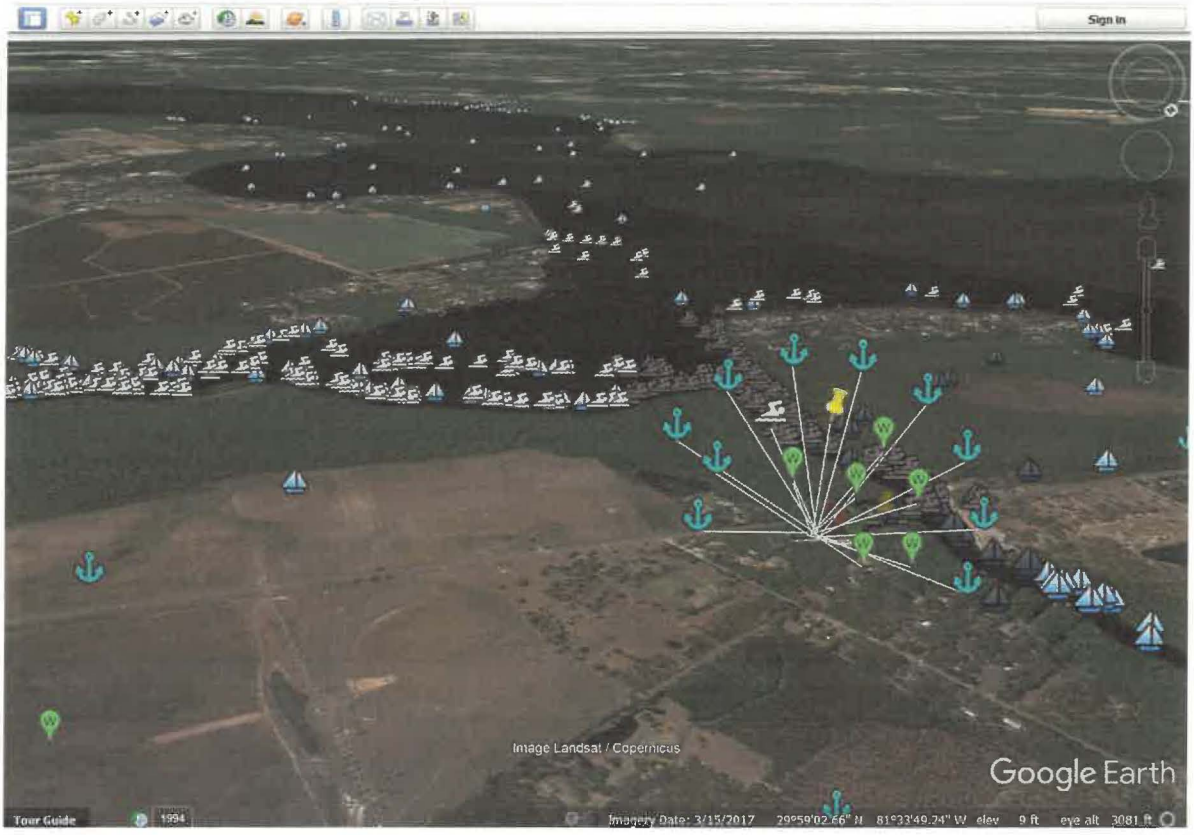
Total Costs This Date Range:

Auto-Reconciled tickets are in GREEN

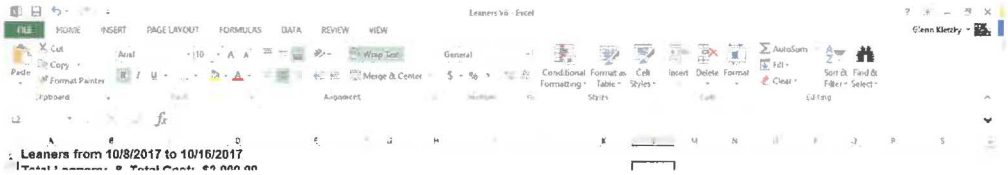
Auto-matched but unreconciled Tickets requiring further investigation due to mismatched data detected are marked in RED



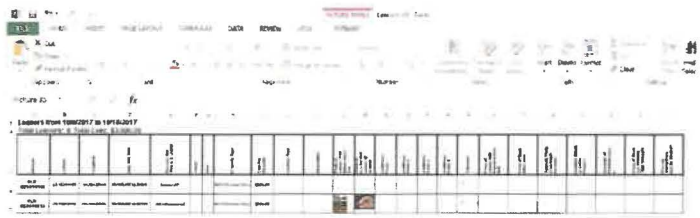
3. The "Water Debris Haul Mission Summary Report" is an Excel report which is run from the SQL database which summarizes all categories of debris collected (per time frame selected) in an easy to read summary format. This summary report also includes special sheets that show every ticket "Auto-reconciled", shows potential Fraud detection and calculates Jurisdictional costs based on their contract with the hauler. It looks identical to the Land haul debris summary report and the auto reconciler report shown above. However here is the appearance of a large waterway in Florida as it appears on google Earth as a result of the waterway debris mission. Note the unique icons representing the barges vs the lead cutting teams as well as the transfers at the transfer point.



4. The "Leaner Cut & Root Ball Extraction with Backfill Report" includes all data collected in the Leaner removal mission, including proof of FEMA eligibility and proof of work in the form of high resolution images, detailed meta data (GPS, Date, time, user etc.) and contract-based costs calculations

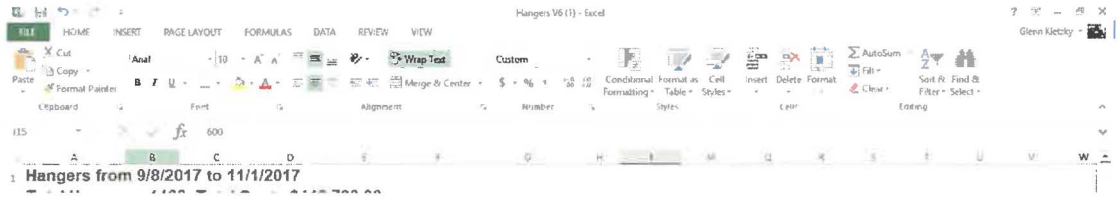


Note: all images in the excel report are exported in full resolution and can viewed as such by simply stretching the corner of the image. An example is shown here:

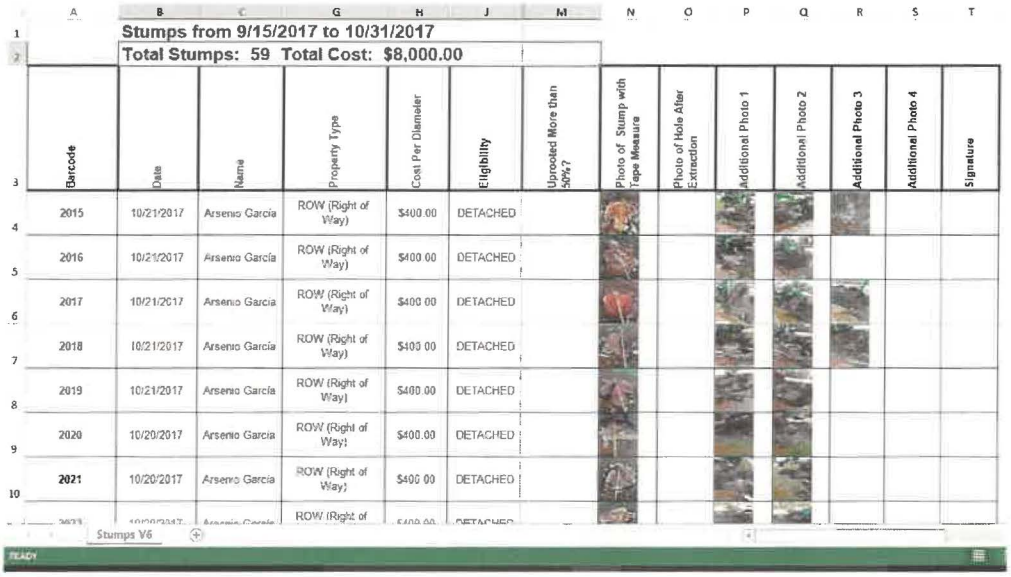




5. The "Hanger Cut Report" includes all data collected in the Hanger cut mission, including proof of FEMA eligibility and proof of work in the form of high resolution images, detailed meta data (GPS, Date, time, user etc.) and contract-based costs calculations.



6. The "Stump Extraction Report" includes all data collected in the Stump extraction mission, including proof of FEMA eligibility and proof of work in the form of high resolution images, detailed metadata (GPS, Date, time, user etc.) and contract-based costs calculations.



Stumps from 9/15/2017 to 10/31/2017

Total Stumps: 59 Total Cost: $8,000.00

Barcode	Date	Name	Property Type	Cost Per Diameter	Eligibility	Uprooted More than 50%?	Photo of Stump with Tape Measure	Photo of Hole After Extraction	Additional Photo 1	Additional Photo 2	Additional Photo 3	Additional Photo 4	Signature
2015	10/21/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
2016	10/21/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
2017	10/21/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
2018	10/21/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
2019	10/21/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
2020	10/20/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
2021	10/20/2017	Arsenio Garcia	ROW (Right of Way)	$400.00	DETACHED								
			ROW (Right of		DETACHED								

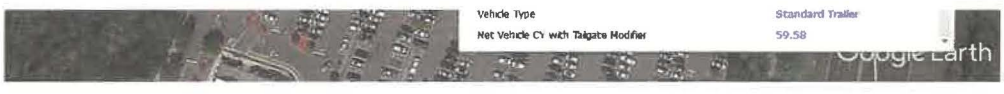
Stumps V6

READY

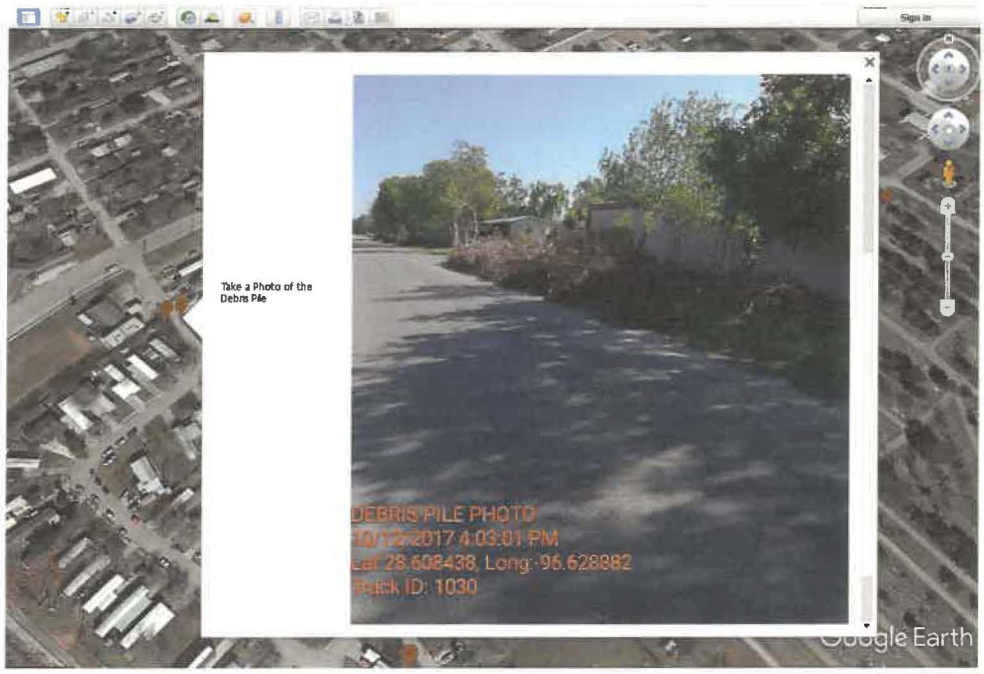
7. Google Earth based Geospatial visualizations of

   a. Where each certification of a truck took place, including all measured values, as well as all truck, driver and placard placement photos

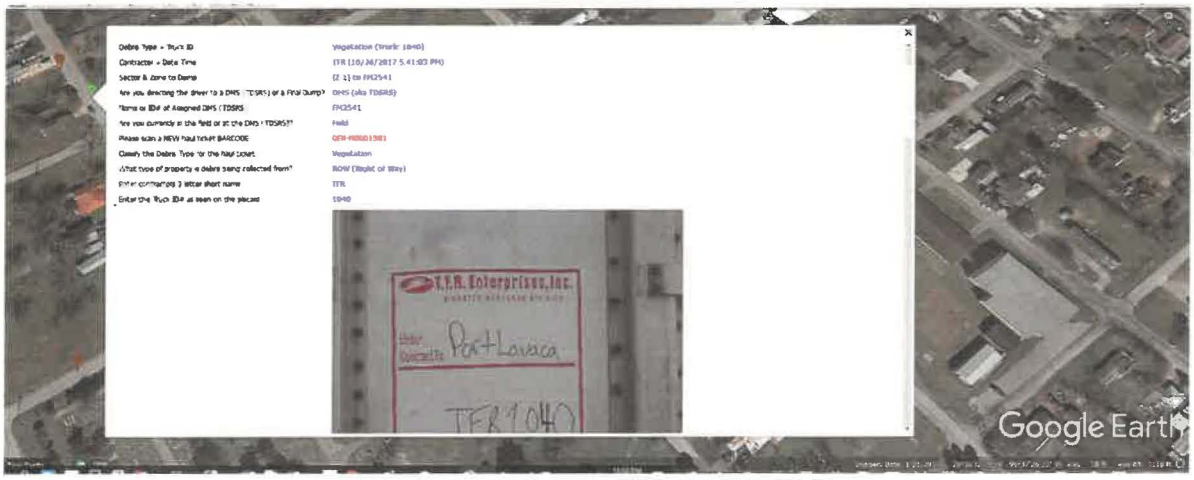




   b. Locations of each Land-Based debris pile before it goes into a Certified truck, including GPS date and time tagged photos



c. Locations of each LAND DEBRIS haul ticket initiated and the data within that ticket, including GPS date and time tagged photos as well as images of the original ticket BEFORE it is handed to the driver



d. Locations of each Water-Based debris pile before it goes into a placarded Extraction barge, including GPS date and time tagged photos

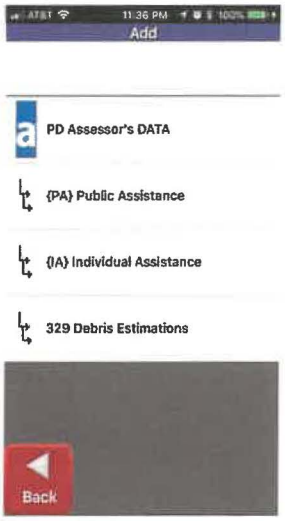
e. Locations of each Water-Based transfer from a placarded barge to a placarded (certified for CY) Truck at the extraction point, including GPS date and time tagged photos

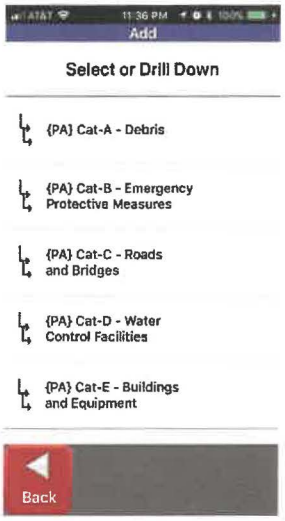
f. Locations of each WATER DEBRIS haul ticket initiated and the data within that ticket, including GPS date and time tagged photos as well as images of the original ticket BEFORE it is handed to the driver

g. Locations of each LAND-DEBRIS and WATER DEBRIS haul ticket closed at the DMS or Final Disposal site and the data within that closed Haul ticket, including the volume % call from the Tower Monitor, the GPS date and time tagged photos as well as images of the CLOSED HAUL ticket BEFORE it is handed to the driver. Images also include multiple views of the contents of the truck from which the Debris stream and percentage call were determined.

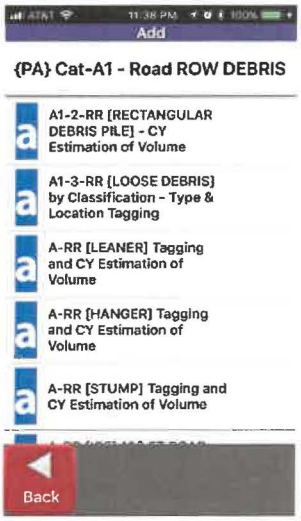
SDVO Monitoring Services will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

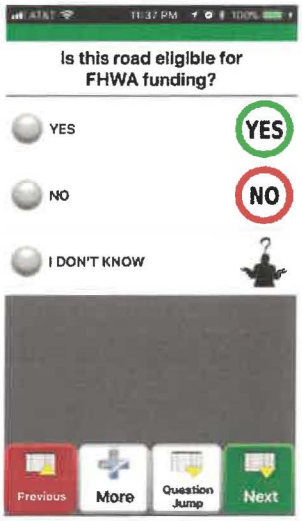
SDVO Monitoring Services has a state-of-the-art, Category-A Debris Volume Assessment Mobile application as well that allows for its trained employees to record large volumes of CAT-A debris prior to any haul mission (if required) very rapidly and to project over all volumes from partial, representative volume assessments if required. Below are some screen shots from that application



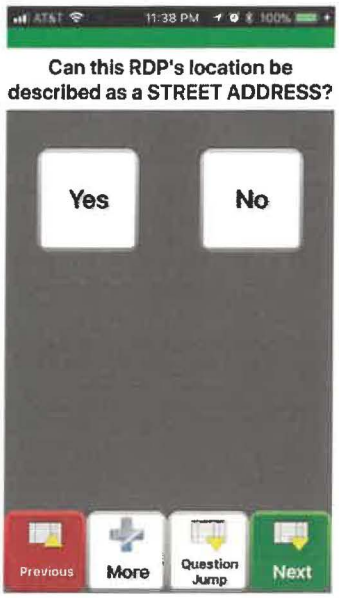






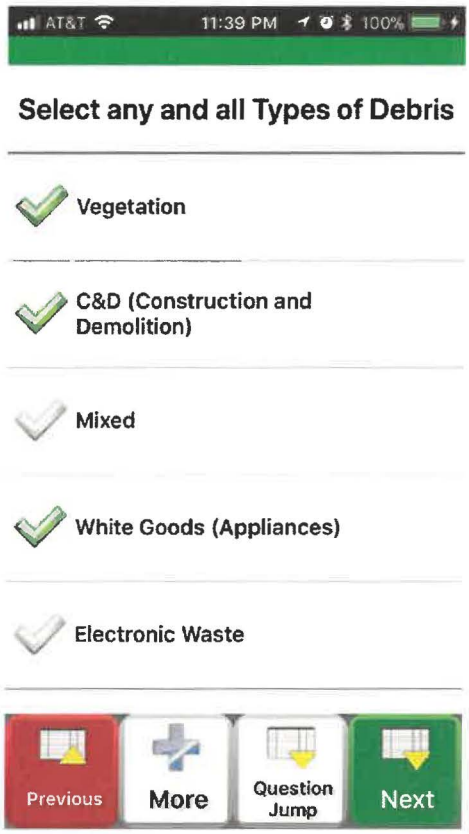





AT&T 11:38 PM 100%
Can this RDP's location be described as a STREET ADDRESS?
Yes
No
Previous
More
Question Jump
Next


AT&T 11:38 PM 100%
Enter the Length of the Debris pile in FEET
400
Previous
More
Question Jump
Next
1 2 3 4 5 6 7 8 9 0
- / : ; ( ) $ & @ "
#+= . , ? ! '
ABC
space
return


AT&T 11:38 PM 100%
Calculated Volume of Debris in Cubic Yards
Result
2222
Previous
More
Question Jump
Next


AT&T 11:39 PM 100%
Select any and all Types of Debris
Vegetation
C&D (Construction and Demolition)
Mixed
White Goods (Appliances)
Electronic Waste
Previous
More
Question Jump
Next


AT&T 11:39 PM 100%
How many White Good Pieces have REFRIGERANT in them?
5
Previous
More
Question Jump
Next
1 2 3 4 5 6 7 8 9 0
- / : ; ( ) $ & @ "
#+= . , ? ! '
ABC
space
return

Collection Monitoring of Roads

Rights-of-Way and Public Property Debris Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement.

The street address and/or GPS coordinates will be recorded on each load ticket.

This data will also be recorded within SDVO Monitoring Service's ADMS via its mobile application

The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc.

This data will also be recorded within SDVO Monitoring Services ADMS via its mobile application

The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating.

Load ticketing and documentation will also be performed for hazardous tree and limb removal.

A special ticket designed just for these specialty missions will also be used. These are referred to as "Cut and Extract" tickets, to distinguish them from "Haul Tickets". Here is an image of this ticket.

The Leaner/Hanger Cut and Stump Extraction ticket

DO NOT DISCARD

Contractor's SHORT NAME

Krinkle

CIRCLE One Property Type Below	Sector	Zone	Truck ID	Date	Time
ROW Public Private Waterway Parks&Rec					

LEANERS, HANGERS & STUMPS

CIRCLE one PROPERTY TYPE & PAY TYPE
ROW Private Public Parks&Rec Waterway
LEANER TREE (Eligible or Allowable)
Issue 1 ticket per LEANER TREE!
← VERIFIED DIAMETER (in.) of Single LEANER TREE
HANGER LIMBS (Number in Tree)
Issue 1 ticket per HANGER TREE!
← Number of HANGER CUTS in the TREE
STUMP (Eligible or Allowable)
Issue 1 ticket per Extracted STUMP!
← VERIFIED DIAMETER (in.) of Single Extracted STUMP
LHS Monitor's Signature

Truck ID >	
Date >	
Time >	
Sector/Zone >	
Contractor >	

INDIVIDUAL ELIGIBLE HANGERS (ONLY IF PAID PER CUT)

INDIVIDUAL ELIGIBLE HANGER CUTS (≥ 2 in. Diameter)

HANGER #	Diameter
1	in.
2	in.
3	In.
4	In.
5	In.
6	in.
7	in.
8	in.
9	in.
10	in.
11	in.
12	in.
13	in.
14	in.
15	in.

DRIVER

Truck Driver's Full Name (Print)

LHS Ticket - **DO NOT** Discard

ADMS Krinkle Debris Tracker

WWW.KRINKLEADMS.COM

Comments:

TM325-018765

If This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition.

Additional modules within SDVO Monitoring Services ADMS are specifically designed to assist in the intricacies of these missions that make them different from the traditional hauling of debris.

Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project.

SDVO Monitoring Services will also ensure that all private property documents required to be signed by residents for ROE missions are managed.

Field monitoring of debris haulers shall be performed in accordance with current FEMA, and state requirements and in coordination with the Agency.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information.

SDVO Monitoring Services training approach to all levels of participants in the mission is comprehensive. Even at the level of haul monitors and tower monitors, all persons are trained in the exact details of their mission.

Mission specifics are repeated every morning at the morning safety meetings such as the definition of ROW, the minimum allowable specifications for eligibility of leaners, hangers and stumps, the requirement not to mix debris stream and beyond. They are again briefly reviewed each night at re-assembly when all ADMS mobile devices are fully synchronized to the server for reporting.

In addition, SDVO Monitoring Services ADMS software isn't simply a form app that a monitor fills out. It is a "guided process app" that takes the monitor from step to step, telling them what to measure, what to photograph etc. It even ***determines eligibility for them*** (based on the measurements and other data they enter) the eligibility of their. A demonstration of our guided process mobile applications can be requested at any time.

Comprehensive training is given to all mission participants prior to being allowed to work in the field and training repeats incrementally every day to ensure that all workers are clear on the nuances and details of their daily mission.

The Monitor will be required to perform adequate training for locally hired staff at no expense to the Agency.

As all monitors are trained in the context of the ADMs they are all using, safety and FEMA eligibility training is part and parcel of the ADMs training and as stated previously, continues daily in the daily meetings.

All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

All monitors are taught the FEMA's mission language and this lexicon is reinforced continuously via use the mobile application and daily meetings.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

In addition to some of the roles already mentioned in this RFP with respect to the ADMS (such as Truck Certifier, Debris Haul Monitor and Tower monitor) many other roles and supporting applications exist. One is called the "Safety Supervisor". All roving monitors, field coordinators and supervisory personnel have this additional app capability on their device. This allows them to not only perform many aspects of the mission previously mentioned, but it also allows them to capture data on safety violations and other violations of haulers, their crews, their drivers and even the monitors as well. This data is transmitted to the database as a permanent record just like all other data mission (including all met data such as GPS position of the violation, date, time photos, etc.), and available for google earth review and general reporting.

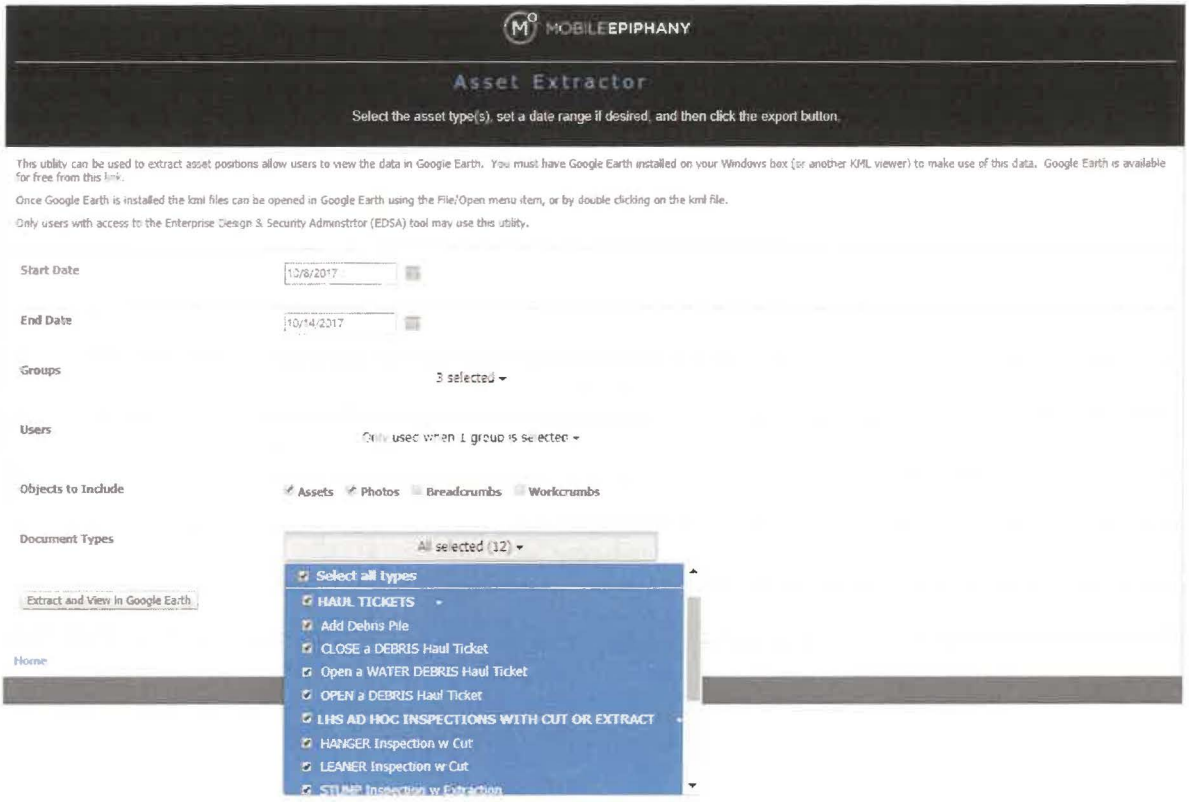
All relatively minor violations will be reviewed by SDVO Monitoring Services **and handled directly with the agency whose employees were involved**. Repeat offenses and/or major offenses will be forward directly to the offending agency and the jurisdiction for ***immediate*** review.

Project Mapping

Maps will be used to document the debris removal progress.

Every geospatial aspect of the debris mission, including the "breadcrumbs" extracted from the user's devices, will be permanently recorded in SDVO Monitoring Services database and readily available for viewing within Google earth.

Below is an example of the interface that allows a user to select what they want to see in a Google Earth file (called a KML file) and below are some examples of those files as viewed in both the land and water missions currently underway in Florida and Texas while using SDVO Monitoring Service's ADMS.



The final pass along each roadway will be mapped for the Agency's information, and FEMA documentation.

In fact, every pass of every truck and every monitor from start to end of the mission will be visible on google earth and can be filtered by date range, truck, monitor, contractor and many other attributes of the mission. The visualization options are comprehensive and robust.

Note : Once the KML file requeste4d is loaded into google Earth, all the aspects of that file can be shown or hidden, in real time, at the click of a button. Also note that unique icons are used for each pushpin, making identifying what you are looking at, even before selecting the pushpin to see the details, easy and straight forward.

Monitor will assist the Agency in public communication and will document and relay any citizen complaints for action by the contractor or the Agency.

Readily available Google Earth files, which can be shared via web sites and emails, assures that this level of communication is straight forward with the freely available google earth application. For the less technically inclined, screen shots from Google Earth can be shared.

Truck Certification

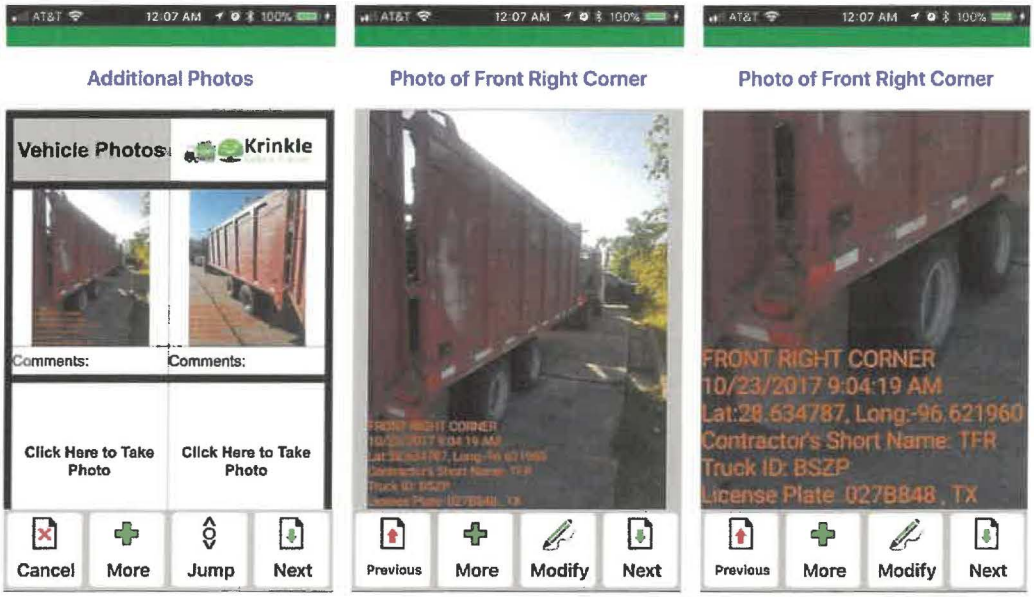
Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines.

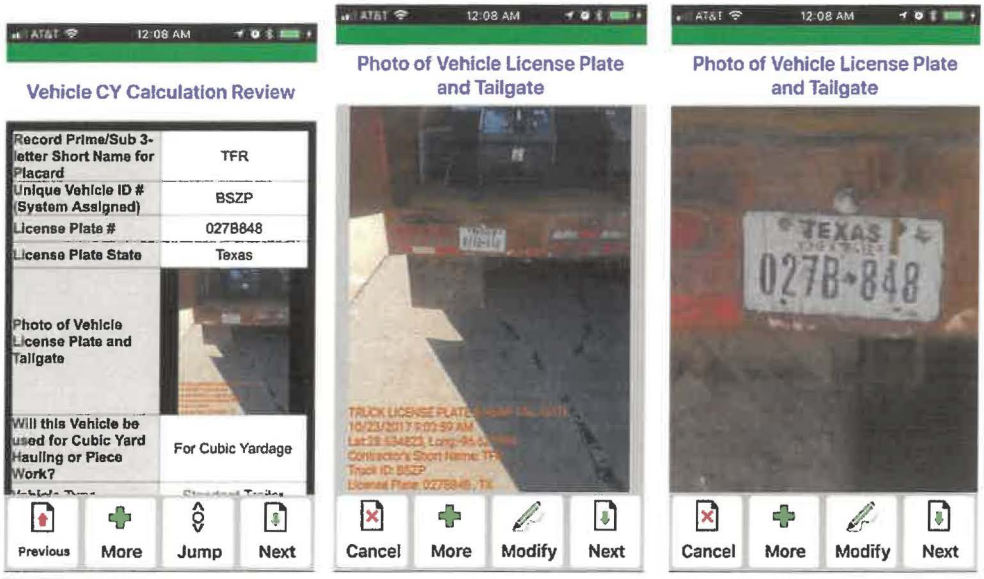
A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing.

SDVO Monitoring Services ADMS has a unique, easy to use and comprehensive guided process on its mobile app to carry an individual through a highly detailed and accurate certification process for all trucks of all geometries. Upon completion of the Certification, the system automatically generates a printed report and stores in the data in the database to enable to automatic calculation of reconciled tickets and the payments due. It also provides a means 9via its photographs, for supervisors to easily look up trucks on their device to see if the configuration has in any way changed since the certification was performed.

Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards.

Due to the ability of supervisory personnel to be able to instantly look up any truck by its unique identifier (as seen on its placard) and see all original photos taken at the time of original certification, this is well covered. Here are screen shots used in the app for the supervisory personnel to perform this oversight task with ease.





In addition, we typically draw a small random shape, like a triangle or a square, on any placard whose truck used side boards at the time of certification. This allows for easy identification of trucks that used to have sideboards and which suddenly do not. We do not explain to the drivers or the contractor (or even our own monitors) what these symbols mean. Only the Truck Certifiers and the Safety Supervisors are apprised of this technique.

Photographs of the vehicle and its driver shall be documented.

This is a common aspect of our ADMS (and follows best practices)

Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

This is a common practice of SDVO Monitoring Services (and follows best practices)

Quality Control/Quality Assurance

A QA/QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions.

Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement from FEMA for eligible project expenses. SDVO Monitoring Services systematic approach to QC is as follows:

- Comprehensive initial training of all monitors on the nuances of the PAPPG and FEMA 325
- Daily morning joint safety meetings with quick and relevant mission training reviews
- A state-of-the-art Mobile app that both allows the monitor to collect data while "guiding" each user through their role's relevant process.
- Nightly re-assembly of the teams to confirm synchronization of their data to the server (so that no one leaves for the night with data on their phone which has not been sent to the server)
- Review of missing or poor data as seen during the previous day with the specific monitors who need additional training.

DMS/Disposal Sites

Monitors will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds.

This is a common practice of SDVO Monitoring Service's training (and follows best practices)

Monitors will also make sure that the trucks are empty as they leave the site.

Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example).

This is a common practice of SDVO Monitoring Service's training (and follows best practices). Additionally, as previously stated, the ADMS Mobile app for supervisory staff supports this practice.

Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.

Fully supported via our training and our ADMS

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis.

Load ticket data is downloaded daily (not manually entered) via synchronization of each monitors mobile app into the ADMS. The data is then automatically reconciled where possible and flagged for irregularities by the software where noted. Irregular and irreconcilable data is easily identified and will be managed and corrected daily

This information can be provided to the Agency, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable.

This is easily done via the ADMS.

Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Agency.

This is performed regularly via the tools and reports (previously reviewed) present in the ADMS.

Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates.

Directly managed via the ADMS

Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support

Monitor may be asked to assist the Agency in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website.

This also may include assistance with press releases, public notices, and other public information functions.

All functions will be performed in a manner to maximize federal and state reimbursement.

Through our technology partners, SDVO Monitoring Services is ready to provide all such services per the fees set forth with this RFP. We maintain a highly flexible support system and can rapidly create a website with regular community updates if required. Our systems also allow view only access which can be granted to Supervisors or Representatives of the contracting organizations who can have real time access to data and report the data they see themselves. SDVO Monitoring Services, strives for transparancy.

Funding Support

The Monitor shall assist the Agency in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Agency to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Agency and FEMA personnel with Project Worksheets, Versions, etc.

SDVO Monitoring Services uses a Debris Quantity Estimation mobile app (Cat-A debris) built on the same platform as the ADMS. It allows highly detailed estimations of debris, with proof of debris via GPS, date and time stamped photos, full reporting and full Google Earth visualizations to support the debris estimation mission. Screen shots were shown previously. It also validates the eligibility of leaners hangers and Stump if a recon mission is required prior to cutting and extracting.

Monitor shall be prepared to assist Agency with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies.

This will be supported via our subject matter experts.

Monitor shall be prepared to assist the Agency, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding.

This will be supported via our subject matter experts

Monitor shall be prepared to assist Agency in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Agency is interested in selecting one or more monitoring firms with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

Right-of-Entry (ROE) administration and data base management

ROW and private property vegetative/C & D hazard removal monitoring

ROW and private property demolition coordination and monitoring,

Monitoring of marine debris removal and beach sand cleaning

Other Related Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

SDVO Monitoring Servicess has the experience, tools and people to support all these missions.

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Daily AM safety meetings are held with all field personnel. They are brief but vital to best practices.

Coordination Meetings with Contractor(s) Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Agency manage contractor damages.

Damages caused by the contractor are easily tracked in our ADMs by the Safety supervisor and other supervisory personnel via their mobile app. This includes all details of the incident, as well as GPs, date and time stamped photos of the incident.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Agency as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

TAB F: Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
PO Box 39735
Chicago IL 60694-9700

License#: 13
SDVOMON-01

CONTACT NAME:
PHONE (A/C, No, Ext): 228-863-5362 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brierfield Insurance Company	10993
INSURER B : FCCI Insurance Company	10178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SDVO Monitoring Services, LLC
534 Hwy 26 E
Poplarville MS 39470

COVERAGES **CERTIFICATE NUMBER:** 406154002 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1562568	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			1562568	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** [X] OCCUR			1562568	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000.
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			1562568	7/1/2025	7/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin FL, 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

RFP Release Date:	August 21, 2025
Non-Mandatory Pre-Conference:	September 4, 2025 at 11am CT
Written Questions Due:	September 11, 2025
Response to Questions:	September 18, 2025
Proposals Due:	September 25, 2025 at 2pm CT

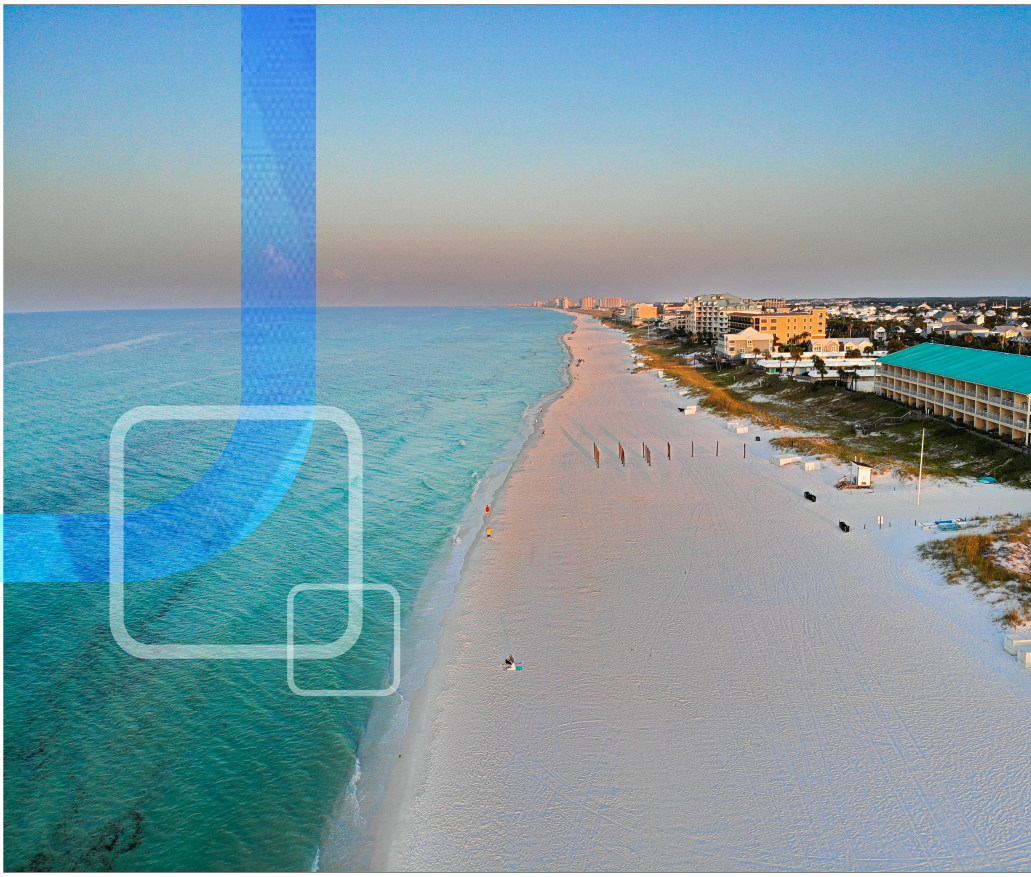
City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

TETRA TECH







Tab A: Representation and Certifications

Leading with Science®

Proposal Forms

Tetra Tech has provided Exhibits A-P on the following pages.

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 8/27/2025
Addendum No. 2, Dated 9/11/2025
Addendum No. 3, Dated 9/17/2025
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Tetra Tech, Inc.

Authorized Representative's Name: Jonathan Burgiel

Title: Business Unit President

Email: TDR.contracts@tetratech.com

Phone Number: 407.803.2551

Address: 2301 Lucien Way, Ste. 120

Address: Maitland, FL 32751-7024

Authorized Signature: Jonathan Burgiel

JB

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one Board of Directors/ Partners of Tetra Tech, Inc.

_____ a business existing under the laws of the State of Florida, (the "Entity") held on September 23, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that, Jonathan Burgiel, as Business Unit President of the Entity, be and is hereby authorized to execute this Proposal dated September 23, 2025, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 23 day of September, 2025.

Secretary: _____ President: _____

Print Name: Preston Hopson Print Name: Jonathan Burgiel

(Seal)

EXHIBIT A - CERTIFICATE OF AUTHORITY
(if Individual)

I, Jonathan Burgiel ("Affiant") being first duly sworn, deposes and says:

1. I am the Business Unit President
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: Tetra Tech, Inc.
   doing business as Tetra Tech, Inc., the Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated September 23, 2025, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

Witness #1 Print Name: Melissa Cremeans

Witness #2 Print Name: Sandra Fajardo

Signed, sealed and delivered by:

Print Name: Jonathan Burgiel

Title: Business Unit President

ACKNOWLEDGMENT

State of Florida
County of Florida

On this 23 day of September, 2025, before me the undersigned, personally appeared Jonathan Burgiel, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

Melissa Cremeans
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Tetra Tech, Inc.

2. Principal Business Address, Phone and Email Address:
   2301 Lucien Way, Ste. 120, Maitland, FL 32751-7024
   407.803.2551
   TDR.contracts@tetratech.com

3. Principal Contact Person(s):
   Betty Kamara, Contracts Representative
   407.803.2551
   TDR.contracts@tetratech.com

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

   A. If a corporation, in what state incorporated: Delaware
   B. Date Incorporated: 2/4/1988
   C. Federal ID Number (EIN) 95-4148514
   D. If a joint Venture or Partnership, date of Agreement: _____
   E. Name and address of all partners (state whether general or limited partnership): _____
   F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.
   Name
   A list of Tetra Tech's corporate officers has been provided following this form.

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 25 years

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	Tetra Tech, Inc.,	2301 Lucien Way, Ste. 120 Maitland, FL 32751-7024	Not Applicable
B.			
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. Disaster Debris Monitoring Services
   B. _____
   C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: Tetra Tech will obtain the tax receipt number upon award of contract.
   Municipal: _____

10. Have you ever failed to complete any work awarded to you?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

JB

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ___ No X **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ___ **No** X **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____Yes, X No

23. How soon after the award can you begin work? Upon Notice to Proceed Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
Tetra Tech has provided our State Business License in the proposal in the Requried Documenation and Information section.

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. Email

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced personally known.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

Company Officers

Name	Role
Corporate Leadership	
Dan L. Batrack	Chairman, Chief Executive Officer
Steven M. Burdick	Executive Vice President, Chief Financial Officer
Leslie L. Shoemaker, PhD	Executive Vice President, Chief Sustainability and Leadership Development Officer
Preston Hopson	Executive Vice President, Chief Legal and Human Capital Officer
Roger R. Argus	Executive Vice President, Corporate Development and President, Commercial/International Group
William R. Brownlie	Senior Vice President, Chief Engineer
Brian N. Carter	Senior Vice President, Corporate Controller and Chief Accounting Officer
Craig L. Christensen	Senior Vice President, Chief Information Officer
Richard A. Lemmon	Senior Vice President, Corporate Administration
Brendan O'Rourke	Senior Vice President, Enterprise Risk Management
Operational Leadership	
Jeremy B. Travis	President, Government Services Group and U.S. Government Division
Stuart W. Fowler	President, High Performance Buildings Division
Craig Hatch	President, Europe and UK Division
Olivier H. Jeannot	President, Federal Information Technology Division
Thomas Reilly	President, Global Development Services Division
Lauren Springer	President, U.S. Infrastructure Division
Meegan Sullivan	President, Asia Pacific Division
Bernard Teufele	President, Environment/Geotech Division
Jonathan S. Weiss	President, Energy Engineering Division
Directors	
Dan L. Batrack	Chairman of the Board
Gary R. Birkenbeuel	Director
Prashant Gandhi	Director
Christiana Obiaya	Director
Kimberly E. Ritrievi	Director
Kirsten M. Volpi	Director
Li-San Hwang	Chairman Emeritus

CERTIFICATE OF CORPORATE RESOLUTION
TETRA TECH, INC.

To: City of Destin

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Infrastructure Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to the City of Destin RFP for Disaster Debris Monitoring Services. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 23 day of September 2025.

Preston Hopson
Senior Vice President, General Counsel and Secretary

(Seal)

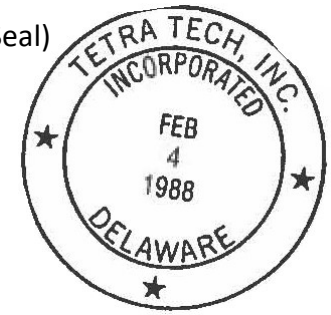


EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: Okaloosa County, FL

Reference Contact Name: Jim Reece

Contact Title: Solid Waste Manager

Contact Telephone: 850.609.6165

Contact Email: jreece@myokaloosa.com

Contract Start Date: 9/16/2020 **Contract End Date:** 3/29/2021

REFERENCE #2

Name of Company: City of Callaway, FL

Reference Contact Name: Eddie Cook

Contact Title: City Manager

Contact Telephone: 850.215.6691

Contact Email: TDR.contracts@tetratech.com

Contract Start Date: 10/1/2018 **Contract End Date:** 9/30/2024

REFERENCE #3

Name of Company: City of Lynn Haven, FL

Reference Contact Name: Vickie Gainer

Contact Title: City Manager

Contact Telephone: 850.890.7712

Contact Email: vgainer@cityoflynnhaven.com

Contract Start Date: 10/8/2018 **Contract End Date:** 6/28/2021

REFERENCE #4

Name of Company: City of New Smyrna Beach, FL

Reference Contact Name: David Ray

Contact Title: Maintenance Operations Director

Contact Telephone: 386.527.6657

Contact Email: dray@cityofnsb.com

Contract Start Date: 10/7/2024 **Contract End Date:** 4/28/2025

REFERENCE #5

Name of Company: City of Pensacola, FL

Reference Contact Name: Fred Crenshaw

Contact Title: Interim Solid Waste Director

Contact Telephone: 850.435.1890

Contact Email: fcrenshaw@cityofpensacola.com

Contract Start Date: 9/16/2020 **Contract End Date:** 9/30/2024

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: Jonathan Burgiel, Business Unit President

For (Name of Proposing or Bidding Entity): Tetra Tech, Inc.

Whose business address is: 2301 Lucien Way, Ste. 120, Maitland, FL 32751-7024

And (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4148514

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

JB

Proposer Initials

JB

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[X] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JB

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

JB

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

JB

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JB

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

JB

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

JB

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

JB

In the presence of:

Witness #1 Print Name: Melissa Cremeans

Witness #2 Print Name: Sandra Fajardo

Signed, sealed and delivered by:

Print Name: Jonathan Burgiel

Title: Business Unit President

ACKNOWLEDGMENT

State of Florida

County of Orange

On this 23 day of September, 2025, before me the undersigned, personally appeared Jonathan Burgiel, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans

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

X Personally known to me; or

_____ Produced identification (Type of Identification:_____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Jonathan Burgiel, Business Unit President of Tetra Tech, Inc., the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Business Unit President of Tetra Tech, Inc., proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Tetra Tech, Inc. does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Business Unit President of Tetra Tech, Inc., the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. RFP 25-11-PW

2. This sworn statement is submitted by: Tetra Tech, Inc.
(name of entity submitting sworn statement)

whose business address is: 2301 Lucien Way, Ste. 120
Maitland, FL 32751-7024

Federal Identification Number (FEIN) is: 95-4148514
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Jonathan Burgiel
(print name of individual signing this document)

and my relationship to the entity is: Business Unit President

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ✓ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. __ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ___ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) ___The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced personally known.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: Tetra Tech, Inc.

Authorized Signature: Jonathan Burgiel

Print or Type Name: Jonathan Burgiel

Title: Business Unit President

Date: 9/23/2025

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	None		

Firm: Tetra Tech, Inc.

Authorized Signature: Jonathan Burgiel

Print or Type Name: Jonathan Burgiel

Title: Business Unit President

Date: 9/23/2025

JB

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

Witness #1 Print Name: Melissa Cremeans

Witness #2 Print Name: Sandra Fajardo

Signed, sealed and delivered by:

Print Name: Jonathan Burgiel

Title: Business Unit President

Entity Name: Tetra Tech, Inc.

ACKNOWLEDGMENT

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23 day of September, 2025, by Jonathan Burgiel (name of person) as Business Unit President (type of authority) for Tetra Tech, Inc. (name of party on behalf of whom instrument is executed).

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans

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

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Company ID Number: 1296212

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Tetra Tech (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1296212

Approved by:

Employer Tetra Tech	
Name (Please Type or Print) Michelle L Renta	Title
Signature Electronically Signed	Date 05/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/03/2018

Company ID Number: 1296212

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Tetra Tech
Company Facility Address	2301 Lucien Way Ste 120 Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	954148514
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	51

Company ID Number: 1296212

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)
ARKANSAS	1 site(s)
ARIZONA	1 site(s)
CALIFORNIA	1 site(s)
COLORADO	1 site(s)
CONNECTICUT	1 site(s)
DIST OF COL	1 site(s)
DELAWARE	1 site(s)
FLORIDA	1 site(s)
GEORGIA	1 site(s)
IOWA	1 site(s)
IDAHO	1 site(s)
ILLINOIS	1 site(s)
INDIANA	1 site(s)
KANSAS	1 site(s)
KENTUCKY	1 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	1 site(s)
MARYLAND	1 site(s)
MAINE	1 site(s)
MICHIGAN	1 site(s)
MINNESOTA	1 site(s)
MISSOURI	1 site(s)
MISSISSIPPI	1 site(s)
MONTANA	1 site(s)
NORTH CAROLINA	1 site(s)
NORTH DAKOTA	1 site(s)
NEBRASKA	1 site(s)
NEW HAMPSHIRE	1 site(s)
NEW JERSEY	1 site(s)
NEW MEXICO	1 site(s)
NEVADA	1 site(s)
NEW YORK	1 site(s)
OHIO	1 site(s)
OKLAHOMA	1 site(s)
OREGON	1 site(s)
PENNSYLVANIA	1 site(s)
PUERTO RICO	1 site(s)
RHODE ISLAND	1 site(s)
SOUTH CAROLINA	1 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	1 site(s)
TEXAS	1 site(s)
UTAH	1 site(s)
VIRGINIA	1 site(s)
VIRGIN ISLANDS	1 site(s)
VERMONT	1 site(s)
WASHINGTON	1 site(s)
WISCONSIN	1 site(s)
WEST VIRGINIA	1 site(s)
WYOMING	1 site(s)

Company ID Number: 1296212

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shannon Stuver
Phone Number	(541) 482 - 8939
Fax Number	
Email Address	Shannon.Stuver@tetratech.com

Name	Diane Stopa
Phone Number	(703) 885 - 5518
Fax Number	
Email Address	Diane.Stopa@tetratech.com

Name	Karen Bollinger
Phone Number	(816) 412 - 1743
Fax Number	
Email Address	Karen.Bollinger@tetratech.com

Name	Danielle De Herrera
Phone Number	(626) 470 - 2419
Fax Number	
Email Address	Danielle.DeHerrera@tetratech.com

Name	Michelle L Renta
Phone Number	(321) 441 - 8507
Fax Number	
Email Address	Michelle.Renta@tetratech.com

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EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: Tetra Tech, Inc. In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated 8/21/2025 including Addenda numbered 1 through 3, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$ 45.00	600	$ 27,000.00
Debris Site / Tower Monitors	$ 38.00	1,440	$ 54,720.00
Field Coordinators (Crew Monitors)	$ 38.00	10,800	$ 410,400.00
Project Manager	$ 85.00	330	$ 28,050.00
Operations Manager	$ 65.00	300	$ 19,500.00
FEMA Coordinator	$ 125.00	0	$ 0.00
Scheduler / Expeditors	$ 65.00	0	$ 0.00
GIS Analyst	$ 55.00	24	$ 1,320.00
Environmental Specialist	$ 85.00	0	$ 0.00
Project Inspector (Citizen Site Monitors)	$ 38.00	0	$ 0.00
Load Ticket Data Entry Clerks (QA /QC) *	$ 0.00	0	$ 0.00
Billing / Invoice Analysts	$ 45.00	360	$ 16,200.00
Administrative Assistants	$ 45.00	360	$ 16,200.00
2.8 Emergency Management Planning & Training	$ 125.00	0	$ 0.00
2.9 Public Assistance Consulting Services	$ 125.00	0	$ 0.00
TOTAL			**$ 573,390.00**

*Due to efficiencies gained through our ADMS, Tetra Tech will not need to bill time for load ticket data entry.

The hours above are based on activating 30 Field Coordinators (Crew Monitors) for 30 standard days with corresponding staffing ratios across other positions to support monitoring operations.

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$ 0.00	0	$ 0.00

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: Tetra Tech, Inc.

Proposer's Name: Jonathan Burgiel

Proposer's Email: TDR.contracts@tetratech.com

Proposer's Title: Business Unit President

Company Address: 2301 Lucien Way, Ste. 120, Maitland, FL 32751-7024

Proposer's Signature: 

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[X] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, Not Applicable, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Not Applicable
Signature of Sub-Recipient/subcontractor's Authorized Official

Not Applicable
Name and Title of Sub-Recipient/subcontractor's Authorized Official

9/23/2025
Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i)The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"
10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

Exhibit N: Fee Schedule

Tetra Tech has provided our Fee Schedule below.

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: Tetra Tech, Inc. In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated 8/21/2025 including Addenda numbered 1 through 3, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$ 45.00	600	$ 27,000.00
Debris Site / Tower Monitors	$ 38.00	1,440	$ 54,720.00
Field Coordinators (Crew Monitors)	$ 38.00	10,800	$ 410,400.00
Project Manager	$ 85.00	330	$ 28,050.00
Operations Manager	$ 65.00	300	$ 19,500.00
FEMA Coordinator	$ 125.00	0	$ 0.00
Scheduler / Expeditors	$ 65.00	0	$ 0.00
GIS Analyst	$ 55.00	24	$ 1,320.00
Environmental Specialist	$ 85.00	0	$ 0.00
Project Inspector (Citizen Site Monitors)	$ 38.00	0	$ 0.00
Load Ticket Data Entry Clerks (QA /QC) *	$ 0.00	0	$ 0.00
Billing / Invoice Analysts	$ 45.00	360	$ 16,200.00
Administrative Assistants	$ 45.00	360	$ 16,200.00
2.8 Emergency Management Planning & Training	$ 125.00	0	$ 0.00
2.9 Public Assistance Consulting Services	$ 125.00	0	$ 0.00
TOTAL			**$ 573,390.00**

*Due to efficiencies gained through our ADMS, Tetra Tech will not need to bill time for load ticket data entry.

The hours above are based on activating 30 Field Coordinators (Crew Monitors) for 30 standard days with corresponding staffing ratios across other positions to support monitoring operations.

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$ 0.00	0	$ 0.00

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A
N/A	N/A	$ N/A

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

Transition Plan (Submitted in Lieu of Missing Exhibit D)

Tetra Tech provides a safe, timely, and coordinated transition into debris monitoring operations following a storm that is aligned with the City's direction and the debris hauler's operational pace. A critical component of any transition plan is pre-season coordination. During "Blue Skies" Tetra Tech will work with the City of Destin Staff, as well as the Debris Hauler to discuss the plan should a disaster activation be needed, such as a hurricane. This pre-season planning allows for all parties to contribute and the most effective plan to be carried out in the event of a storm. Our transition phases are outlined below:



PRE MOBILIAZATION

- Establish communication schedule with City and debris haulers.
- Assess potential resource requirements from the debris model.
- Review associated contracts and agreements

MOBILIZATION

- Conduct preliminary damage assessments and certify debris trucks upon arrival.
- Establish ADMS structure, open TDSR/FDS sites, and ensure proper permits are in place.
- Assign a Debris Monitoring Coordinator at the City EOC or Task Force and oversee staffing.

RAMP UP OPERATIONS

- Develop and refine operational and health and safety plans for disaster-specific issues.
- Scale staffing with truck and TDSR expansion & deploy supervisors for QA/QC compliance.
- Conduct daily coordination meetings with the City and debris hauler.

STEADY STATE OPERATIONS

- Maintain proportional staffing aligned with active operation.
- Manage ticketing, reporting, FEMA compliance, and daily situation reports to City leadership.
- Monitor TDSR usage and haul-out activities.

DEMOBILIZATION

- Assess sector completion and maintain final site monitoring through DMS closure.
- Gradually reduce staffing levels as operations wind down.
- Deliver closeout documentation, including QA/QC of hauler invoices, to support FEMA re-imbursement.

- **Mobilization Timeline:** Upon receiving the Notice to Proceed, Tetra Tech deploys management and planning staff within 24 hours, establishes communication with the client, and begins mobilizing personnel, equipment, and supplies. Within 48 hours, logistics are coordinated, support teams mobilized, and initial assessments conducted to guide staffing and priorities. By 72 hours, debris monitoring operations are established, supervisory teams deployed, and monitoring initiated in compliance with all guidelines. Within seven days, projects are fully staffed—leveraging local hires where possible—and operating at full scale, with continuous client communication to adapt strategies as needed.
- **Staff Onboarding & Training:** Tetra Tech will conduct training with City staff to ensure operational alignment and readiness for each disaster season. Agendas are developed jointly to address FEMA documentation requirements, TDSR site use, and City-specific priorities. Certified trainers deliver tailored modules on field monitoring, ADMS implementation, and roles such as truck certification, site monitoring, and hazardous tree monitoring. Interactive tools support information retention and help select the most qualified personnel, while the intuitive RecoveryTrac mobile app enables staff to operate effectively after training.
- **System Setup:** *RecoveryTrac™* ADMS is a scalable disaster management application designed to address the operational challenges of recovery projects. Tetra Tech uses this proprietary technology to manage efforts electronically in real time, improving productivity while reducing fraud, human error, and cost. The system enables real-time data collection and timely reporting to City stakeholders, with continuous updates to meet evolving project needs. Both clients and FEMA have recognized RecoveryTrac™ for increasing efficiency and strengthening debris removal management.
- **Coordination with City & Debris Removal Contractor:** Our team will establish direct contact with the City and its debris hauler(s) to set up a structured communication schedule that promotes efficiency and transparency. We will conduct daily coordination meetings with City representatives and the hauler to address operational needs, resolve issues, and align activities. In addition, we will provide daily situation reports to City leadership to ensure they remain fully informed throughout the recovery process. At project closeout, our team will deliver complete documentation to support FEMA reimbursement, including thorough QA/QC of hauler invoices to ensure accuracy and compliance.
- **Demobilization Process:** As operations near completion, our team will assess sector progress to support project closeout while gradually reducing staffing in line with operational needs. We will maintain final site monitoring through DMS closure and ensure all closeout documentation is delivered to support FEMA reimbursement, including comprehensive QA/QC of hauler invoices.

Statement of Financial Stability

Tetra Tech is a stable company with annual operating revenue of $5.2 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients.

Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients. Tetra Tech has nearly $1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than $81 billion in federal funding across our more than 650 activations in response to over 100 declared disasters.

Our record of performance reflects a well-managed, growing, successful, and financially strong and stable company. In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a stable and diverse contract and client base, and provide high-quality, cost-effective services.

Tetra Tech currently boasts annual revenues of $5.2 billion and employs 30,000 personnel in 550 offices worldwide. We ended the year with an all-time-high backlog of $5.38 billion, up 12% from last year. While it was an exceptional year for orders, we finished the year with $25 billion in contract capacity and more than 25,000 clients. Our strong, broad-based backlog provides us with extraordinary visibility and momentum. Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website. With a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise.

The City of Destin gains the **stability and resources** of a $5.2 billion company.

$232.7 million

Available Cash

$800 million

Borrowings at our disposal

$1.03 billion

Total liquidity available

"Tetra Tech is grateful for the opportunity to partner with the City of Destin. We are supportive of this proposal from the highest levels of our organization. With over $1 billion of liquidity available, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract."**



– Steven Burdick,
Chief Financial Officer

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended September 29, 2024

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from to

Commission File Number 0-19655

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware	**95-4148514**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107
(Address of principal executive offices) (Zip Code)

(626) 351-4664
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	TTEK	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 31, 2024, was $9.8 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 8, 2024, 267,741,125 shares of the registrant's common stock were outstanding.

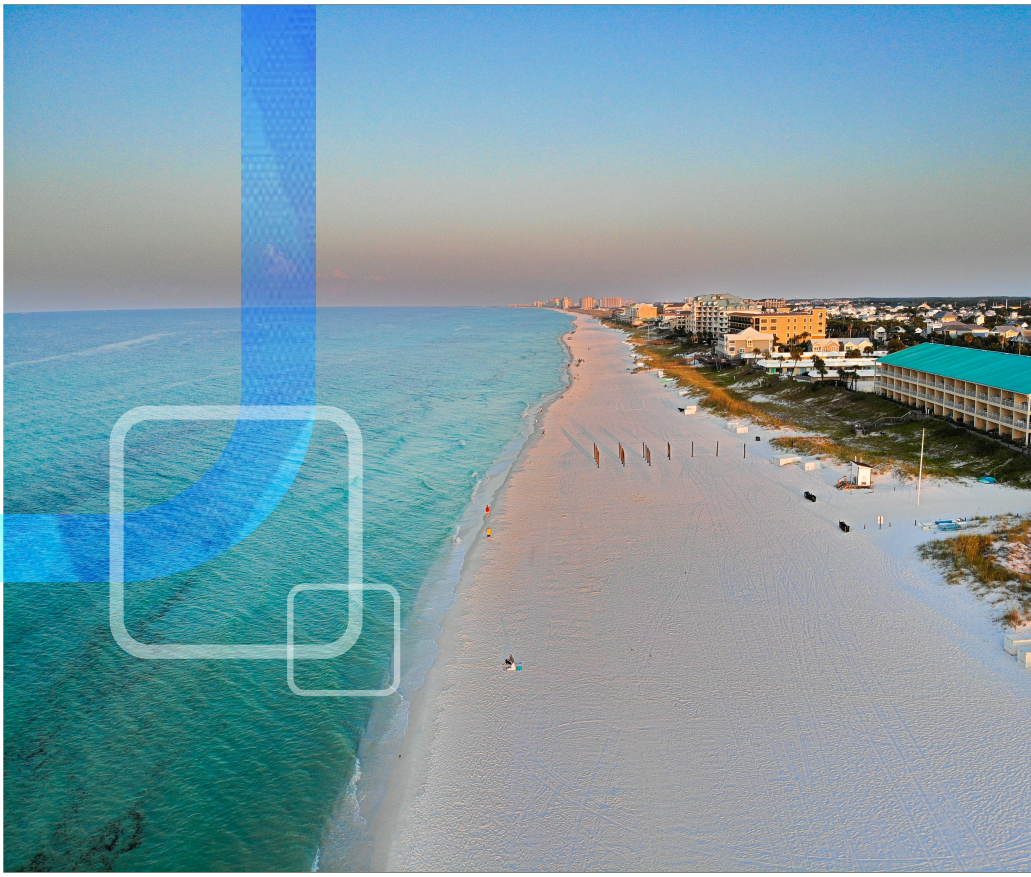
DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2025 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

TETRA TECH





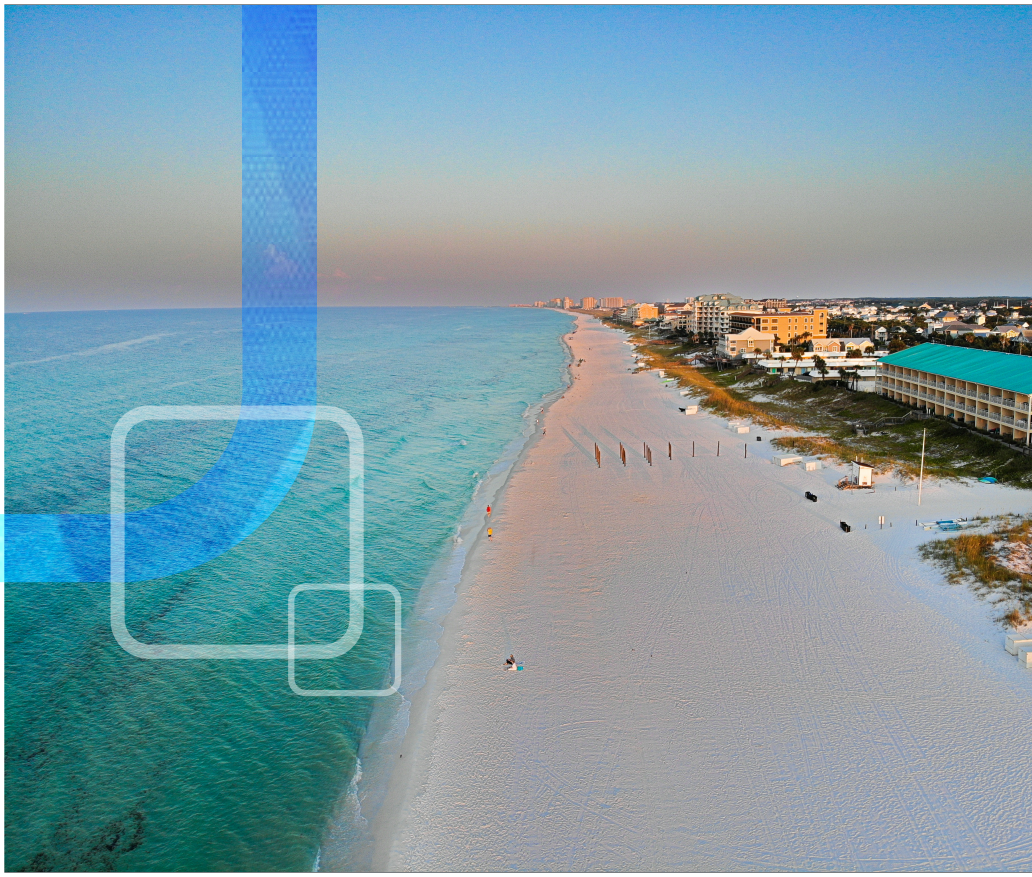


Tab B: Executive Summary

TETRA TECH







Proposal for RFP 25-11-PW

Disaster Debris Monitoring Services

City of Destin, Florida

Electronic | October 2025

Leading with Science®

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3. Executive Summary

Tetra Tech offers **unmatched experience and resources.**

We have provided disaster recovery services throughout the state of Florida since 2001. Tetra Tech is equipped and proud to stand by Florida communities before, during and after disaster strikes, and has proven to be a reliable partner. Our capabilities follow:

- **Proven Ability to Respond:** Tetra Tech's understanding of project management, environmental services, logistics, data, and grant management, allows us to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.
- **Understanding of Resources and Commitment Levels to Nearby Contracts:** Although Tetra Tech has a robust staff of more than 30,000, Tetra Tech carefully monitors contractual obligations and the capacity of our logistics, equipment, staffing, and ability to mobilize across Florida. We ensure that Tetra Tech has the capacity and capabilities to consistently respond to the City's needs successfully.
- **Team of Key Experts in Critical Areas:** Our dedicated project management team coordinates with the City throughout the year, including meeting multiple times per year to ensure readiness.
- **Proprietary Technology:** Tetra Tech utilizes its proprietary *RecoveryTrac*™ technology to manage recovery efforts electronically in real time, increasing productivity while decreasing fraud, human error, and cost. *RecoveryTrac*™ ADMS enables real-time collection data and timely reporting to City stakeholders. On these projects, our clients and Federal Emergency Management Agency (FEMA) found this state-of-the-art technology increases efficiency and improves management of debris removal efforts.

Since 2001, our team has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, Sally, Ian, Nicole, Idalia, and most recently, Helene and Milton. Florida is also our home state, where many of our principal and senior staff reside. Our Response and Recovery Division headquarters is located in Maitland. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities.

Florida Presence by the Numbers

1,100+

FL-based Staff

95M+

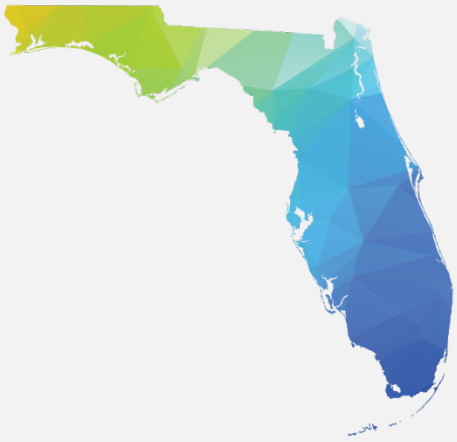
CYs of Debris Monitored

24

Years of Experience in Florida

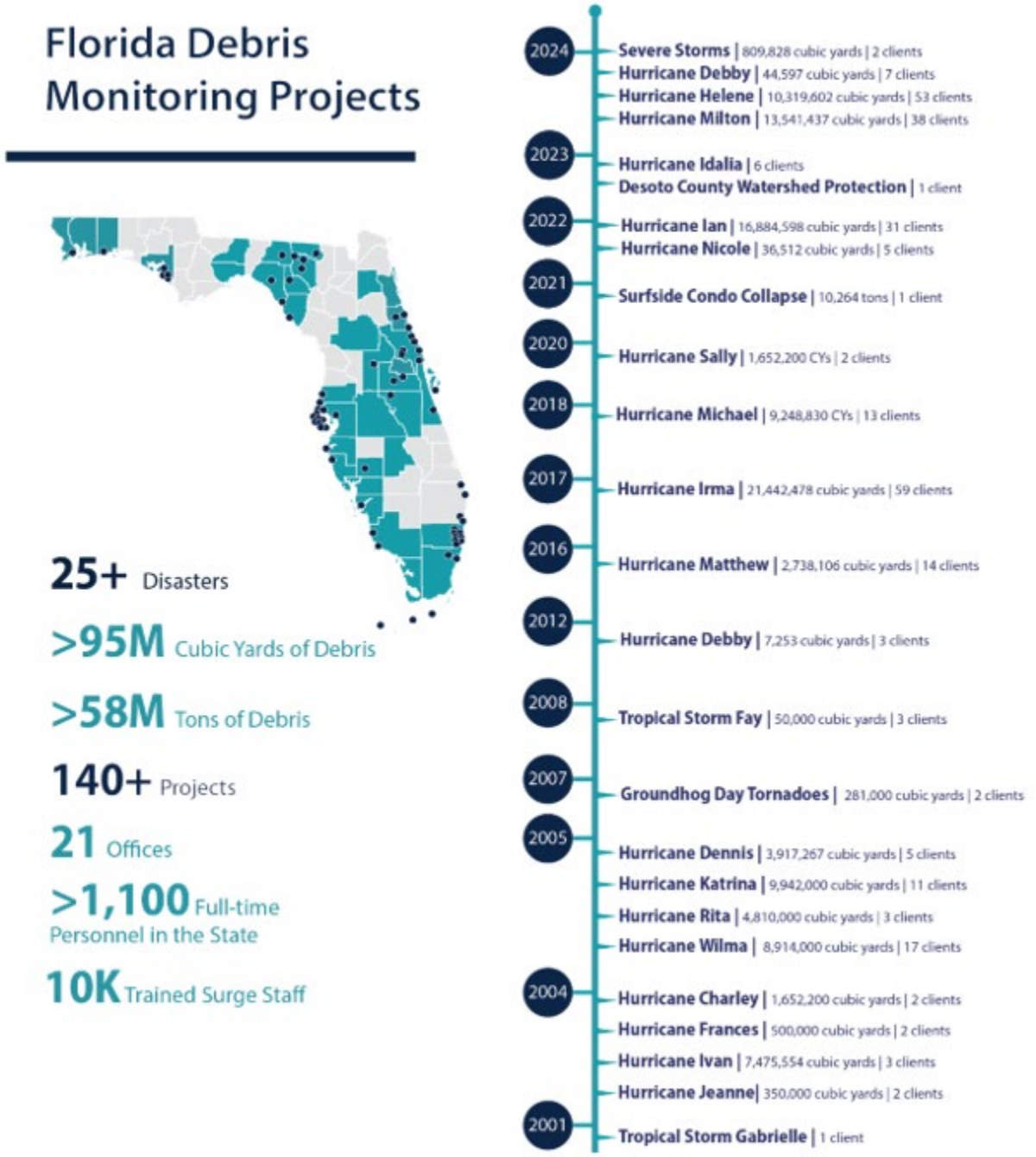
20

Offices



We look forward to supporting the City as a trusted and proven partner.

Exhibit 1. Florida Debris Monitoring Experience



Program Spotlight: Florida Recovery Obligation Calculation (F-ROC) System

The Florida Division of Emergency Management (FDEM) developed the F-ROC system to standardize FEMA Public Assistance reimbursement forms and documentation, streamlining the process and reducing applicant risk. With an applicant-first approach, F-ROC helps communities identify risks, create clear action plans, and ensure equal access to PA funds, making disaster recovery more proactive and efficient. **Tetra Tech's Disaster Recovery unit has been involved in F-ROC since day 1 of the trial period.** Our team regularly provided feedback on form development and worked with clients, including Sarasota County after Hurricane Ian. Our involvement has given us firsthand experience with F-ROC's four pillars of standardization, procurement, procedures, and assessment, which ensures we are well prepared to replicate these methods and assist the City of Destin in navigating the system for successful FEMA reimbursement.

4. Deliverables, Tasks, and Activities

Tetra Tech acknowledges and fully understands the Scope of Services outlined in RFP 25-11-PW for Disaster Debris Monitoring Services. We recognize the City's need for a qualified partner to support efficient, transparent, and FEMA-compliant debris management operations in the aftermath of disaster events.

Our team is prepared to deliver comprehensive debris monitoring services, including field monitoring of debris collection and disposal, management of debris reduction sites, load ticket and data management, GIS mapping support, FEMA documentation and reimbursement assistance, quality assurance oversight, and timely reporting to City officials. We will deploy experienced personnel, proven technology, and established protocols to ensure compliance, accountability, and cost-effectiveness throughout all recovery phases.

Our response to the Scope of Work can be found in the table below:

Scope of Work	
Project Management/Process Oversight	Page 40
Startup Operations	Page 5**Error! Bookmark not defined.**
Field Collection Monitoring	Page 61
Load Tickets Process	Page 41
TDSR Site and Residential Debris Drop-off Site Monitors	Page 65
Emergency Management Planning and Training	Page 74
Public Assistance Consulting Services	Page 74
Certification of Personnel	Page 25
Additional Supporting Documentation	Page 74
Report Maintenance	Page 48
Additional Services	Page 74

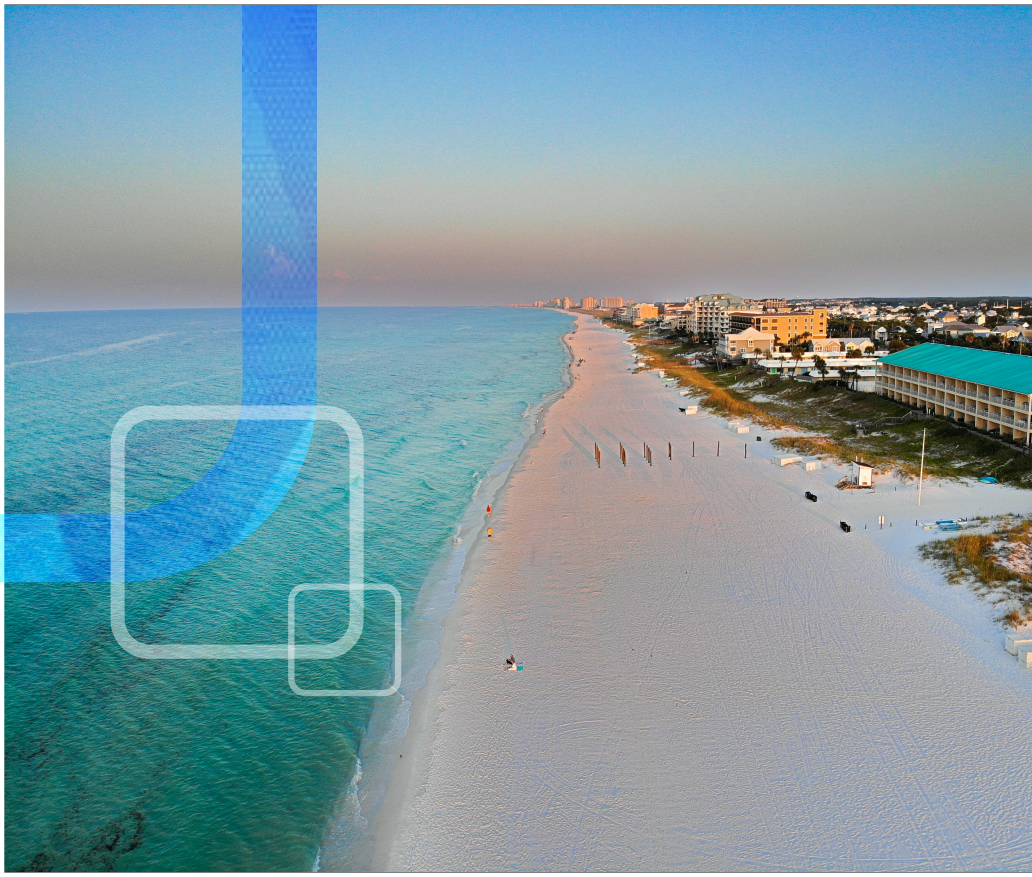
5. Exceptions to RFP

Tetra Tech does not have any exceptions to this RFP.

TETRA TECH







Tab C: Qualifications and Experience

Leading with Science®

1. Qualifications

Tetra Tech has provided our qualifications below.

a. Qualifications of Firm

Tetra Tech is a leader in water, environment, and sustainable infrastructure, providing high-end consulting and engineering services for projects worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations. Likewise, our team's understanding of FEMA, the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over $81 billion in reimbursement funds for our clients from federal agencies such as FEMA, HUD, FHWA, and the Natural Resources Conservation Service (NRCS).** In total, our team has successfully managed the removal of and reimbursement for over **256 million cubic yards (CYs) of debris, as well as the demolition of over 22,000 uninhabitable residential and commercial structures.**

b. Qualifications of Staff

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Tetra Tech is committed to providing the City of Destin an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the City of Destin 365 days per year. Additional staff qualifications are provided on page 22.

c. Industry Knowledge and Expertise

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments cover disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness.

59	25	256M	$81B	450+
Years in Business	Years in Disaster Recovery	CYs of Debris Monitored	Reimbursed to Clients	Clients Nationwide

Recent Experience Demonstrating Current Capacity

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris

collection, hazardous tree programs, temporary debris storage and reduction site (TDSRS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support.

d. Project Management, Special Services, Past Performance

Tetra Tech has industry leading experience across the disaster lifecycle supporting clients at every level of government, and maintains an entire division dedicated to federal grant management. This team is supported by experts in federal grant compliance, with decades of experience developing and implementing best practices in federal grant administration. In addition to astute knowledge of federal grant requirements, Tetra Tech has also pioneered innovations in technologies and program management strategies to streamline grant administration and management for federally funded work, including dashboard reporting, real-time project data management, customized reports, and GIS mapping. We have supported clients at every scale to understand federal programs, define and refine targeted solutions, and foster effective program development and delivery. Combined with the experience presented throughout this proposal, Tetra Tech is an industry leader in federal program administration, and one of the largest federal contractors in the country.

Exhibit 2. Experience Matrix (2001 - Present)



Recent Debris Monitoring Experience

The following exhibit provides an abbreviated experience matrix for projects conducted in the past five years. For references, please refer to Exhibit C in the Required Documents section.

Exhibit 3. Debris Monitoring Experience

Disaster	Representative Client(s) *Works in Progress	Client Contact Information	Project Costs**	Project Size *(in CY unless noted)*	Collection/Disposal Monitoring	Hazardous Tree Programs	Private Property Debris Removal	Waterways/Drainage Debris Removal	Environmental Sampling and Monitoring	FEMA PA Support
Projects Started in 2025										
Texas Flooding Clients Served: 3	**TDEM***	Kyle Wong, kyle.wong@tdem.texas.gov	Ongoing	Ongoing	■	■	■			■
	City of Georgetown, TX*	Donna Cantwell, donna.cantwell@georgetowntexas.gov	Ongoing	Ongoing	■	■	■			■
	Burnet County, TX*	Megan Schumann, mschumann@burnetcountytexas.org	Ongoing	Ongoing	■	■	■			■
Hurricane Beryl (NRCS Waterways) Clients Served: 1	**Brazoria County, TX***	Wael Tabara, WaelT@brazoriacountytx.gov	Ongoing	Ongoing	■			■		
Hurricane Helene (NRCS Waterways) Clients Served: 1	**Aiken County, SC***	Brian Sanders, BSanders@aikencountysc.gov	Ongoing	Ongoing	■			■		
LA County Wildfires Clients Served: 1	**USACE/ECC***	Matt Long, mlong@ecc.net	Ongoing	53,591 (plus 1.4 tons)	■	■			■	
Projects Started in 2024										
Hurricane Milton Clients Served: 37	**Charlotte County, FL**	John Elias, (941) 628-2662, john.elias@charlottecountyfl.gov	$11,816,721	345,635	■	■				
	City of St. Petersburg, FL	Barbara Stalbird, (727) 893-7869, Barbara.stalbird@stpete.org	$2,698,872	320,430	■	■				
	Polk County, FL	Michael Teate, (863) 535-2200, michaelteate@polk-county.net	$11,821,453	914,598	■	■	■			
	Orange County, FL	Angela Maldonado, (321) 263-6006, angela.maldonado@ocfl.net	$3,146,141	166,409	■	■				■
	Volusia County, FL	Arden Fontaine, 386-717-9224 afontaine@volusia.org	Ongoing	351,367	■	■	■			
	City of Palm Coast, FL	Marvin Calderon, (386) 986-4781, mscalderon@palmcoastgov.com	$228,147	22,200	■	■				
Hurricane Helene Clients Served: 54	**Aiken County, SC**	Brian Sanders, (803) 642-2012, bsanders@aikencountysc.gov	$1,041,651	261,386	■	■				
	Greenville County, SC	Hesha Gamble, (864) 467-7010, hgamble@greenvillecounty.org	$13,662,511	1,180,211	■	■				
	Jefferson County, GA	Jerry Coalson, (706)833-1923 jcoalson@jeffersoncountyga.gov	$28,780,566	1,374,842	■	■		■		■
	South Carolina DOT	Cruz Wheeler, (803) 977-9373, wheelerjc@scdot.org	$35,124,530	2,170,549	■	■				
	City of Greenville, SC	David Derrick, (864) 467-4335, dderrick@greenvillesc.gov	$6,807,910	413,348	■		■			■
	USACE/AshBritt, NC	Dow Knight, dow@ashbritt.com	Ongoing	3,449,741	■	■		■		
	Buncombe County, NC	Kristy Smith, (828) 250-5473 Kristy.smith@buncombecounty.org	Ongoing	1,328,044			■	■		■
	Virginia DOT	John Watson, (276) 202-1240, jrwatson@vdot.virginia.gov	$97,545,340	2,581,625	■	■				

Hurricane Debby Clients Served: 8	**Sarasota County, FL**	Lois E Rose, (941) 861-1532, lerose@scgov.net	$163,111	11,271	■	■				
	Manatee County, FL	Chris Collins, (941) 792-8811 ext. 5275, chris.collins@mymanatee.org	$155,723	9,820	■	■				
	City of Bradenton, FL	Irvin Lee, (941) 290-9398, Irvin.lee@bradentonfl.gov	Ongoing	6,014	■	■				
	Leon County, FL	Brent Pell, (850) 354-2252, pellb@leoncountyfl.gov	$338,075	14,996	■	■				
Texas Severe Storms (June) Clients Served: 2	**Harris County, TX**	Austin Appleton, (832) 248-1654, austin.appleton@harriscountytx.gov	$5,805,604	394,607	■	■				■
Florida Severe Storms Clients Served: 2	**City of Tallahassee, FL**	Reginald C. Ofuani, (850) 891-5252, reginald.ofuani@talgov.com	$7,422,530	456,013	■	■				
	Leon County, FL	Brent Pell, (850) 606-1537, pellb@leoncounty.fl.gov	$6,505,098	353,815	■	■				
Texas Derecho (May) Clients Served: 4	**Liberty County, TX**	Madison Gonzales, 936-334-3219, madison.gonzales@co.liberty.tx.us	$18,067	2,031	■					
	City of Dallas, TX	Clifton Gillespie, (214) 671-5345	$1,841,608	375,955	■					
Projects Started in 2023										
Maui Wildfires Clients Served: 1	**USACE/ECC**	Matt Long, Mlong@ecc.net	n/a	407,542 tons	■		■		■	
Hurricane Idalia Clients Served: 7	**City of Dunedin, FL**	William Puckrum, (727) 298-3215 ext. 1322, wpickrum@dunedinfl.net	$12,679	802	■					
	City of St. Petersburg, FL	Barbara Stalbird, (727) 893-7869, Barbara.stalbird@stpete.org	$93,681	12,652	■					
	Leon County, FL	Brant Pell, (850) 606-1537, pellb@leoncounty.fl.gov	$373,956	22,807	■					
	Pasco County, FL	John Battisata, (727) 857-2780, jbattisata@pascocountyfl.net	$81,481	5,487 (plus 285 tons)	■					
	Florida Department of Environmental Protection (FDEP) – Waterways	Byron Ward, (850) 245-2597, Byron.ward@FloridaDEP.gov	$11,140,357	92,916	■	■		■		
	Florida Department of Environmental Protection (FDEP) – Parks	Wes Howell, (850) 245-3112, wes.howell@FloridaDEP.gov	$5,811,107	81,084	■	■				
2023 Texas Ice Storm Clients Served: 4	**City of Austin, TX**	Amy Slagle, (512) 974-4302 Amy.Slagle@austintexas.gov	$20,325,801	1,349,026	■	■				■
	Travis County, TX	Dan Pacatte, (512) 854-7678, Daniel.pacatte@traviscountytx.gov	$6,660,555	343,768	■	■				
	City of Georgetown, TX	Jackson Daly, (512) 819-3115 jackson.daly@georgetown.org	$1,974,680	149,347	■					
	Williamson County	J. Terror Evertson, (512) 943-3330, tevertson@wilco.org	$4,308,390	95,550	■	■				
Projects Started in 2022										
Hurricane Ian Clients Served: 31	**Florida Department of Environmental Protection, FL**	Cheri Albin, (850) 245-3105, cheri.albin@FloridaDEP.gov	$12,875,202	188,073 (plus 6,059 tons)	■					■
	Brevard County, FL	Jill Hayes, (321) 350-9240 Jill.Hayes@brevardfl.gov	$4,041,518	172,181	■					■
	City of Cape Coral, FL	Gina Lanzilotta, (239) 574-0471, glanzilo@capecoral.gov	$63,380,733	2,717,941	■			■		■
	Charlotte County, FL	John Elias, (941) 628-2662, john.elias@charlottecountyfl.gov	$82,305,920	4,674,284	■			■		■
	Collier County, FL	Dan Rodriguez, (239) 252-8330, dan.rodriguez@	$29,350,728	1,384,073	■			■		■

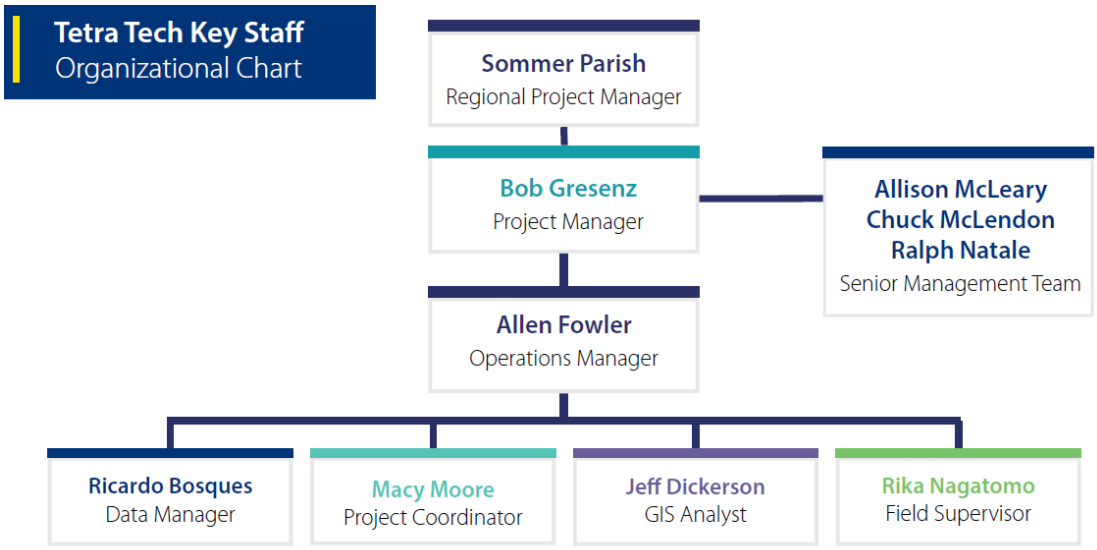
		colliercountyfl.gov								
	Osceola County, FL	Danny Sheaffer, (407) 742-7752, danny.sheaffer@osceola.org	$240,445	10,143	■					■
	Polk County, FL	Michael Teate, (863) 535-2200, michaelteate@polk-county.net	$21,823,900	1,107,864	■					■
	St. Johns County, FL	Greg Caldwell, (904) 669-5221, gcaldwell@sjcfl.us	$1,001,286	46,368	■					■
Projects Started in 2021										
Hurricane Ida Clients Served: 11	**City of Central, LA**	David Barrow, (225) 246-2306, david.barrow@central-la.gov	$717,530	62,878	■	■	■	■		■
	Iberville Parish, LA	Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	$260,972	10,846	■	■	■	■		■
	Tangipahoa Parish, LA*	Vicki Travis, vtravis@tangipahoa.org	$49,921,126	3,092,064	■	■	■	■		■
Surfside Condominium Collapse Clients Served: 1	**Miami-Dade County, FL**	Michael Fernandez, (786) 473-7314, michael.fernandez@miamidade.gov	$15,148,685	10,265 tons	■	■	■	■		■
Tennessee Severe Storms and Floods Clients Served: 1	**Metro Nashville and Davidson County, TN**	Phillips Jones, (615) 533-2377, phillip.jones@nashville.gov	$368,467	804 tons	■	■	■	■		■
Projects Started in 2020										
California Wildfires Clients Served: 1	**CalRecycle Northern Branch***	Stephen Eto, (916) 693-7429 Stephen.eto@calrecycle.ca.gov	$164,567,136	501,097 tons	■	■	■	■	■	■
Hurricane Zeta Clients Served: 7	**Audubon Society of LA**	Cecilie Halliwill, (504) 212-5325 challiwill@auduboninstitute.org	$674,796	9,668	■					■
	City of Diamondhead, MS	Mike Reso, (228) 222-4626 Ext. 1802 | mreso@diamondhead.ms.gov	$2,334,018	200,556	■					■
	City of Gulfport, MS	Wayne Miller, (288) 868-5740 wmiller@gulfport-ms.gov	$7,204,267	483,147	■					■
	City of Waveland, MS	Mickey Lagasse, (228) 467-4143 mlagasse@waveland-ms.gov	$2,207,937	216,681	■					■
	Dallas County, AL	Heath Sexton, (334) 375-1587 hsexton@dallscounty_al.org	$4,341,570	222,732	■					■
Hurricane Delta Clients Served: 3	**City of Youngsville, LA**	Sally Angers, (337) 857-6925 SallyAngers@youngsvilleLA.gov	$129,739	7,646	■					■
	St. Martin Parish, LA	Heath Babineaux, (337) 394-4798 Hbabineaux@stmartinparish.net	$783,473	30,600	■					■
Hurricane Sally Clients Served: 4	**Baldwin County, AL**	Terri Graham, (251) 331-4158 TGraham@baldwincountyal.gov	$69,210,200	4,449,278	■					■
	City of Pensacola, FL	John Pittman, (850) 435-1894 Jpittman@cityofpensacola.com	$7,702,960	574,580	■					■
	Okaloosa County, FL	Jim Reece, (850) 978-1063 jreece@co.okaloosa.fl.us	$583,009	30,802	■					■
Hurricane Hanna Clients Served: 4	**Hidalgo County, TX**	Mr. Judge "J.D." Salinas, (956) 318-2600 jd.salinas@gsa.gov	$2,215,302	187,135	■					■

***The total project costs for projects prior to March 2024 include both debris removal and monitoring costs*

2. Service Team and Resumes

Tetra Tech has provided our service team information on the following pages. Resumes can be found in **Appendix A: Resumes.**

a. Organizational Chart



b. and c. Description and Experience of Team Members

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade but also have **hands-on experience working on prior (or current) Florida-based projects.** Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Résumés for project management and advisory staff have been provided in Appendix A: Resumes.**

Senior Management Team



Chuck McLendon, Deputy Business Unit Leader

30+ Years of experience

Led efforts totaling $3B+ in FEMA PA reimbursements

Nationally recognized expert in post-disaster debris operations



Ralph Natale, Diretor of Post-Disaster Programs

20+ Years of experience

Oversaw removal of 66M+ CYs of debris and 1.7M hazardous trees

Expert in high-volume debris and demolition management



Allison McLeary, Esq., Senior Policy Advisor

21 Years of experience

Former GOHSEP and FDEM Executive with FEMA and HUD program management

Expertise in compliance, program policy, and advocacy for local recovery priorities

Project Team

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

Tetra Tech has identified a team of field staff to support the City. We have selected team members who have previous experience in similar operations. Brief summaries of each team member's experience are provided below. **Résumés for project field operations staff have been provided in Appendix A: Resumes.**

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
Sommer Parish Regional Project Manager	Sommer Parish has served as a regional project manager, project manager, project analyst, and as a planner for multiple disasters where she was responsible for resource management, data management and field reporting for Tetra Tech's response to hurricanes, wildfires, tornados, winter storms, and floods. Sommer has regulatory experience at the state, federal and local program level.	• Disaster Debris Management • Right-of-Way Debris Removal • Private Property Debris Removal • Disposal Operations • Field Coordination and Oversight
Bob Gresenz Project Manager	Bob Gresenz has extensive experience in debris monitoring operations, supporting some of FEMA's largest and most complex recovery efforts, including Hurricane Harvey in Texas, Hurricane Irma in Florida, Hurricane Maria in Puerto Rico, and Hurricane Ida in Louisiana. He is highly knowledgeable in FEMA 325 and 327 guidelines, with expertise in ROW debris monitoring, site and tower operations, and hazardous tree removal. As a Tetra Tech staff trainer, Bob has also trained over 1,000 field personnel in the use of our Automated Debris Management System (ADMS) and its reporting capabilities.	• Disaster Debris Management • Right-of-Way Debris Removal • Disposal Operations • FEMA Compliance Monitoring • Supervision of Field Operations • Operational Scheduling and Dispatch • Private Property Programs • Hazardous Tree Removal
Allen Fowler Operations Manager	Allen Fowler is responsible for overseeing field operational activities for field monitors, supervisors, and contractors. This includes hiring and training employees and managing quality assurance. Additionally, Allen is adept at strategizing process improvements to ensure tasks are completed in a timely and compliant manner.	• Pre-Season Truck Certification • Disaster Debris Monitoring • Disposal • Documentation • Reporting
Rika Nagatomo Field Supervisor	Rika Nagatomo is an experienced Field Supervisor supporting multiple projects with Tetra Tech. Rika has served on a variety of projects including Hurricane, Fire, and Severe Winter Storm Projects. With seven years of experience, Rika brings a deep knowledge of what's necessary for successful debris monitoring operations. She's skilled at training debris monitors and performing QA/QC throughout the projects.	• Project Coordination • Data Management • QA/QC • Field Operations • Right of Entry • Monitor Training • Right of Way Debris Removal
Ricardo Bosques	Ricardo Bosques is a Tetra Tech specialist in data and ADMS technology, with expertise in FEMA eligibility and	• Disaster Debris Management

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
Data Manager	documentation requirements for debris removal programs. He leads the implementation of Tetra Tech's *RecoveryTrac™* ADMS, oversees field data managers and invoice analysts, and establishes quality assurance and reporting standards to support disaster debris monitoring operations.	• Data Collection, Utilization, and Validation • Report designs • Reimbursement Policies and Procedures • Invoice Reconciliation
Macy Moore Project Coordinator	Macy Moore is a Regional Project Coordinator with five years of disaster recovery experience, supporting projects in California and across the Gulf and East Coasts following hurricanes, tornadoes, and wildfires. Since joining Tetra Tech in 2017, she has overseen onboarding, training, and support of PC teams to ensure efficient project delivery.	• Project Coordination • Project Setup • Staff Training • QA/QC • Scheduling and Dispatch
Jeff Dickerson GIS Analyst	JeffDickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. As the Director of Information Technology, Jeff is responsible for the planning, development, deployment of *RecoveryTrac™* applications supporting the delivery of professional services for our clients.	• Recovery Technology Solutions / ADMS • Resource Deployment and Tracking • Readiness Training and Exercises • Disaster Operations Support

Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.**

Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- ICS 300: Intermediate ICS for Expanding Incidents
- Intermediate Workzone Traffic Control (FDOT)

Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9	88	82	155	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

d. Approach to Providing Services

Tetra Tech's approach to providing services to drive a successful project for City of Destin include:



Continuous Coordination and Communication with City Officials and Stakeholders: A dedicated project management team will be appointed to coordinate with the City throughout the year, not just during times of activation.



Immediate Response Capabilities: Tetra Tech has disaster recovery personnel and 20 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing the City to return to the business of running day-to-day operations.



Focus on Hiring Locally: Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.



Project Transparency and Real-time Reporting: Our proprietary *RecoveryTrac*™ ADMS technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the City and tailored to the City's data needs.



Maximum Reimbursement for the City: Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the City receive and retain the maximum reimbursement allowed following a disaster.

3. Personnel Plan

Tetra Tech has provided our personnel plan on the following pages.

a. Operating Plan

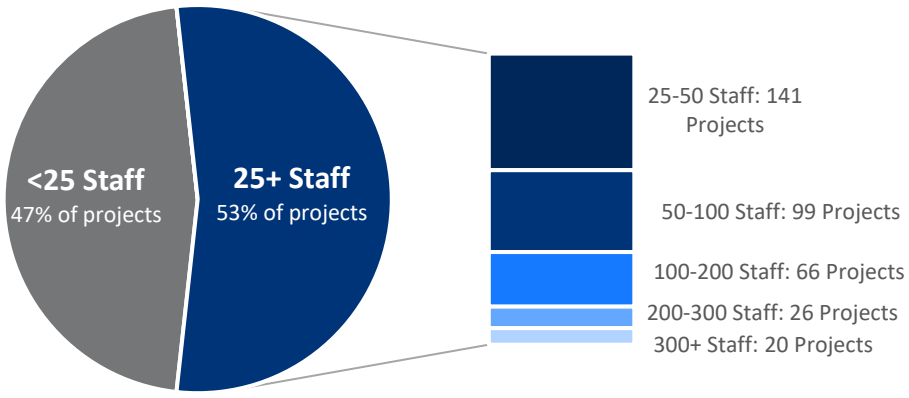
Please refer to the organization chart on page 23 in this section.

Tetra Tech will comply with the City's staffing requirements and coordinate with City of Destin and the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day's schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors. A description of all types of positions appears on page 28 of this section.

b. Staffing Levels

The vast majority of Tetra Tech disaster debris operations utilize at least 25 personnel. As detailed below, Tetra Tech has experience mobilizing teams at every scale, from 300+ small-scale operations with less than 25 field personnel, to immense operations managing more than 500 field monitors.

Tetra Tech Field Staff Mobilization

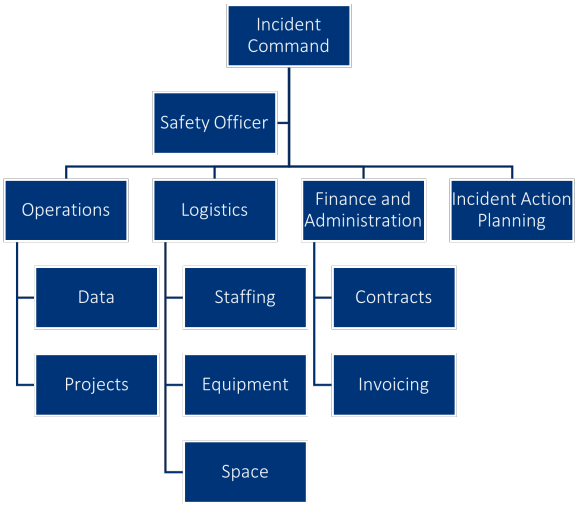


We have used this experience to inform the staffing and operations model detailed in this proposal. Tetra Tech has carefully considered the needs of the City and has hand-picked the staff best suited for providing services to the City of Destin and its municipalities, and planned a project organization that provides clear reporting to support areas of work. Tetra Tech has provided our staffing levels and full/part time status of project staff in the table below.

Proposed Staff	Full/Part Time Status
Sommer Parish, Regional Project Manager	As Needed
Bob Gresenz, Project Manager	Full Time
Allen Fowler, Operation Manager	Full Time
Rika Nagatomo, Field Supervisor	Full Time
Ricardo Bosques, Data Manager	Full Time
Macy Moore, Project Coordinator	Full Time
Jeff Dickerson, GIS Analyst	Full Time

c. Managerial Organizational Chart

The organization chart that appears on page 23 includes the Project Manager position, as well as the Regional Project Manager position and the Senior Management Team that supports our projects from a company level. Our response to disasters is based on the Incident Command System (ICS). ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.



d. Role and Responsibilities of Each Position

The following pages provide a brief overview of the responsibilities for key positions in our project structure.

- **Project Manager.** Our project manager will be responsible for managing and supervising debris monitoring services as tasked by City of Destin. They are also responsible for program oversight, task order preparation, forecasting, and quality assurance. The project manager will serve as a consistent point of contact for the City of Destin's debris managers and will provide a bridge between any preparedness and post-disaster response activities.
- **Operation Manager.** Our Operations Manager oversees field activities for monitors, supervisors, and contractors, ensuring operations are efficient, timely, and compliant. He is responsible for hiring, training, and managing staff while implementing quality assurance measures to maintain high standards. They also identifies and executes process improvements to streamline operations and support continuous improvement across all field activities.
- **Field Supervisor.** During debris removal operations, our field supervisor is responsible for the quality control of supervising monitors, debris site/tower monitors, field coordinators, and project inspectors and verifying that documentation that is being captured is FEMA-compliant. She will verify that monitors retain their training and will respond to issues as they occur in the field.
- **Environmental Specialist.** Environmental permitting provides expert support for the environmental permitting process by advising staff on information needed to submit complete permit applications to state and federal agencies; collecting data to comply with National Environmental Policy Act, Section 7, Section 404, and Section 408 requirements; and tracking permit application status to facilitate timely permit issuance.
- **Billing/Invoice Analyst.** Our Billing/Invoice Analyst will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the

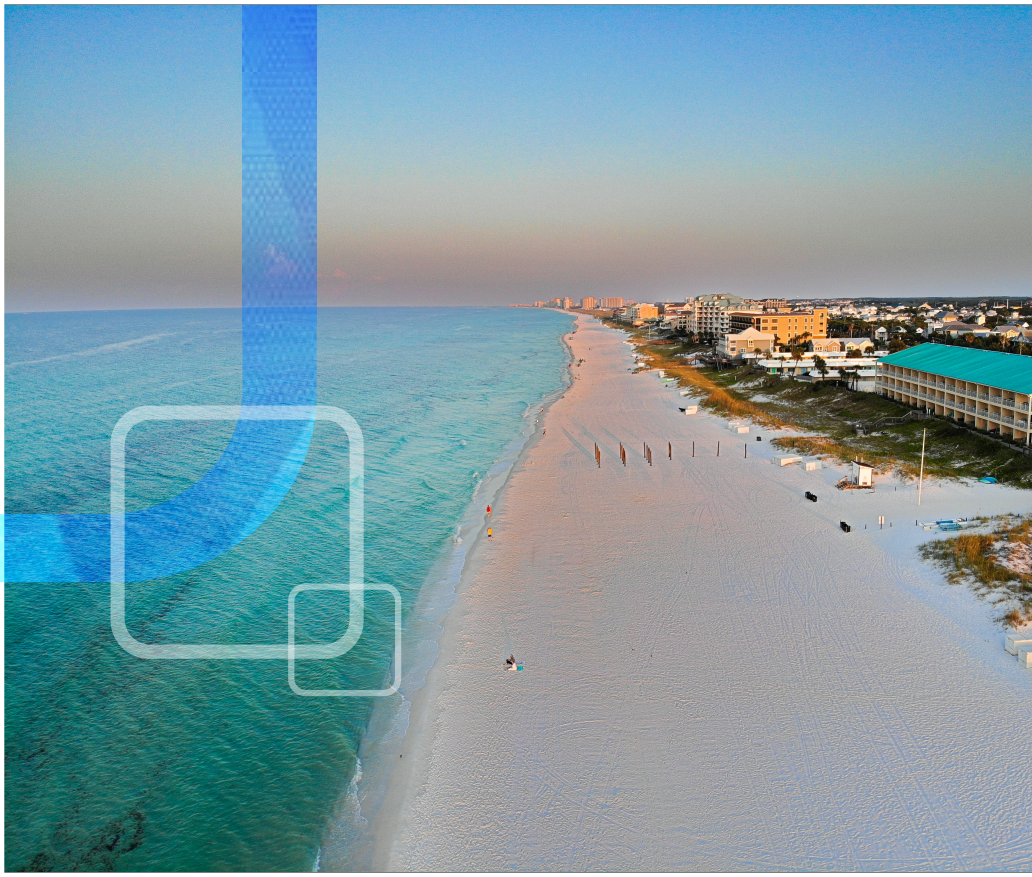
quantities and types of debris collected and will provide QA/QC processes for the review and verification of field and debris contractor-provided data in support of invoices.

- **GIS Analyst.** GIS analysts are responsible for managing customized GIS applications within *RecoveryTrac*™ ADMS and manipulating data to achieve the City of Destin's programmatic goals. GIS analysts compile and integrate cartographic data, as well as providing necessary support to integrate collected data into geospatial reports.
- **Data Managers.** Tetra Tech data managers are responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all ADMS documentation in the field along with storing the documentation in preparation for future audits. Data managers will validate documentation and metrics being reported as accurate and on-schedule.
- **TDSR Site Monitors.** Debris site/tower monitors are responsible for tracking and documenting debris as it enters a TDSR or final disposal site using *RecoveryTrac*™. They will be making volumetric load calls using the methodology provided in our proposal. Debris site/tower monitors will also be required to keep backup logs and assist in truck certification as needed.
- **FEMA Coordinator:** Our FEMA Coordinator experts are steeped in knowledge and understanding of the ins-and-outs of FEMA Public Assistance grants. They are adept at working with clients to ensure that all aspects of their grant applications are clearly submitted in totality.

TETRA TECH







Tab D: Subcontracting Plan

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Subcontracting Plan

Tetra Tech seeks opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises (DBE) where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements for contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the City's RFP.

As evidence of the Tetra Tech Disaster Recovery division's commitment to local and minority participation in our projects, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.



Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

Most recently, Tetra Tech Tetra Tech received the 2022 Dwight D. Eisenhower Award for Excellence in the Services Category for our effective small business subcontracting programs. The award recognizes large U.S. prime contractors that have excelled with their small business subcontracting programs by creating optimal opportunities for use of small businesses in all socioeconomic categories. The award was presented during the U.S. Small Business Administration's (SBA) National Small Business Week's virtual award ceremony on May 5, 2022.

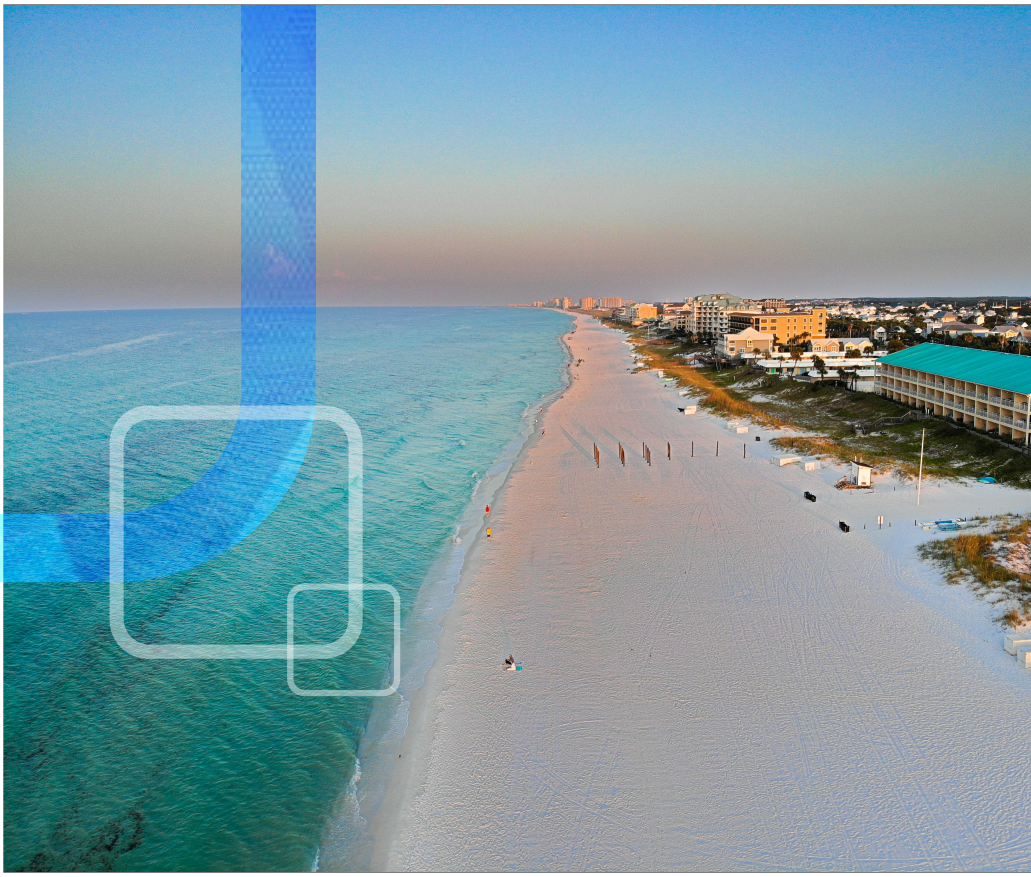
Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. **While Tetra Tech would certainly be open and willing to discuss with the City any local or minority firms that they would like to see involved in a project or recovery effort, given the anticipated scope of work and Tetra Tech's capabilities, Tetra Tech does not anticipate the solicitation of subcontractors for this project.**

Scan the QR code to the right or click here to view Tetra Tech's 2020 More Business for Your Business webinar for the Harris County and Houston, Texas area

TETRA TECH







Tab E: Proposal Approach

Leading with Science®

Proposal Approach

The City of Destin, with its approximately 14,000 residents, is uniquely situated on a narrow peninsula along Florida's Emerald Coast. Renowned as *"The World's Luckiest Fishing Village."* Destin is known to be a premier tourist destination and active fishing port. With the City's unique location, Destin offers unmatched natural beauty but also exposes the community to the recurring threat of tropical storms and hurricanes. In recognition of these risks, the City has consistently invested in robust disaster preparedness, debris management, and recovery strategies to protect its residents, businesses, and visitors while maintaining the high standards of service delivery that characterize its government operations.

Our team understands these challenges and is prepared to support the City of Destin with the comprehensive disaster debris monitoring services outlined in RFP 25-11-PW. We bring proven expertise in FEMA-compliant debris monitoring, extensive experience coordinating with local governments during large-scale recovery efforts, and the resources to deploy trained personnel, technology, and equipment rapidly. Our approach emphasizes transparency, accuracy in documentation to maximize FEMA reimbursement, and effective communication to ensure seamless coordination with City staff and contractors. By combining technical capability with a deep respect for the City's mission of efficient service and community stewardship, we are committed to delivering a program that strengthens the City of Destin's disaster resilience while upholding the City's tradition of quality, accountability, and fiscal responsibility.

Rapid Response & Recovery Monitoring: Keeping Destin's Doors Open

Because Destin's economy lives and breathes tourism, every hour that debris stays on the landscape cuts into local livelihoods. As your dedicated debris removal monitoring partner, we make rapid recovery our mission from Day 1.

- **FEMA Debris Removal Monitoring:** We verify that every debris category, from standard right of way debris to specialty programs, is scoped, classified, and documented in strict accordance with FEMA guidelines, maximizing your reimbursement eligibility.
- **Commercial Debris Removal:** Tetra Tech will partner with the City to develop a legal argument to FEMA and FDEM for approval of commercial debris removal, assisting Destin's small businesses to reopen swiftly.
- **Beach Debris Removal Monitoring and Sand:** Sand relocation and debris clearance keep coastal access open and safe for visitors, with GPS-tagged photos and quantity reports.
- **Marina & Waterway Documentation:** From dredging channels to clearing docks and sunken debris, we log every cubic yard removed in Destin's complex marina network, producing turnkey, audit-ready reports.
- **Real-Time Reporting & Agency Coordination:** Our cloud-based dashboards, QA/QC field verifications, and direct liaison with FEMA, USACE, FDEP, and city officials keep you informed and accelerate approvals.

Tourism powers Destin. Our commitment to meticulous debris monitoring and transparent reporting delivers the fastest, most compliant path back to full economic activity.

Risk Factors and Unique Challenges for City of Destin

Due to it's geography, the City of Destin may face unique challenges in response to natural disasters, including:

- Vessels
- Commercial Debris Removal
- Waterways
- Gated Communities
- Beach Erosion
- Flooding
- Heavy Traffic

Our Understanding of the Services Required by City of Destin

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City of Destin that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Reporting and Data Management (pg. 48)
- Pre-Event Planning and Training (pg. 51)
- Emergency Push Documentation (pg. 57)
- Debris Site Permitting (pg. 58)
- ROW Debris Monitoring (pg. 61)
- Closeout and Appeals Support (pg. 71)

The City is obligated to its residents and businesses to be ready to respond to disaster events. This responsibility covers an array of areas, including:

1. Having the necessary preparedness plans and policies in place
2. Ensuring that the City staff are trained in exercising emergency scenarios
3. Identifying additional resources that the City may need in case the City is affected
4. Partnering with a responsible partner who can help the City maximize state and federal grant funding
5. Building more resilient and sustainability infrastructure to mitigate future risks.

With Tetra Tech, the City has a partner that is renowned in all the above areas and has the resources and expertise to support the City.

Tetra Tech is prepared to provide the services defined in the City's RFP. With 59 years of experience behind the company, Tetra Tech has the expertise, resources, and proven skills to support City of Destin.

Tetra Tech's Time-Tested Approach to Debris Management

For clarity, we have elected to divide the key services to be performed by Tetra Tech into four critical phases: **Preparedness, Response, Recovery, and Reimbursement/Closeout.**



This deliberate approach benefits our clients in several key ways. First, by breaking down complex technical concepts into manageable phases, we ensure clarity and minimize how overwhelming the debris management lifecycle can be; it's not just about being prepared or ensuring a thorough and FEMA-compliant response. There are key tasks in each phase that we need to achieve, and this approach outlines a clear path through them.

Second, this phased approach promotes transparency and accountability, as clients can track progress and provide feedback at each stage, fostering a collaborative partnership. At Tetra Tech, we understand that transparency is key in creating long-term partnerships for the better of our communities. We will always be up front with City of Destin.

Finally, by presenting the information in this manner, we empower our clients to understand the full lifecycle and how Tetra Tech can serve as a valued partner throughout the year.

	Preparedness 1	Response 2	Recovery 3	Reimbursement/ Closeout 4
Key Tasks	• Debris Management Plan Development • Contractor Procurement • Debris Site Pre-Approval • ROE Gathering (PPDR) • Staff Training and Exercises	• Damage Assessment (Debris Estimation) • Public Information and Call Center • Emergency Roadway Push • Debris Site Permitting • Truck Certification	• Right of Way Monitoring • Hazardous Tree/Stump Monitoring • TDSR Operations • Specialty Program (PPDR, Waterways, Drainage, etc.) • Data Management/ Invoice Reconciliation • Grant Management/PW Development	• Final Closeout • PW Completion • Responding to FEMA Request for Information (RFIs) • Audit Support
On-going Tasks				
Reporting | Technology | Health and Safety				

Based on Tetra Tech's understanding of the City and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at Hour-96 and will coordinate via conference call with the City.

Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at Hour-0.

1 Preparedness

2 Response

3 Recovery

Exhibit 4. Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
		Pre-Event Planning
Pre-event (normal conditions)	Meet with the City to review plans and documents	• Conduct annual pre-event meeting with the City and debris contractor • Review the City's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	• Contact the City and initiate daily conference call • Determine resource requirements from debris model • Review the City's emergency policies and contracts • Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
		Incident Planning
H-72	Execute responsibilities and activate contracts	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review TDSR locations and follow up with the State on permitting procedures • Estimate equipment requirements and TDSR capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	• Conduct regular meetings with City staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the City will assist with debris removal • Continue to update and gather updates from the City's debris hauler
H-24	Prepare final reports	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the City's debris hauler) • Determine emergency road clearance priorities

H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
	Execution	
H +24	Emergency push	• Receive notice to proceed with not to exceed and begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the City to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of TDSR locations • Follow up with State-level environmental regulations on debris permits (if required) • Work with the City to establish public information protocols to respond to concerns and comments
H +48	Emergency push/damage assessment	• Continue emergency push and Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
	Recovery/Disaster Debris Collection Monitoring	
H +96	Begin debris collection monitoring	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with City staff and debris hauler • Implement Quality Assurance/Quality Control (QA/QC) procedures
Week 1+	Right-of-way (ROW) debris collection monitoring	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the City, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested)

		• Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by *RecoveryTrac*™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 2+	Special projects (if required)	• Waterway debris removal; private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Reimbursement and Project Closeout		
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 3+	Financial recovery assistance staff engaged (if requested)	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	Document turnover/ closeout	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the City with long-term reimbursement • Audit assistance and Appeal support if necessary

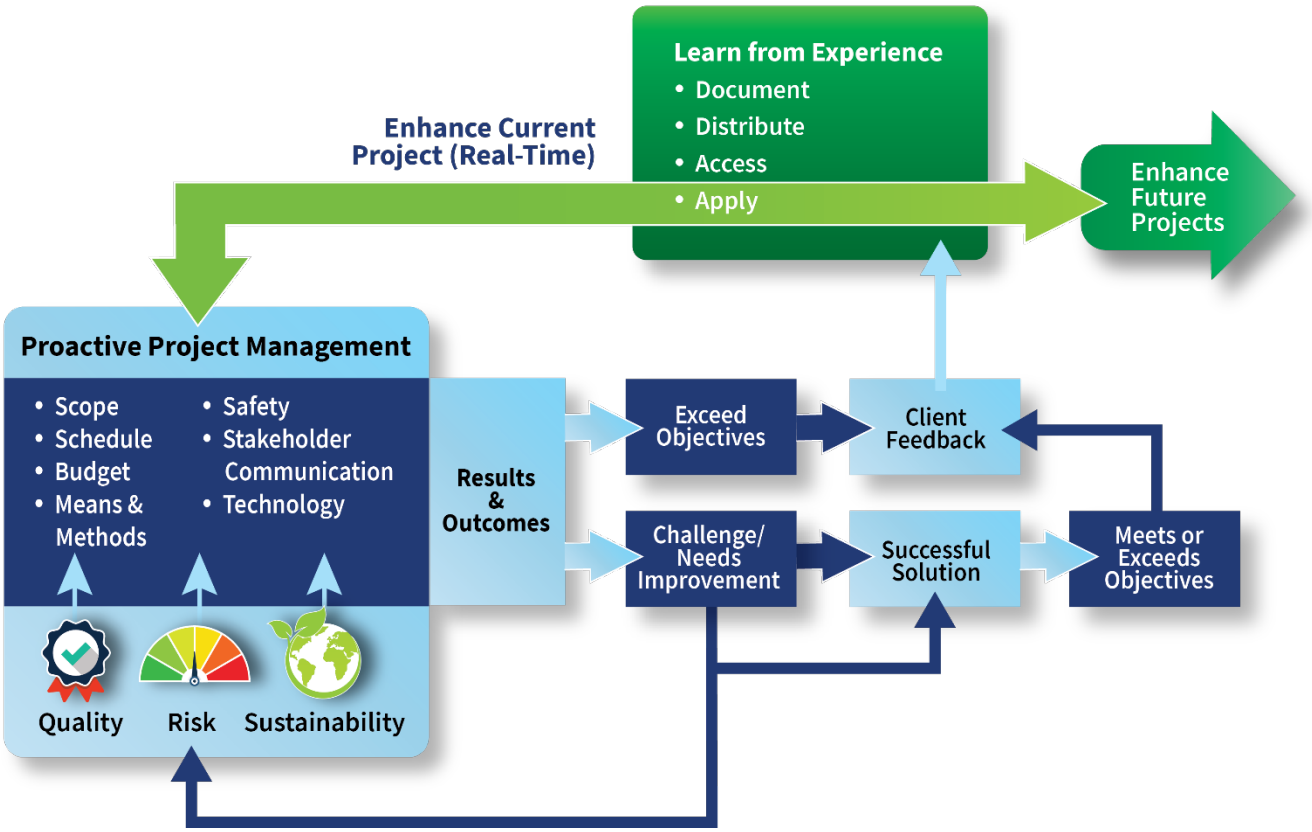
Ongoing Tasks

Throughout the duration of our project, various task areas such as technology, health and safety, and reporting are integrated seamlessly into Tetra Tech's workflow. Our daily efforts are supported by *RecoveryTrac*™ ADMS software and other technology that evolves continuously, requiring constant updates and adaptations to meet project needs. Similarly, health and safety protocols are consistently monitored and adjusted to ensure the well-being of all involved. Ongoing reporting entails regular documentation to track progress and address any emerging challenges, ensuring transparency and accountability at every stage of the project. These processes occur concurrently, reflecting the dynamic nature of our project environment.

Project Management

A key aspect of our project management is the monitoring and control that ensures each project is tracking on-time, on budget, compliant, and to high-quality standards. The process of capturing, documenting, sharing, and applying "Learning From Experience (LFE)" is integral to our process.

Our project managers (PMs) communicate closely with technical leads and pay close attention to client and stakeholder feedback regarding what methods and technologies result in outstanding performance so that we continue to integrate them into our projects. Even more importantly, our PMs work with the client and technical team to identify, recommend, and implement solutions to project challenges. Solutions successful in enhancing quality, improving schedule, and reducing cost are adopted by the broader team so that performance and project outcomes continuously exceed expectations.



At key milestones during the project lifecycle, our PMs solicit client feedback, including end-customer and stakeholder inputs, and document LFEs into a repository that is accessible by all program personnel for ready reference and application on future projects. Our PMs regularly review LFEs prior to the start of a new project and

integrate relevant LFEs, either real-time in an ongoing project or applied and integrated from the start of a new project so that risks and challenges are mitigated from the start, and proven best practices and enhancements are applied from the beginning of the project. The most impactful LFEs that have demonstrated a high impact on achieving and exceed project outcomes are those relating to staffing plans, resource management (including subconsultants), project controls (scope, schedule, budget), and quality control. Our LFE best practices are modeled on our enterprise-wide quality program, both focused on achieving continuous improvement.

Technology

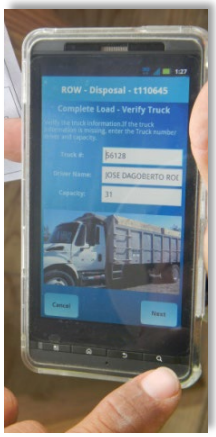
In the realm of a response following a disaster, our effectiveness is intricately linked to the technological resources at our disposal. The quality and capabilities of our response are directly proportional to the advanced tools and systems we employ, enabling us to mitigate the aftermath of any disaster scenario swiftly and efficiently. For Tetra Tech, that technology is *RecoveryTrac*™ – the industry-leading software that powers our response activities.

RecoveryTrac™ Automated Debris Management System



Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac*™ ADMS is the result of these efforts. *RecoveryTrac*™ ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac*™ ADMS technology was validated by the U.S. Army Corps of Engineers (USACE) in 2015 and again in 2023. The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.



Tetra Tech has implemented *RecoveryTrac*™ ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac*™ ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac*™ ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac*™.**
- **Stable and Secure ADMS System** – *RecoveryTrac*™ ADMS is the industry leader in secure data systems. The *RecoveryTrac*™ system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.

- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac*™ ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

Benefits of *RecoveryTrac*™ ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, City of Destin can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac*™ ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac*™ ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac*™ ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

RecoveryTrac™ ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support the City's priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac*™ provide real-time information that raises the bar for post-disaster project management.

RecoveryTrac™ Flex: Kiosk Mode Feature

The latest addition to *RecoveryTrac*™ suite is a kiosk mode called Flex. This function allows the completion of forms that repeat operation of the same form in a loop, increasing the monitor's efficiency. With Flex, users have a more instinctive approach to certain aspects of *RecoveryTrac*™, such as the Form Builder, Mobile Data Collection App, Completed Form Processing, and final Email Delivery. Another intuitive side of *RecoveryTrac*™ suite, users can easily push the required forms out to end users in the field. Once the field worker completes the form, the form is automatically uploaded when Internet connection is available.

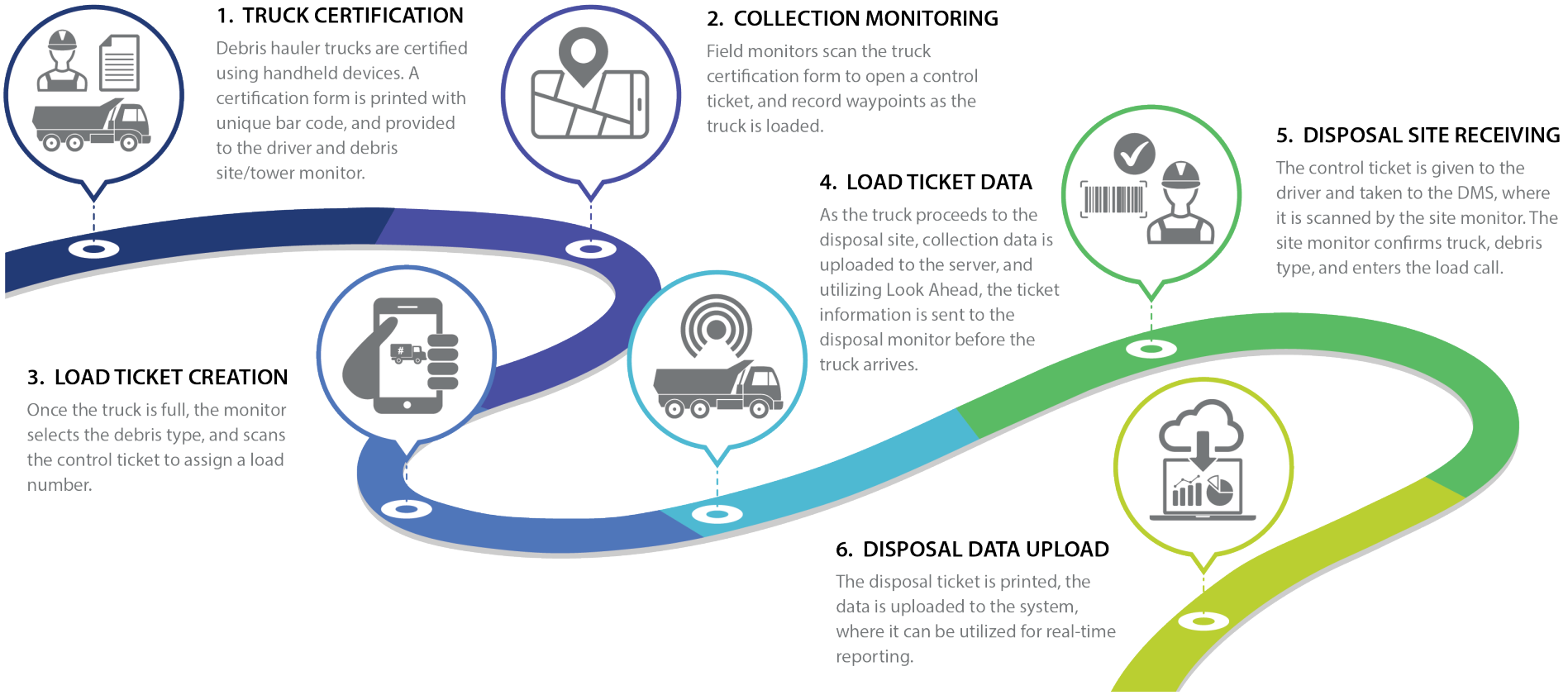
Tetra Tech's *RecoveryTrac*™ Flex, Case Management, and Grant Management applications have successfully achieved both SOC 2® Type II and SOC 3® certifications. These independent audits confirm that our controls were suitably designed and operating effectively to meet our service commitments and system requirements based on the AICPA Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy. These certifications provide assurance to our clients that we protect their data through robust security measures.



www.aicpa.org/soc4so

The *RecoveryTrac*™ Process

The steps of the *RecoveryTrac*™ ADMS process are as follows:



1. TRUCK CERTIFICATION

Debris hauler trucks are certified using handheld devices. A certification form is printed with unique bar code, and provided to the driver and debris site/tower monitor.

2. COLLECTION MONITORING

Field monitors scan the truck certification form to open a control ticket, and record waypoints as the truck is loaded.

3. LOAD TICKET CREATION

Once the truck is full, the monitor selects the debris type, and scans the control ticket to assign a load number.

4. LOAD TICKET DATA

As the truck proceeds to the disposal site, collection data is uploaded to the server, and utilizing Look Ahead, the ticket information is sent to the disposal monitor before the truck arrives.

5. DISPOSAL SITE RECEIVING

The control ticket is given to the driver and taken to the DMS, where it is scanned by the site monitor. The site monitor confirms truck, debris type, and enters the load call.

6. DISPOSAL DATA UPLOAD

The disposal ticket is printed, the data is uploaded to the system, where it can be utilized for real-time reporting.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

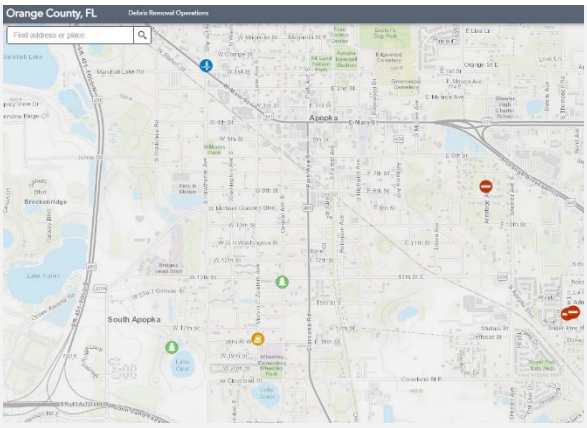
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry-standard ArcGIS Feature Services allows us to transmit *RecoveryTrac*™ ADMS data as GIS layers by way of internet and serves as a foundational building block for client applications.

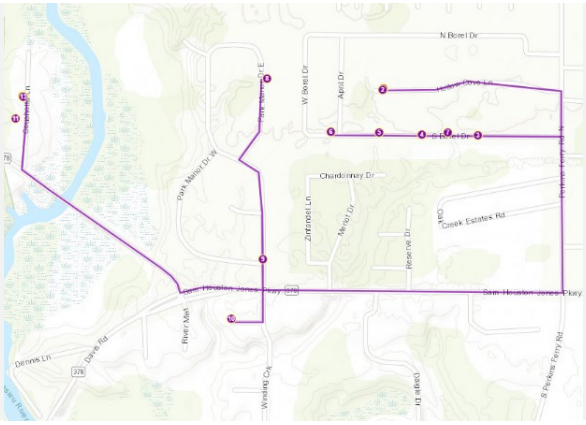
Services:

- RT/RecoveryTrac_DebrisAuditData_RT2020 (FeatureServer)
- RT/RecoveryTrac_DebrisAuditData_RT2020 (MapServer)
- RT/RecoveryTrac_DebrisRemovalData_RT2020 (FeatureServer)
- RT/RecoveryTrac_DebrisRemovalData_RT2020 (MapServer)
- RT/RecoveryTrac_MonitorLocations_v1 (MapServer)
- RT/RT2018_ProjectBoundaryData_v1 (FeatureServer)
- RT/RT2018_ProjectBoundaryData_v1 (MapServer)
- RT/RT2018_ProjectZoneData_v1 (FeatureServer)
- RT/RT2018_ProjectZoneData_v1 (MapServer)
- RT/RT2018_SiteObservationsIncidentData_v1 (FeatureServer)
- RT/RT2018_SiteObservationsIncidentData_v1 (MapServer)
- RT/RT2020_ProjectZoneData_v1 (FeatureServer)
- RT/RT2020_ProjectZoneData_v1 (MapServer)

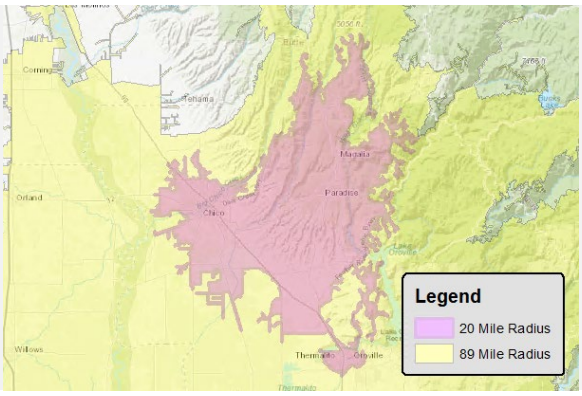
Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



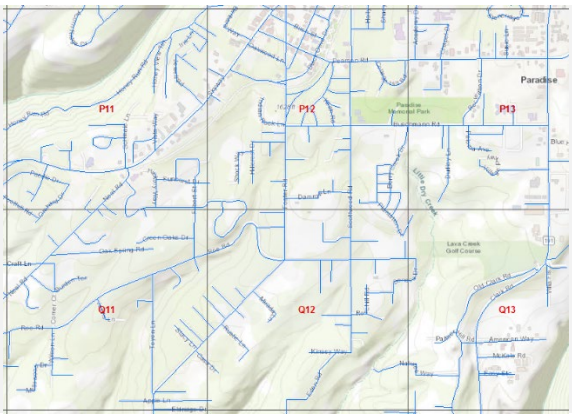
Work lists and **optimized routes** can be generated by the *RecoveryTrac*™ system. As the routes are completed, the locations are marked complete.



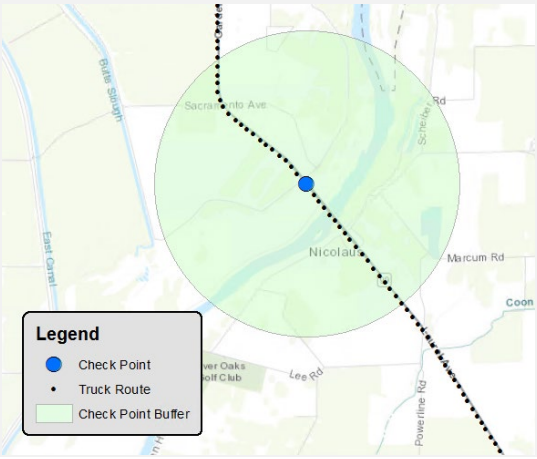
The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.



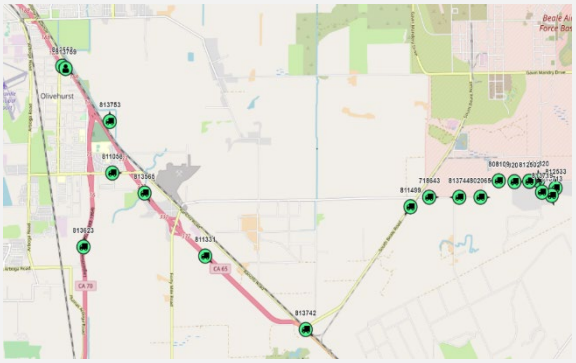
The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.
Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



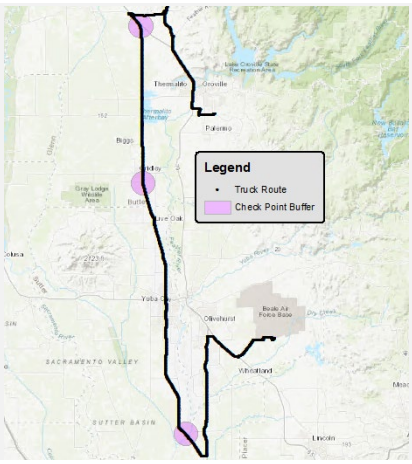
An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



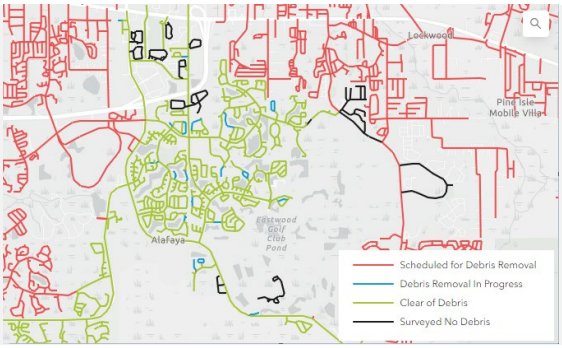
Fleet tracking is a powerful platform to manage mission resources, monitor and report on compliance. A key benefit of the *RecoveryTrac*™ solution is the ability to start tracking simply and quickly without the need for expensive equipment installations, service contracts and other expenses of commercial tracking systems.



Fleet tracking data provides **complete route information**. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for the City of Destin's requests.



An automated method of assigning **road pass status** to roadways. When a pick-up location is logged into the system, spatial analysis is performed to determine which roadways have been visited and which ones have yet to be cleared of debris.



Road Surveys are performed to determine if there is any remaining debris along the roadways. The extent and exact location of the frame is extracted and shown on the map as the video plays from the starting point until end point.



Health and Safety

As part of our on-site operations, Tetra Tech puts the health and safety of our staff first. Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry Metrics for Tetra Tech's 2024 Health and Safety Performance		
0.47 US Experience Modification Rate (EMR) - average industry workers' compensation claims	**0.37** 2023 Enterprise-Wide Total Recordable Injury Rate (TRIR)	**0.12** 2023 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers are well-trained and have completed courses such as OSHA HAZWOPER 40-Hour course and several FEMA independent study certifications.

Commitment to Safety

As a company that is committed to providing and maintaining a healthy and safe work environment for our employees, Tetra Tech's Health & Safety program is designed to address the hazards associated with our business and prevent injury and illness in the workplace. Tetra Tech intends to meet its responsibilities for health and safety by committing to the following:

- Complying with applicable standards, laws, and regulations
- Designating personnel accountable for implementing health and safety programs
- Communicating health and safety programs and practices throughout the organization
- Mitigating potential risks through hazard identification and assessment, employee training, and safe work practices
- Allocating sufficient resources to the program
- Implementing enforcement and accountability measures
- Establishing health and safety performance standards
- Management is responsible for ensuring that Tetra Tech workplaces are safe and that risks, hazards, and safety violations brought to their attention are investigated and promptly corrected.

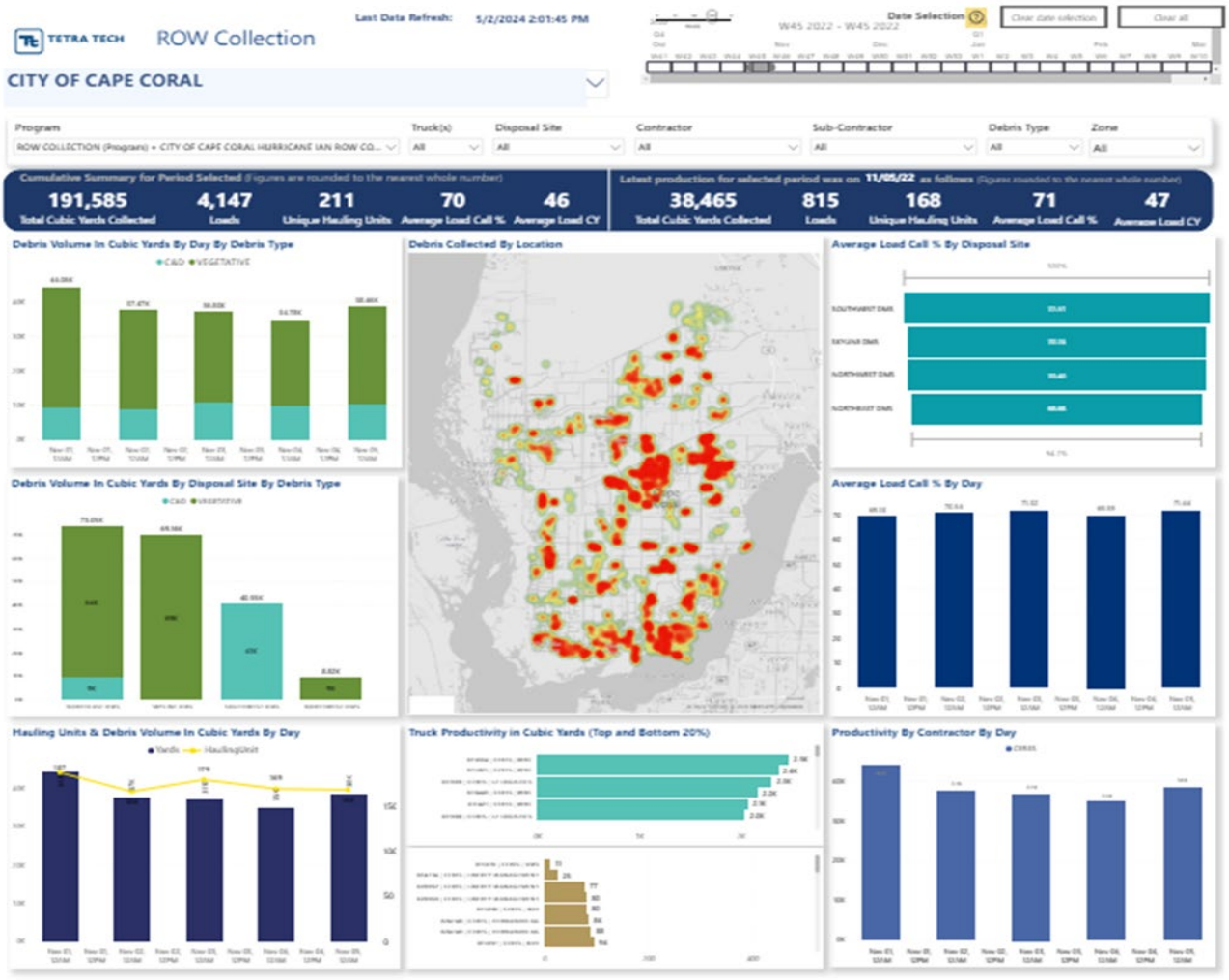
Tetra Tech employees are responsible for complying with Tetra Tech's health and safety policy, programs and standards, and conducting their work safely and without detriment to themselves, other employees, or property. Compliance with health and safety program requirements are mandatory.

Reporting

Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac*™ ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below is a sample of this report created for a recent project. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 5. Daily Report Sample



Preparedness

Debris Management Plan Development and Review

The goal of a disaster debris management plan (DDMP) is to better prepare state and local governments to respond to and recover from a debris-generating event. DDMPs help communities restore public services and streamline public health and safety efforts in the aftermath of a disaster by outlining the coordination and debris removal management operations and integrating with the overall emergency management plan. DDMPs also provide the organizational structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event and outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event, and demobilization and closeout following completion of debris removal efforts. As a leading provider of emergency management services, Tetra Tech knows what it takes to respond effectively and initiate recovery activities almost simultaneously while maintaining transparency for the public and elected officials. Our active involvement in response and recovery efforts enables us to develop realistic plans that can be effectively implemented during a response. Tetra Tech offers the City support with the various phases of debris management planning, development, and review, including:

- Vulnerability assessment
- Identification of management team organizational structure
- Working with leadership and stakeholders to establish and define roles and responsibilities
- Development of pre-event, immediate threat, response, and recovery checklists
- Development of public information programs for the various stages of response and recovery
- Debris estimation
- Analysis and identification of TDSR
- Development and evaluation of debris removal and disposal contracts

Temporary Debris Staging and Reduction Site Identification/Pre-Approval

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting TDSR before a disaster event as well as post-disaster. Based on State environmental agency guidelines, TDSR typically require baseline soil testing before use. We work with municipalities to pre-approve potential debris sites with environmental agencies.

Right of Entry Gathering for Private/Gated Road Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. We work with each City to follow their process, should they already have one in place, when managing debris generated from private property and gated communities. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the right-of-entry (ROE) program with homeowners' associations and residents, and ensuring the program is properly documented.

Waterway and Drainage System Debris Removal

No other firm in the United States has monitored more projects to remove physical and environmental hazards and debris from navigable and non-navigable waterways than Tetra Tech. From large vessel and lobster trap removal programs in the Florida Keys following a series of hurricanes to assisting local and state agencies along the northern Gulf Coast with response and recovery efforts for the BP oil spill to cleaning dozens of miles of ditches in Calcasieu

Parish, Louisiana following Hurricane Laura – Tetra Tech has comprehensive experience in planning and executing complex waterway and drainage system debris removal programs.

Tetra Tech can provide comprehensive services for waterway and drainage system debris removal programs including assisting with documenting maintenance programs, determination of legal responsibility and scope eligibility, performing post-disaster damage assessment (including drone surveys), managing right of entry/access programs, and field monitoring and storage site management. We have comprehensive expertise in documenting navigable and non-navigable debris removal programs funded by numerous agencies including FEMA, the Natural Resource Conservation Service (NRCS), U.S. Army Corps of Engineers, and state agency programs. Specific marine and drainage system debris removal programs executed by Tetra Tech include:

Derelict Vessel Programs

- Escambia County, Florida (Hurricane Ivan)
- Monroe County, Florida (Hurricanes Katrina, Gustav, Ike, and Wilma)
- Florida Department of Environmental Protection (Hurricanes Michael, Matthew, and Irma)

Marine Debris Removal Programs

- Florida Department of Environmental Protection (Hurricane Idalia)
- City of Cape Coral, Florida (Hurricane Ian)
- Bay County, Florida (Hurricane Michael)
- Brevard County, Florida (Hurricane Matthew)
- Monroe County, FL (Hurricanes Katrina, Gustav, Ike, and Wilma)

Ditch and Drainage System Debris Removal Programs

- Collier County, FL (Hurricane Ian)
- Calcasieu Parish, LA (Hurricane Laura)
- Terrebonne Parish, LA (Hurricane Gustav)
- Collier County, FL (Hurricane Wilma)
- Jefferson County Drainage District #7 (Hurricane Ike)
- City of Lauderdale Lakes, FL (Hurricane Wilma)

Staff Training and Exercises

Tetra Tech will schedule annual training with City staff. The purpose of the training will be to ensure that Tetra Tech and the City are operating on a common operational platform and that the City is well prepared for the upcoming season. We will explain the documentation requirements of the FEMA Public Assistance Program and review the City's permitted TDSR sites for appropriate use and capacity. In planning for each year's training, Tetra Tech and City staff will work out an agenda to include any pertinent topics that the City feels should be addressed.



With a thorough Preparedness phase, the City of Destin can rest assured that Tetra Tech is ready to support the City following any event that occurs. From the formulation of a development plan that outlines specific actions the City's agencies will take to the training programs that Tetra Tech will run for City employees, the end result is a City that is prepared for the possibilities that may lay ahead.

Response

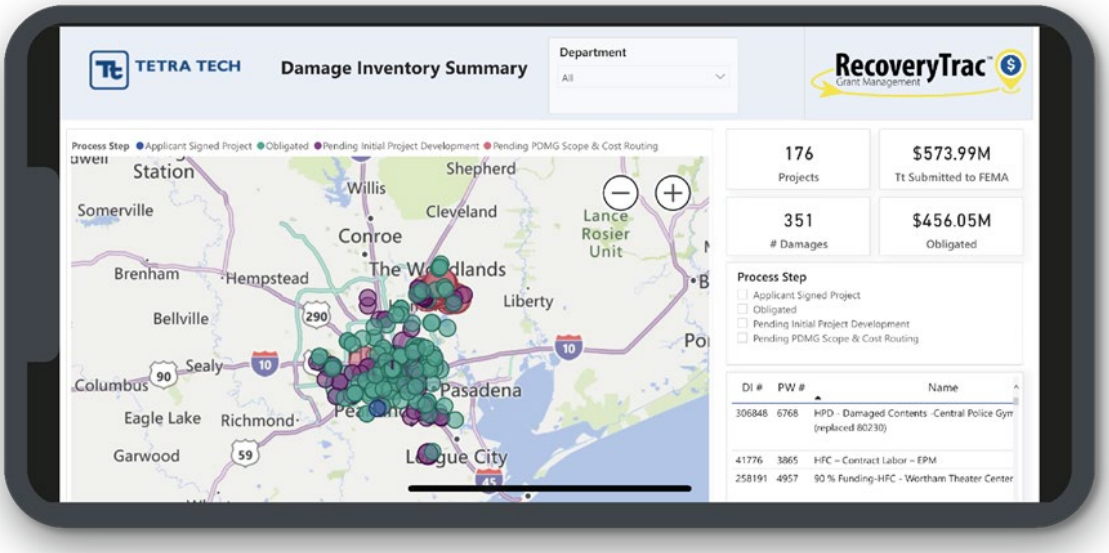
In the aftermath of a natural disaster or other event, swift action is imperative, with the first few days playing a pivotal role in the response. Upon receiving the Notice to Proceed, Tetra Tech's staff will swiftly deploy to the affected City. Their primary objective will be to set up the debris monitoring operations for success by rapidly mobilizing and training a local team, conducting damage assessments, securing the necessary permits, and more to aid in the recovery process.

Damage Assessment (Debris Estimation)

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Exhibit 6. Damage Assessment Report



Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.

- **Field survey.** "Boots on the ground" Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech's experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the City to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both City of Destin and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications.** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields.** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry.** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database.** Tetra Tech's electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac*™ database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the City on the status of the hazard, actions taken, and post-event status.

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team's utilization of Unmanned Aircraft Systems (UAS or more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at TDSR locations.

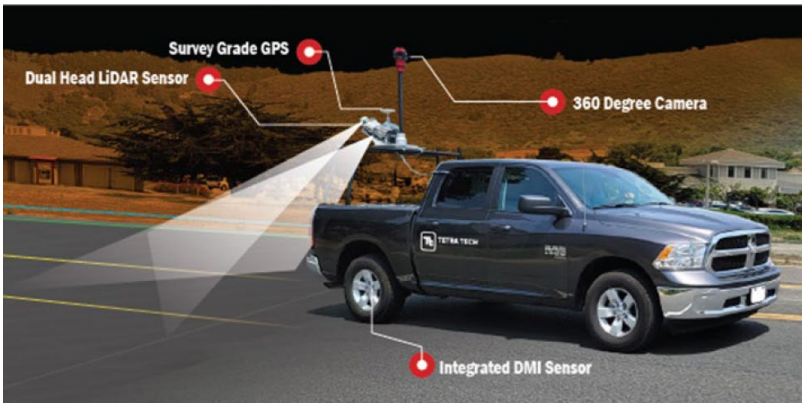


Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

Video/LiDAR Roadside Survey

Another way that Tetra Tech can quickly capture and quantify damage resulting in faster obligation is Tetra Tech's continued focus on using "data-driven insight" such as Light Detection and Ranging (LiDAR). Tetra Tech has the capability to provide video and LiDAR roadside surveys to identify road damage and other hazards to provide a real-time, ground-level picture of the damage caused by disasters. These data captures can be taken prior to the disaster, immediately after the event, throughout operations, and upon closeout.



Once the data is collected, it is synchronized into a single geographic information services (GIS) viewer to see side-by-side comparisons at any point in time the data capture took place. This "single viewer" approach can benefit the City whether to show progress, to identify hazards that need to be removed (e.g., hazardous hanging limbs in the right of

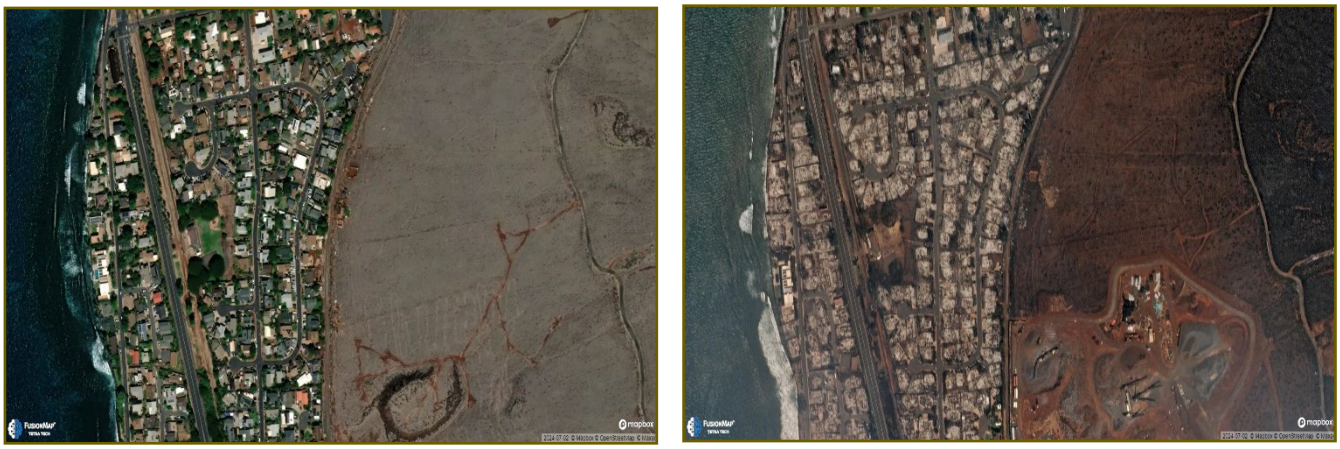
way), or to deploy/assign resources to aid in expediting recovery.

FusionMap™ Technology

When planning for and responding to disasters, knowledge is one of our most powerful tools. The amount of damage that is caused by major disasters often means that in heavily impacted areas, response crews and the City emergency personnel may face significant barriers to assessing post-disaster impacts and may need to enter hazardous areas to survey damage.

To allow our clients to have the whole story at their fingertips, Tetra Tech has developed a unique FusionMap™ tool, which can be utilized if needed **within six hours of an event** to provide updated satellite imagery of an area post-disaster so that we can analyze and assess the situation.

Exhibit 7. Before and After Satellite Images of Lahaina in Maui County, Hawai'i



FusionMap™ is a leading-edge technology for AI-powered geospatial data visualization, asset extraction, and management with seamless GIS integration. FusionMap is scalable, modular, and easy to use. From roadway surveys to satellite image captures to AI capability of automatically detecting changes between scans, FusionMap is a forward-thinking instrument for the 21st century disaster response toolbox.

Training During an Event Response

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees

monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Public Information

Tetra Tech is prepared to assist with developing a means for the City to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the City establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquires and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the City can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

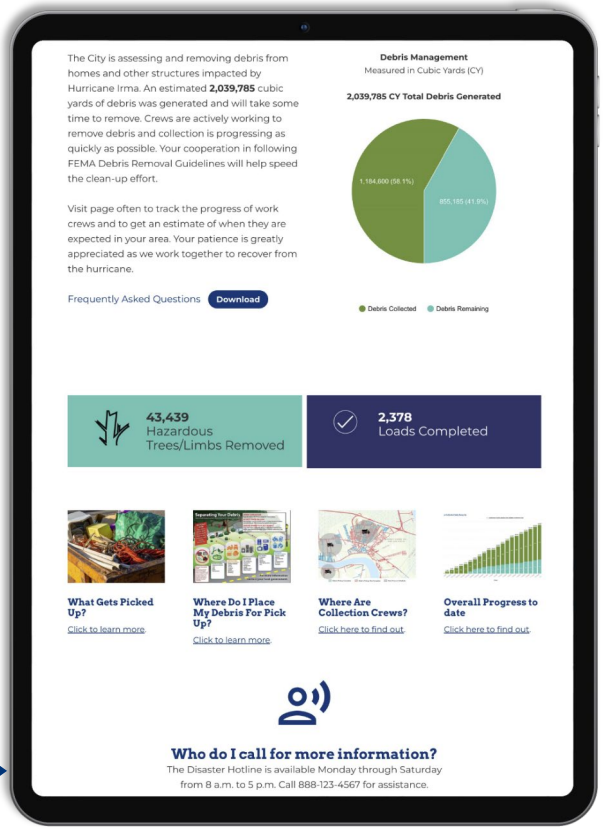
Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the City public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the City diverse population, in a language all can understand.

Exhibit 8. Public Information Campaign



Flyer detailing debris separation and placement guidance for residents.



Public-facing website detailing collection information, debris removal status, and more.

Call Center Operations

Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the City. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, Texas, following Hurricane Ike.

Emergency Roadway Push

During the emergency push period, debris removal contractors coordinate with City of Destin crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the City with emergency push efforts. Tetra Tech services may include the following:

- Document blocked roads that require immediate clearance

- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Coordination with the City to conduct preliminary damage assessments and road closures
- Establish public information protocols to respond to concerns and comments

Debris Management Site Permitting

Once the activation has started, we work with the City to ensure we have the proper permits in place. We can assist the City in reaching out to environmental agencies to ask them to validate the pre-approval, as well as ensure a historical review is conducted. Once permits are issued, the hauling contractor can begin setting up the debris monitoring sites. We will work in conjunction with the haulers to ensure that our own operations are ready to go.

Truck Certification

Tetra Tech uses the *RecoveryTrac*™ system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
    - FEMA guidelines on truck certification documentation and volume calculations
    - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Exhibit 9. Truck Certification Report

Project: CITY OF TULSA - OK SEV... Certification Date: 02/13/2024

Truck: *All Show Photos? True False

CITY OF TULSA - OK SEVERE STORMS AND TORNADOES - ROW COLLECTION - Truck Certification Details

Contractor: GREENBELT TURF

Sub-Contractor 1: CAMO FARMS

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features
⊟ N/A	820040	56	02/13/2024 7:02 AM	ACTIVE	CR196 (OK)	HYDRAULIC DUMP TRAILER	CURVED/ANGLED SIDE/FLOORS;

Driver-Placard View | Side View | Back-Interior View | Front View



Primary Box (L x W x H): 498x98x44 = 2147376.0 (+)
Type: Other (L x W x H): 498x49x20 = 122010.0 (+ /2)
Type: Other (L x W x H): 498x49x20 = 122010.0 (+ /2)
Total Volume: 2635416.0 Cu Inches (/46656)= 56.49 CuYds

⊞ N/A	836649	56	02/13/2024 7:24 AM	ACTIVE	BW 4019 (OK)	HYDRAULIC DUMP TRAILER	CURVED/ANGLED SIDE/FLOORS;
⊞ N/A	820041	66	02/13/2024 7:56 AM	ACTIVE	PG 6097 (OK)	HYDRAULIC DUMP TRAILER	
⊞ N/A	820042	66	02/13/2024 11:13 AM	ACTIVE	CW 6905 (OK)	HYDRAULIC DUMP TRAILER	DOG BOX;

Page 1 of 1



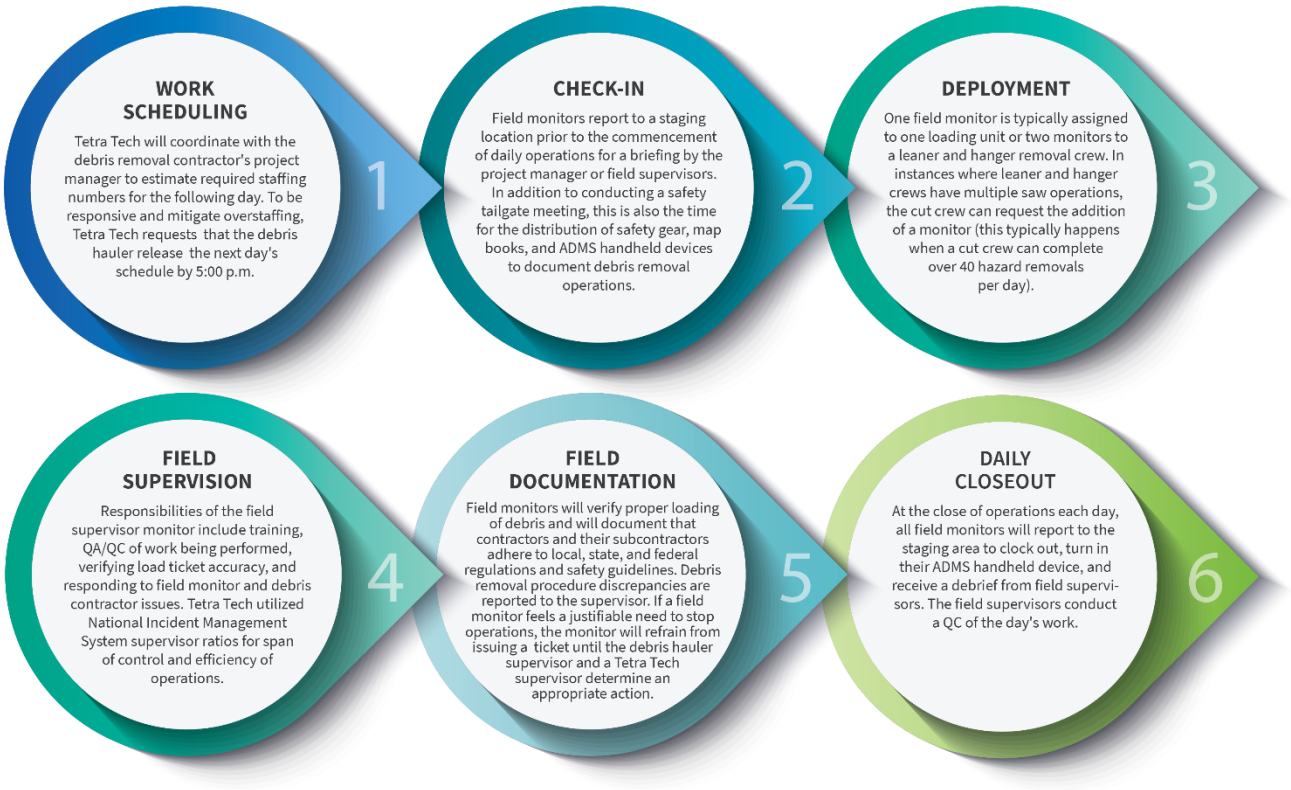
Throughout the Response phase, Tetra Tech is cognizant of the various pressures that the City is facing from its residents, elected officials, and in the case of a major event, the rest of the country. Following a notice to proceed, we activate quickly to get the community the relief it needs. Each part of this phase is integral in ensuring that life gets back to normal for the residents of the City of Destin.

Recovery



Throughout the Recovery phase, the Tetra Tech team follows a systematic approach to ensure the daily operations run smoothly. By receiving the debris hauler's schedule by 5:00 p.m. on the previous day, Tetra Tech is able to staff adequately and inform monitors if they are needed for work. A thorough check-in and assignment process gets the day started on the right foot. As the teams complete the work that is detailed on the following pages, both field monitors and field supervisors have checklists and documentation to complete throughout the day to keep compliant records. The teams return to the staging area at the end of the day to return equipment and report out before the field supervisors conduct a quality check of the work.

Exhibit 10. Daily Field Operations



Right of Way Monitoring

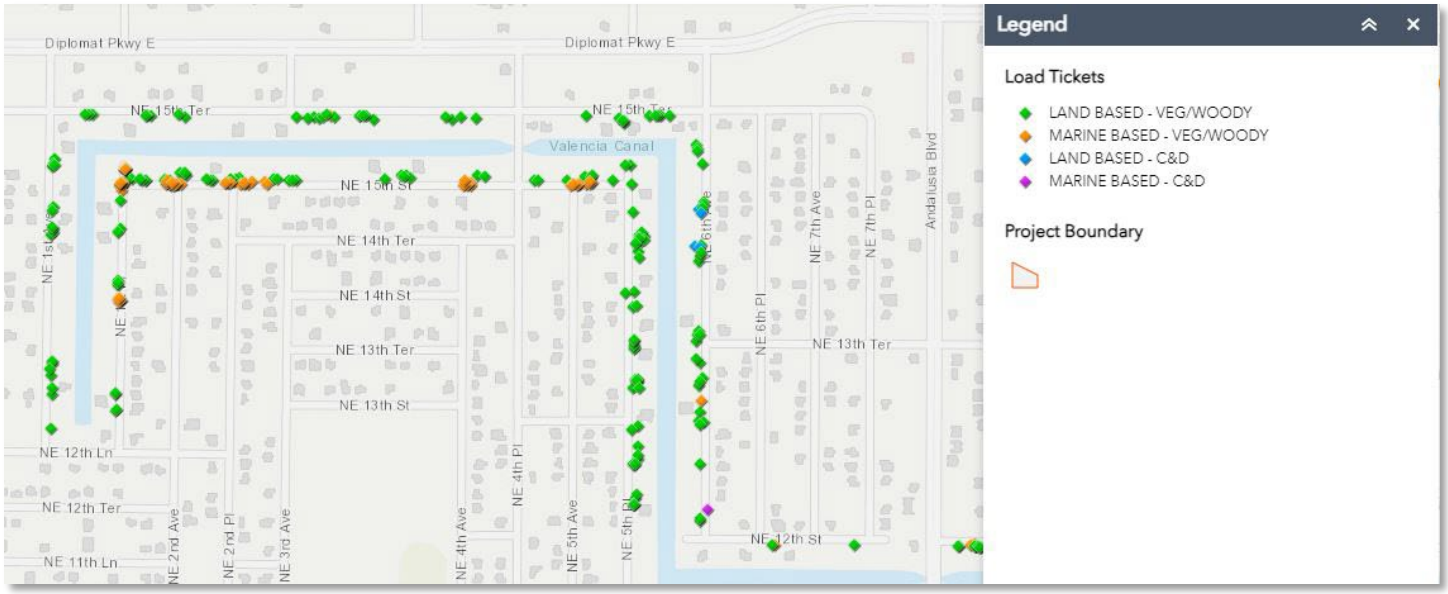
Exhibit 11. ROW Monitoring after Hurricane Sally in Baldwin County, Alabama



Our *RecoveryTrac*™ ADMS technology allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring. For the City's private/gated communities, we return to the ROEs that were collected in the Preparedness phase; for any communities that did not have the pre-work completed, we then work with them to get the paperwork completed.

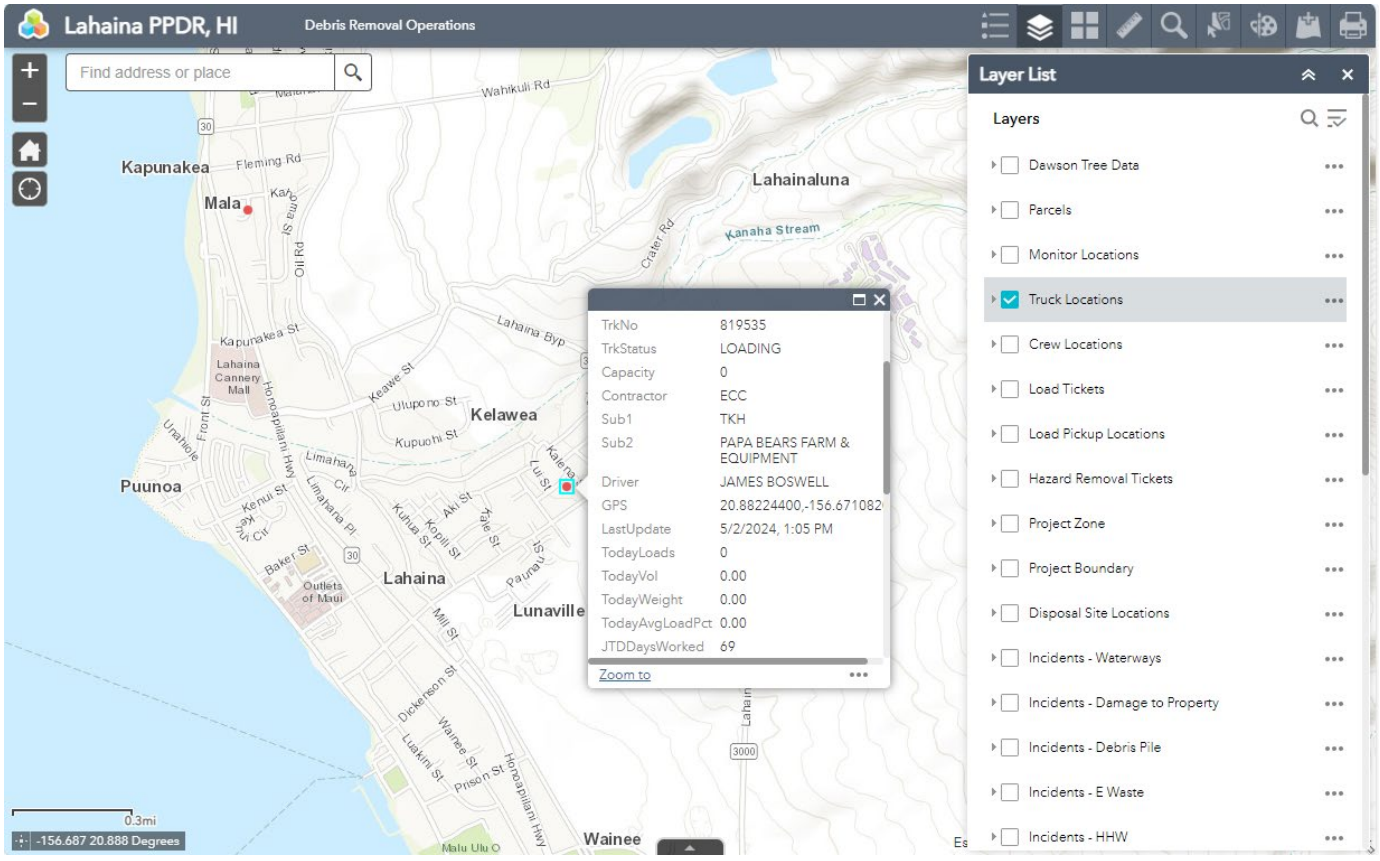
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date. Through *RecoveryTrac*™ ADMS, we have the ability to overlay road layers on the map to track pickup collections on City-maintained roads, as well as State roads once the Department of Transportation has completed their pass through.

Exhibit 12. Waypoint Collections



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Exhibit 13. Truck Locations



Hazardous Tree/Stump Monitoring

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

Exhibit 14. Hazardous Tree Removal

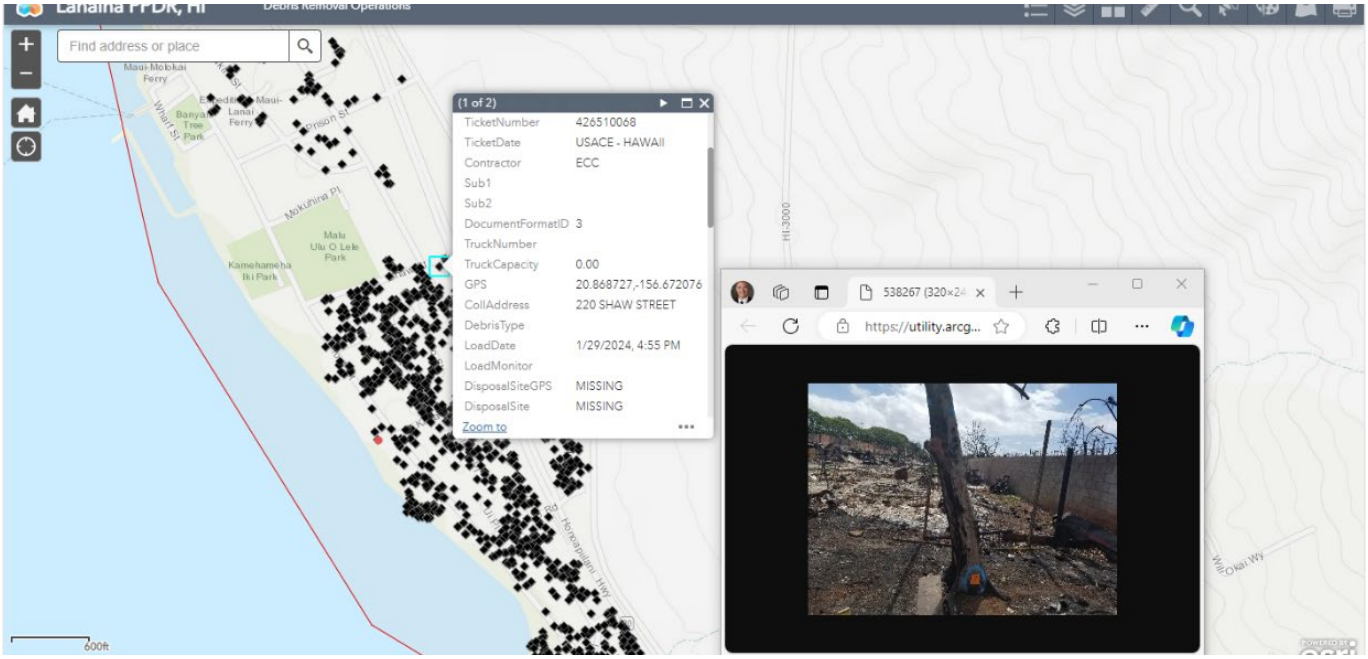


Exhibit 15. Real-Time Ticket Report

Project: USACE LAHAINA WILDFI... Ticket Type: LOAD TICKET View report

Show Tickets Starting: 05/01/2024 and Ending: 05/01/2024

RecoveryTrac Reconciled Ticket Data Export

Date	Ticket No.	Trans No.	Quan.	UOM	Service Description	Service Code	Rate	Amount	Trk/Crw No.	Truck Cap.	Load Call
5/1/2024 12:00:00 AM	9493633	1	7.66	TON	NON-ASB CONCRETE HAULING TO RECYCLING FACILITY	1229	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9493633	2	7.66	TON	RECYCLING - NON-ACM CONCRETE	1239	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9493633	3	7.66	TON	ADMS TRACKING	1242	1.00	7.6600	819536	0.00	0
5/1/2024 12:00:00 AM	9654408	1	11.11	TON	NON-ASB CONCRETE HAULING TO RECYCLING FACILITY	1229	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9654408	2	11.11	TON	RECYCLING - NON-ACM CONCRETE	1239	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9654408	3	11.11	TON	ADMS TRACKING	1242	1.00	11.1100	825589	0.00	0
5/1/2024 12:00:00 AM	9492719	1	4.14	TON	HAULING ASH/DEBRIS/SOIL ROLLOFF TO WEST MAUI LF	1225	1.00	4.1400	836699	0.00	0
5/1/2024 12:00:00 AM	9492719	2	4.14	TON	DISPOSAL - ASH/DEBRIS/SOIL/ACM CONCRETE/VEGETATIVE	1237	1.00	4.1400	836699	0.00	0

Spotlight On: ANSI A300 Tree Care Standards

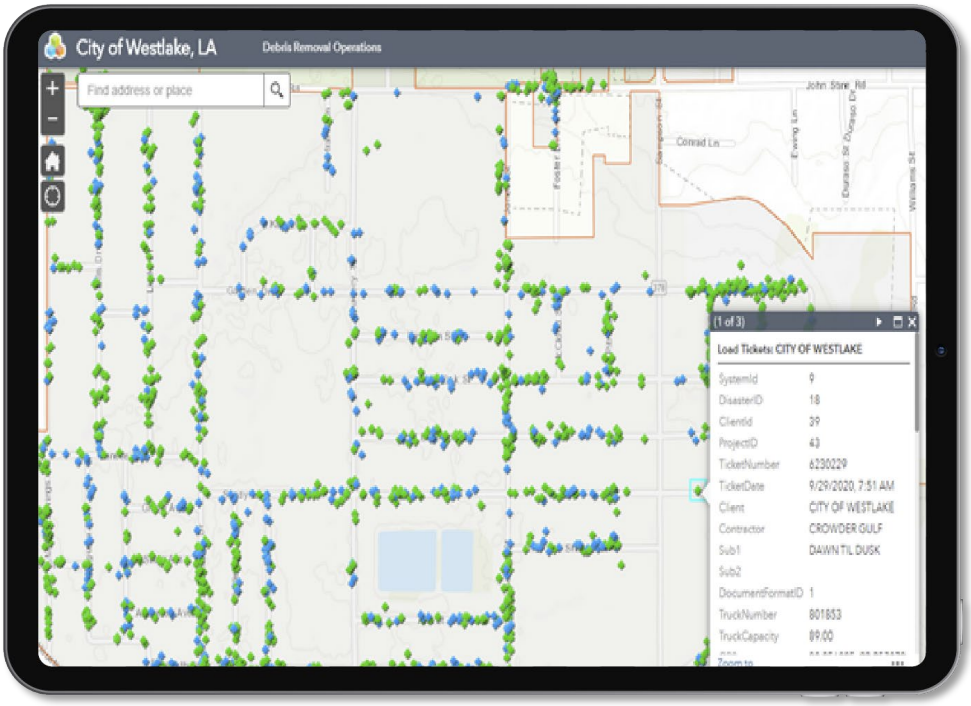
Tetra Tech recognizes the importance of complying with the ANSI 300 standards to ensure the health of the trees and the surrounding environment. Tetra Tech supports many local, state, and provincial governments and federal regulators, completing projects on their behalf that require an understanding of the latest agency policies and guidance. Our work includes field compliance oversight; permit development, review, and deficiency notifications; document review; and litigation support.



Unit Rate Ticket Geoportal Report

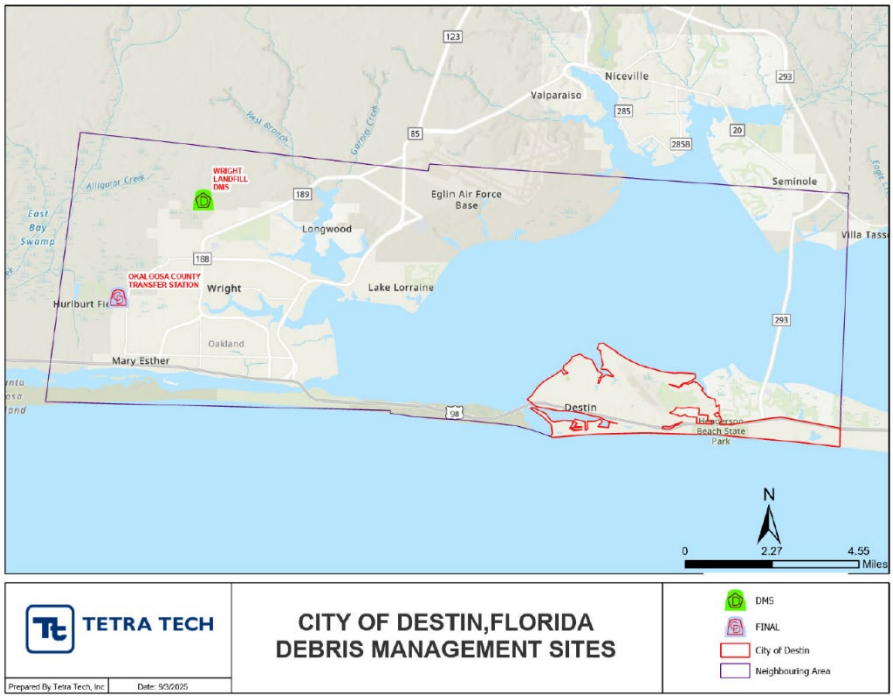
As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 16. Unit Rate Ticket Map



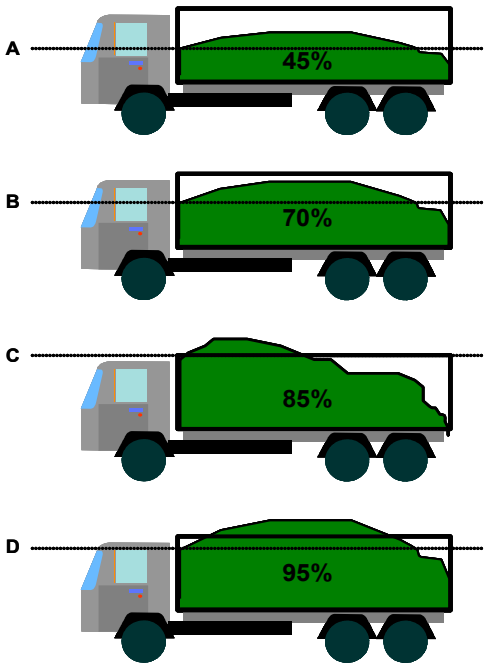
Debris Management Site Monitoring

As TDSR are activated, Tetra Tech will provide a minimum of two (2) disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the TDSR, analyze the drive time of the contractor, and verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech TDSR disposal monitors includes:



- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDSR frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 17. Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Following the completion of work at the TDSR, the baseline soil testing is used to verify site remediation is complete.

Residential Drop-Off Sites

Residential drop-off sites offer a valuable opportunity for residents to manage disaster debris onsite. To meet FEMA eligibility criteria, the City must ensure that only its residents utilize these sites, while also preventing commercial debris contractors from misusing them. Tetra Tech stands ready to support the City in monitoring these residential drop-off locations, confirming City of Destin residency before residents unload their debris, thereby ensuring compliance with FEMA regulations.

Specialty Program (PPDR, Waterways, Drainage, etc.)

Specialty Programs	
Commercial	For commercial properties, Tetra Tech plays a crucial role in swiftly clearing debris post-disaster, minimizing disruptions to business operations. We supervise the thorough removal of debris, safeguarding the property from potential structural damage and allowing for businesses to then schedule any necessary repairs. Tetra Tech helps commercial properties resume normal business operations quickly, mitigating financial losses and maintaining the trust of their tenants, customers, and stakeholders.
Private Parcel PPDR	Tetra Tech works with homeowners to ensure we have the proper right-of-entry (ROE) paperwork necessary to perform services on private parcels. Whether it's debris collection, reconstruction, demolition, or hazardous tree surveillance, we work with homeowners and ensure the projects are properly documented.
Demolition	Tetra Tech has successfully managed the demolition of over 22,000 uninhabitable residential and commercial structures. We leverage Unmanned Aircraft Systems

Specialty Programs	
	(UAS) technology to enhance visibility during demolition operations, enabling comprehensive documentation of parcels to effectively track project progress over time.
Waterways and Drainage	Tetra Tech offers extensive services for waterway and drainage system debris removal programs. This includes support in documenting maintenance programs, assessing legal responsibilities and scope eligibility, conducting post-disaster damage assessments (including drone surveys), overseeing right of entry/access programs, and managing field monitoring and storage site operations.
Parks	Tetra Tech is often called upon by local governments to monitor the collection of debris from public parks. The collection and supervision of debris monitoring in City parks results in swift restoration, allowing these public spaces to reopen for community use. Prompt removal of debris mitigates safety hazards, preserving the integrity of park facilities and protecting visitors from potential harm. Additionally, efficient debris management enhances the overall aesthetics of the parks, fostering a sense of normalcy and well-being in the community following sometimes devastating events.
Beaches	Beaches frequently serve as the main attraction for tourists visiting communities; therefore, expeditiously reopening beaches after disasters is crucial. Eliminating hazards such as pressure-treated wood from beach walkovers is essential for public beach access restoration. Tetra Tech has a proven track record of aiding coastal communities in overseeing debris removal and sand screening/replacement operations eligible for reimbursement through the FEMA Public Assistance program.
Vehicles and Vessels	Tetra Tech can support the City in documenting the whereabouts and quantities of vessel and vehicle debris within its jurisdiction, facilitating the presentation of a compelling case to FEMA for program approval and funding. Prior to submission, the City must demonstrate its legal obligation to clear the debris and confirm that it is not the responsibility of other state or federal agencies like the USACE or the NRCS.

Data Management/Invoice Reconciliation

The *RecoveryTrac*™ system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the City

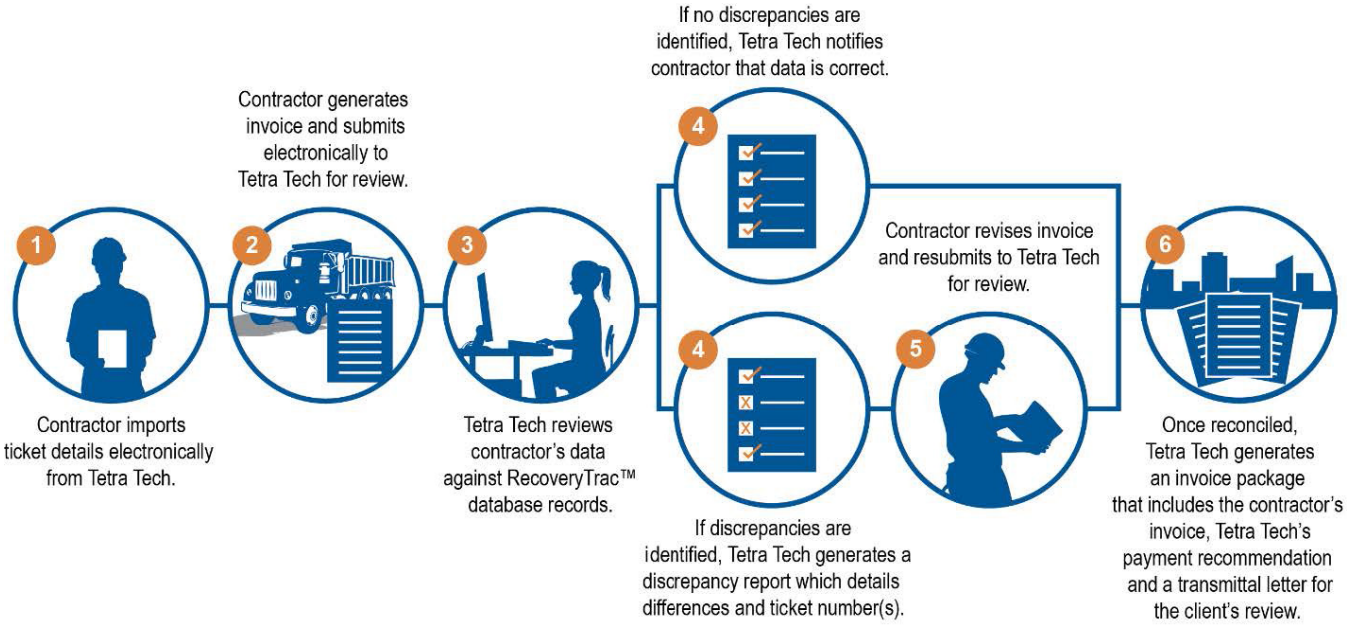
If *RecoveryTrac*™ ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the City. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Whether using *RecoveryTrac*™ ADMS or paper logs, Tetra Tech will use our *RecoveryTrac*™ database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the City. The process for contractor invoice reconciliation is as follows:

Exhibit 18. Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Exhibit 19. Payment Recommendation Report

Payment Recommendation Report

Tuesday, April 23, 2024

Invoice Cover Information

Applicant:	**CITY OF TULSA**	**Invoice Number:**	**21624**
Contractor:	**CTC DISASTER**	**Date Of Invoice:**	11/07/2023
Disaster:	**OK- SEVERE STORMS AND TORNADOES**	**Gross Amount per Invoice:**	**$169,522.00**
Invoiced Date Range:	FROM 10/29/2023 TO 11/04/2023	**Amount Held in Retainage:**	**$0.00**
		Net Amount Invoiced for Payment:	**$169,522.00**

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
2C	REMOVAL OF HAZARDOUS TREES 25-36.99 IN	8.00	$175.00	$1,400.00
2B	REMOVAL OF HAZARDOUS TREES 13-24.99 IN	15.00	$95.00	$1,425.00
1A	REMOVAL OF HAZARDOUS LIMBS > 2 IN	2,476.00	$67.00	$165,892.00
2A	REMOVAL OF HAZARDOUS TREES 6.01-12.99 IN	18.00	$30.00	$540.00
2D	REMOVAL OF HAZARDOUS TREES GREATER THAN 37 IN	1.00	$265.00	$265.00
	Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):			**$169,522.00**
	Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):			**$0.00**

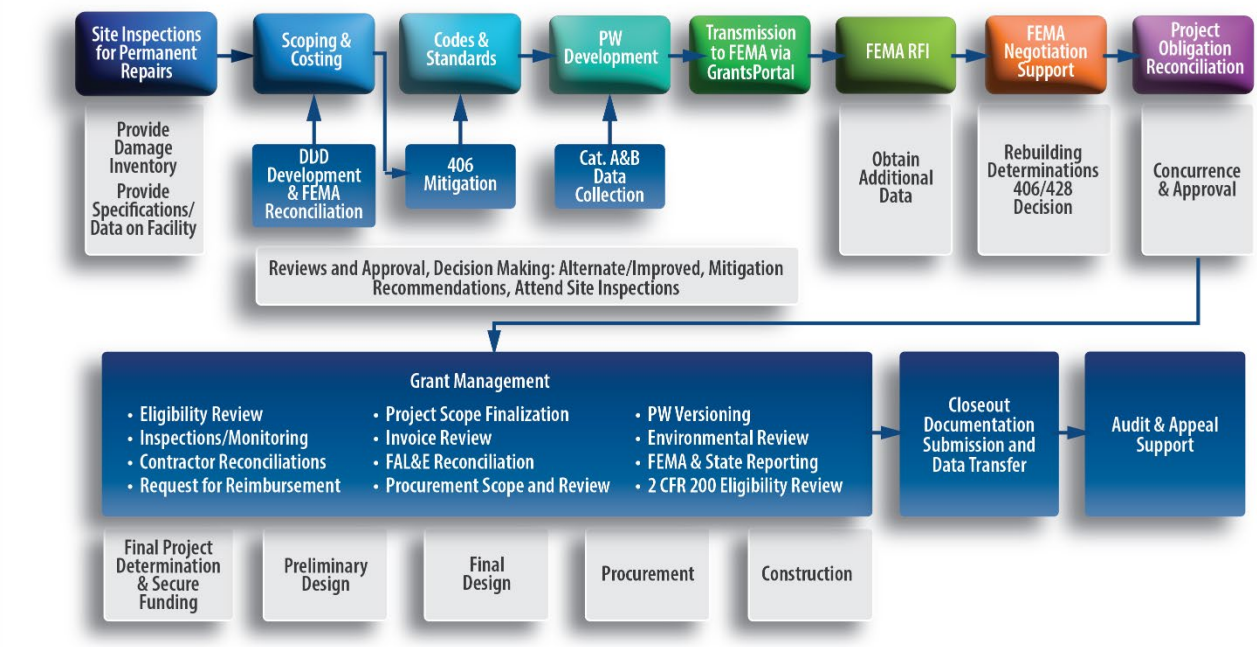
100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
110361028-1	1.00	$67.00	$67.00	110361028	10/30/2023	1.00	$67.00	$67.00	$0.00	Verified and Approved
110361029-1	1.00	$67.00	$67.00	110361029	10/30/2023	1.00	$67.00	$67.00	$0.00	Verified and Approved
110361030-1	1.00	$67.00	$67.00	110361030	10/30/2023	1.00	$67.00	$67.00	$0.00	Verified and Approved
110361031-1	1.00	$67.00	$67.00	110361031	10/30/2023	1.00	$67.00	$67.00	$0.00	Verified and Approved

Grant Management/PW Development

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.

Exhibit 20. FEMA PA Program Lifecycle



Initial Damage Estimates

Tetra Tech will assist the City in a systematic approach of cataloging, reporting, and documenting disaster-generated debris. We will develop a work plan with the City, ahead of storm season to maximize the efficient use of City and Tetra Tech resources to quickly and accurately find and report debris.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. To support the City in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the City and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

The City is supported by Deputy Business Unit Leader and debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and **upwards of $3 billion in FEMA PA reimbursement**. Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the City in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the City with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

After the receipt of the initial funding, Tetra Tech will assist the City in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.



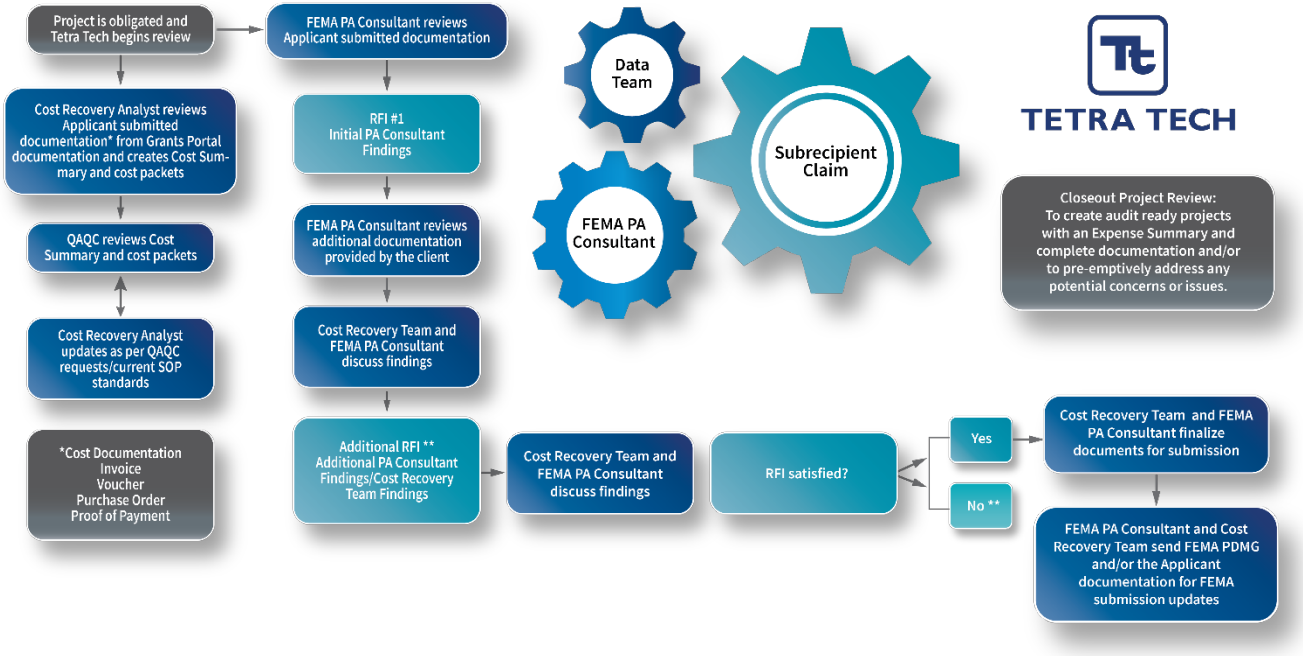
During the Recovery phase, Tetra Tech's staff is laser-focused on performing each aspect of the operations in a safe and FEMA-compliant manner. We engage our deep bench of subject matter experts and technicians to ensure that all specialty programs are performed expertly. The effectiveness of the Recovery phase positions Tetra Tech and the City for success in the final phase.

Reimbursement/Closeout



Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

Exhibit 21. FEMA PA Closeout Process



Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. If requested, the Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre- and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*™ system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*™ Fleet history, including individual route history can be downloaded and is available over the life of the project.

Project Worksheet Development and Completion

Tetra Tech's experienced grant managers are poised to help the City submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the City needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, City Inspector General, State Legislative Auditor, or others.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of experience working with FEMA Region 4.

Responding to FEMA Request for Information (RFIs)

We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be on site with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the City spends waiting for return of eligible program dollars.

Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Tetra Teach **uploads documentation and project support with consistent file naming conventions**. This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and State of Florida.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first two years of the disaster include:

Exhibit 22. Most Common Audits



Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into City activities.
- **Stay Positive:** Maintaining a positive spirit bet

This Technical Approach serves as a comprehensive testament to Tetra Tech's proficiency in managing the entire disaster life cycle with finesse and expertise. From meticulous planning and rigorous preparedness measures to swift and effective response strategies, from dedicated recovery efforts to the final closeout phase – our organization showcases a robust capability in addressing every aspect of disaster management and recovery. With a wealth of experience, cutting-edge technology, and a highly skilled team, Tetra Tech is uniquely positioned to support all our clients' needs across every stage of the disaster life cycle, ensuring resilience, efficiency, and successful outcomes in even the most challenging circumstances.

Additional Services

Tetra Tech has access to the full range of personnel with key expertise in relevant topic areas across the disaster recovery continuum. Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. The following pages review our additional service offerings, including:

- Emergency Management Consulting
- Debris Program Management Consulting Services
- Grant Administration and Disaster Recovery Management Services
- Long-term Recovery Planning and Economic Development
- Vulnerability/Hazard Identification/Risk Assessment Services
- Environmental Services

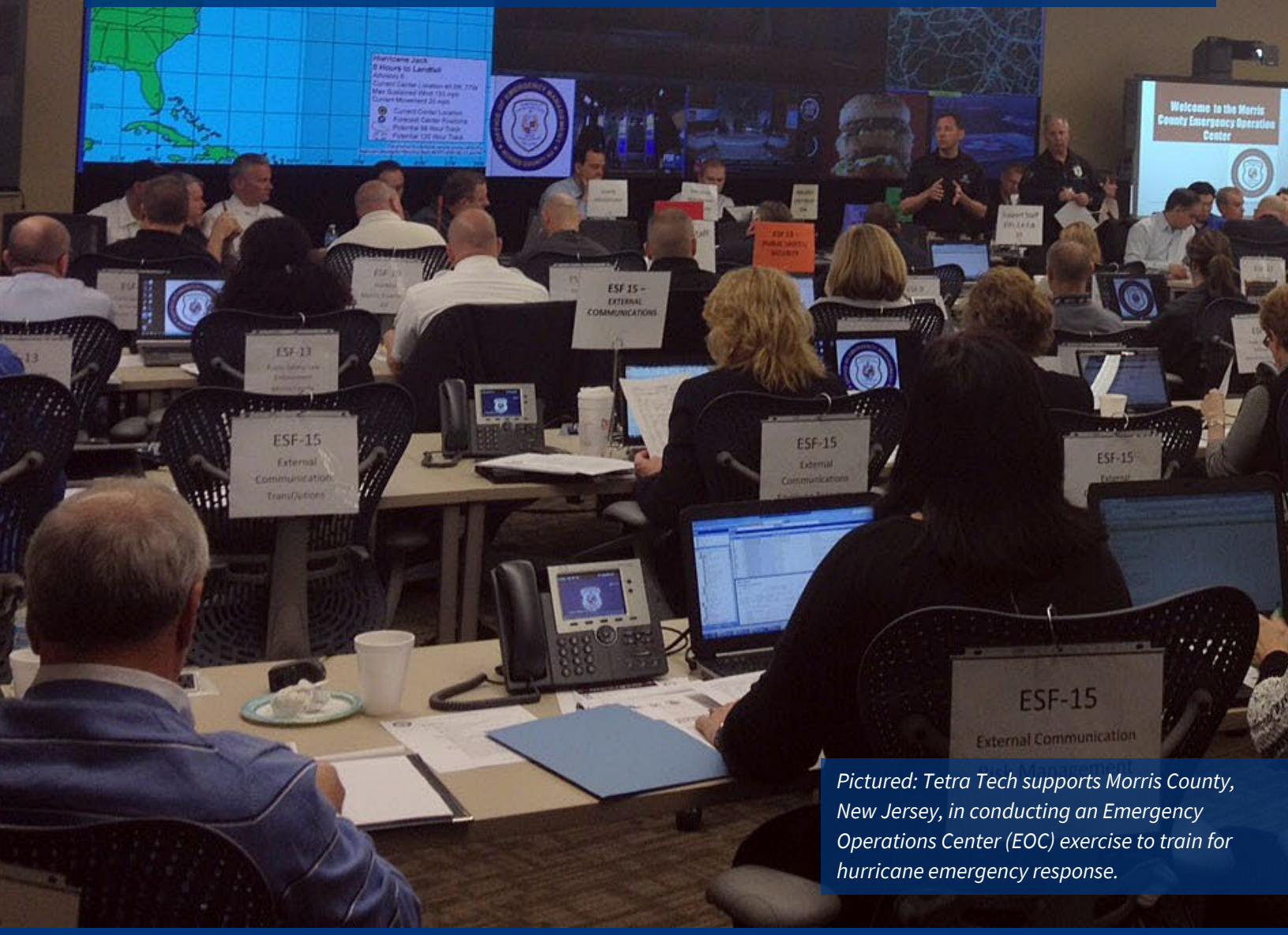
Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (HAZMAT) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.



Pictured: Tetra Tech supports Morris County, New Jersey, in conducting an Emergency Operations Center (EOC) exercise to train for hurricane emergency response.

Table 1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Tetra Tech provides hazard mitigation plan development for clients to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster in a Federal Emergency Management Agency (FEMA)-compliant format.
Emergency Operations Planning	Tetra Tech provides our clients with emergency operations planning consisting of a basic plan, emergency support functions (ESFs) annexes, and incident-specific appendices that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc.
Continuity of Operations (COOP) Planning	Tetra Tech develops COOP plans for our clients, so they are prepared to provide mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	Tetra Tech provides COG planning to our clients to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	Tetra Tech provides ESF planning to assign roles and responsibilities of supporting agencies as either a stand-alone planning effort or part of an EOP. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Tetra Tech assists department-level clients within a larger organization with primary or secondary support roles under the ESFs to develop specific emergency plans. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Tetra Tech provides evacuation planning support to our clients, including the development of: Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed

Service Offering	Description
	Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems Easily defined evacuation zones coupled with a public awareness strategy Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Tetra Tech provides regional catastrophic planning services designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, Tetra Tech provides mass care/surge capacity planning services to identify a client's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System (MMRS) Planning	Tetra Tech provides MMRS planning for clients designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale HAZMAT incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency for this effort, Tetra Tech develops volunteer management plans for client to be used to document the volunteer programs, training strategies, and available resources already defined under the Community Emergency Response Team (CERT) through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	Tetra Tech provides FAC and reunification planning to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	Tetra Tech provides EMAP accreditation support to clients interested in becoming accredited in the program. This involves assessing a jurisdiction's emergency management program against the 73 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.

Service Offering	Description
Strategic Planning	Tetra Tech provides emergency management organizations with strategic planning to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Disaster Debris Management Planning	Tetra Tech provides comprehensive disaster debris management planning services to organizations inclusive of developing the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	Tetra Tech provides ITDR planning involving a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Tetra Tech provides crisis communication/public information planning to media relations groups or organizations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
HAZMAT Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Tetra Tech provides HAZMAT commodity flow studies and develops LEPCs, which involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Tetra Tech provides crisis planning for colleges and universities to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Tetra Tech assists clients with training, testing, and exercise planning for emergency management scenarios and topics. This involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with FEMA, Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.
Integrated Planning and Management System	Tetra Tech provides Integrated Planning and Management System (IPMS) for clients to include developing baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses.
Internet/Computer-Based Training (IBT/CBT)	Tetra Tech prepares stand-alone computer-based training for individual client's needs and Internet-based training to meet the needs of on-demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help clients integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory

Service Offering	Description
	management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech provides emergency operations center support services for local, regional, and state organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech develops a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.
Occupational Health and Safety (OHS) Planning	Tetra Tech's OHS planning services include conducting worker risk assessments, identifying appropriate methods for worker protection, developing written health and safety programs, conducting training needs assessments, and developing instructor-led and computer-based training programs.
Ebola and Other Special Emerging Pathogens (SEPATH) Planning	Tetra Tech's Ebola and SEPATH planning services include community partners across the healthcare continuum to work together to develop strategies for managing and caring for individuals who are known or suspected to be infected with a SEPATH. This includes planning for isolation and quarantine, transportation of persons under investigation (PUIs), worker protection, infectious waste management, and decedent handling.
Mass Fatality Planning	Our team's mass fatality planning services involve working with coroners, emergency medical services, funeral directors, public health departments and other partners to assess a jurisdiction's ability to handle mass casualty incidents and developing strategies for strengthening this capability.
Responder and Disaster Worker Health and Safety	To help ensure the safety of first responders and disaster workers, Tetra Tech provides worker risk assessments, activity hazard analysis, and just-in-time health and safety training, including Hazardous Waste Operations and Emergency Response (HAZWOPER) training. Tetra Tech provides field operations safety monitoring, air monitoring and sampling support, and fit testing. We can also serve as site safety officers and provide safety staff support services.
Community Rating System (CRS) Assessment	Tetra Tech assists clients with conducting baseline assessments for communities interested in obtaining or improving their CRS rating. A programmatic baseline assessment looks at a community's floodplain management program prior to a Community Assistance Visit (CAV) to identify issues that may render a community out of compliance under the National Flood Insurance Program (NFIP).

Service Offering	Description
CRS Application	Tetra Tech assists clients with compiling the appropriate documentation for submitting an application to the CRS program. This may include interface with FEMA's Insurance Services Office (ISO) and meeting with NFIP or FEMA during CAVs.
Repetitive Loss Area Analysis	Tetra Tech assists clients with developing a Repetitive Loss Area Analysis (RLAA) as a systematic approach to analyzing the causes of repetitive flooding, structures impacted, and possible mitigation solutions by using the FEMA-identified RL properties as geographic locator for the issue.

Grant Administration and Disaster Recovery Management Services

Tetra Tech's team of grant administration and disaster recovery management services was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, this team seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. We offer a staff of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.



Pictured: The Tetra Tech team completing a damage assessment at the City of Houston City Hall building.

Table 2. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes OMB, FEMA and HUD guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes Section 3, Fair Housing, 2 CFR 200, and other Federal grant requirements.
Individual Assistance (IA) Services	Tetra Tech assists clients with application intake, case management, grant administration, staffing at Disaster Recovery Centers, expenditure monitoring, and other programmatic needs associated with the IA declaration.
Public Assistance (PA) Services	Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets. This includes providing technical assistance on FEMA's rules, practices, and procedures covering reimbursement for temporary and permanent work in eligible FEMA categories.
Grant Application Development and Administration (CDBG, HMGP, FHWA, NRCS, FTA, FEMA PA, and FEMA IA)	Tetra Tech provides grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
HUD CDGB-DR Services	Tetra Tech provides knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
Unmet Needs Assessment	Tetra Tech assists clients with developing unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery: housing, infrastructure, and economic recovery.
Policies and Procedures Manual Development	Tetra Tech assists client's Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities, including contractor, subcontractor, and sub-recipient oversight and monitoring.
Damage Assessment	Tetra Tech assists clients with damage assessment activities involving deploying a team of experienced staff to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Substantial Damage Estimation	Our teams of estimators perform residential substantial damage estimation on behalf of our clients after floods. These services include

Service Offering	Description
	GIS-based evaluation and visual inspections of impacted properties using FEMA's SDE 2.0 software.
Eligibility Consultation	Tetra Tech provides eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Environmental Review Records (ERRs)	Tetra Tech provides ERR services as they relate to projects proposed for funding under the CDBG-DR program funding.
Project Ranking	Tetra Tech assists clients with ranking potential projects for future consideration through federal grants. This includes providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Cash Flow Management	Tetra Tech provides financial departments within an organization with cash flow management associated with the disbursement of federal grants. This includes developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Tetra Tech provides procurement assistance to our client's including providing procurement experts to provide disaster contracting guidance to review scopes, adherence to grant funding requirements and 2 CFR 200, and satisfactory project completion.
Benefit Cost Analysis	Tetra Tech develops benefit cost analysis involving a formalized schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Tetra Tech provides feasibility and effectiveness studies involving the documentation of projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage. This includes alternate projects, improved projects, or 406 mitigation proposals to include hydrological and hydraulic (H&H) feasibility studies, cost estimating and conceptual project designs. This may include engineering and architectural services.
Floodplain Feasibility Modeling	Tetra Tech can provide clients with modeling of natural or manmade above ground waterways is used to determine where to place critical facilities including roads, bridges, and emergency operations centers. Readily applicable models such as HEC-RAS (FEMA standard flood modeling) provide quick answers to what if scenarios. This may include basic modeling using spreadsheets or software program or more in-depth modeling utilizing GIS tools. This may also include assistance with FEMA's Letter of Map Amendment (LOMA) and Letter of Map Revisions (LOMAR).
Floodplain Management Support	Tetra Tech can support Floodplain Management offices that are overwhelmed after disasters. These services include staff support,

Service Offering	Description
	substantial damage estimation appeals support, Community Assistance Visit (CAV) audits, and case management for impacted individuals.
Advanced Feasibility Modeling	Tetra Tech can provide clients with advanced modeling is typically used to answer challenging questions that involve complex flooding, erosion, scour and debris. 2-D and 3-D hydrodynamic and water quality models for rivers, streams, lakes, and estuaries help to determine permitting approaches that meet project time frames and guide the project path around pitfalls.
Site Survey and Legal Description Review	Tetra Tech provides site survey and legal description review to clients by providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Owners Representative Services	For projects in the construction phase, Tetra Tech provides Owner's Representative advising services to our clients. These tasks may include projects interface with federal and state officials, PW versioning, and providing oversight to the construction firm. This may include engineering and architectural services.
Appraisal and Valuation Services	Our team can assist clients with appraisal and valuation services utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Tetra Tech's title due diligence services for our clients involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	Tetra Tech provides public outreach programs that provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Tetra Tech provides public meeting facilitation services including documenting meeting notices, fostering public participation, facilitating discussions with stakeholders to obtain relevant information/data and obtain consensus on priorities and projects, and communicating the message of our clients.
Homeowner Consultation	Tetra Tech's homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings for programs involving acquisition/demolition, relocation, elevations or small repairs after disasters.
Relocation Assistance	Tetra Tech provides relocation assistance associated with acquisition or relocation programs. This includes engaging participants by providing relocation assistance conforming to Uniform Relocation Act (URA) rules and regulations.
Property Management	Tetra Tech provides property management services to clients who are grant recipients following disasters. This service includes program management to ensure that properties do not degrade to cause blight during the interim purpose phase.

Service Offering	Description
Negotiations	Tetra Tech provides negotiation services in systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Tetra Tech provides closing involving dedicating consultant resources to ensure a timely and efficient closing process during a buyout program.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Hazard Mitigation Proposals	Tetra Tech develops of 406 Hazard Mitigation proposal associated with a written Project Worksheet after disasters to those entities participating in the FEMA PA program.
Contractor Invoice Reconciliation	Tetra Tech assists clients with contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Tetra Tech provides insurance adjusting/subrogation to clients to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Tetra Tech assists clients with eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling during first or second appeals.
Grant Closeout	Tetra Tech assists client's years after a disaster by providing closeout services to a grant recipient. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.
HUD Action Plan Development	Tetra Tech assists clients with the development and submission of HUD required Action Plan for Disaster Recovery grant. These tasks may include the development of Action Plan amendments or waivers that may be required.
Unmet Needs Analysis	Tetra Tech develops unmet funding needs analysis to document the need for CDBG-DR funding and to form the basis of program design for the use of CDBG-DR funds.
Emergency Operations Center Staff Augmentation	Tetra Tech can support our clients' needs upon activation of a EOC by providing staff trained in incident management system (ICS) as section chiefs or operational staff.

Long-Term Recovery Planning and Economic Development

As part of or in addition to CDBG-DR funded recovery, communities, businesses, counties, states, and regions may engage in long-term recovery planning and economic development to rebuild but also to foster growth from the "new norm" following an economic downturn. Tetra Tech planners, economic development professionals, financial and budget analysts, and funding strategists can conduct this planning and implementation. These staff also assist communities in the long-term planning for their economic growth through the planning and prioritization process.



Pictured: Unmanned aircraft system (UAS, or "drone") footage in the City of Houston captured by Tetra Tech as part of a strategy to mitigate repetitive loss structures.

Table 3. Long-Term Recovery Planning and Economic Development

Service Offering	Description
Long-Term Recovery Planning	Tetra Tech prepares a long-term recovery plan that strategically defines the magnitude of the disaster, identifies both recovery and resiliency projects, involves the public, creates a process for prioritizing the projects, and defines an implementation strategy for projects. This multi-year strategic plan will be used by the community to attract financial assistance to implement their recovery efforts and will be focused on the recovery from an existing disaster. Tetra Tech also prepares pre-disaster recovery plans. These plans involve the pre-planning for a community, county, or state. These plans identify and put into place the necessary steps that should be taken during the transition from disaster response to disaster recovery. These plans focus on internal steps and policies with the public sector entity as well as engagement with external stakeholders such as NGOs, chambers of commerce, businesses, and other key stakeholders.
Economic Development	Tetra Tech assists clients with all aspects of economic development including the planning at the municipal or regional level to focusing on one or more specific sites. The broader municipal/regional plans would focus on obtaining both qualitative and quantitate data and information from the public, key stakeholders and reputable data sources. The data sources will include data related to the economy in order to perform a market analysis and economic analysis. All of this data and information will allow our team to work with the client to define goals and objectives, identify and prioritize projects, and define the necessary implementation steps for success. In regard to one or more sites, our team can assist with developing a concept for the development of the site(s) for its highest and best uses and then define the necessary steps for successfully implementing the plan.
General Planning	Projects offered to Tetra Tech under this arena include: Comprehensive Planning/Master Plans – Tetra Tech assists communities with the preparation of communitywide or neighborhood-wide plans that are all-encompassing and integrate all components of a community. This may include economic development, housing, natural and cultural resources, infrastructure, hazard mitigation, and community facilities. Sustainable/Resilience Community Plans – Tetra Tech assists communities with the preparation of plans to integrate resilience into a community in order to wither, prevent, or lessen the damages and loss of life from a disaster. Urban Reinvestment and Redevelopment – Tetra Tech assists with developing plans focused on the redevelopment of a property or a series of properties with the result of strengthening the community's economy. Sustainable Development Tools – Tetra Tech focuses on creating different types of tools (policy, ordinances, and/or regulations) that will make a community more resilient CDBG Consolidated Plans – Tetra Tech assists entities that received CDBG funds with the preparation of their required Consolidated Plans. U.S. HUD Fair Housing Analysis – Tetra Tech assists entities with the preparation of the analysis of fair housing and the preparation of the required plan.

Vulnerability/Hazard Identification/ Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.



Pictured: Tetra Tech field inspectors review construction plans for the Lackland Corridor Gateway Project in San Antonio, Texas.

Table 4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech provides turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective VAs against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Tetra Tech provides risk assessment staff to conduct retrospective and predictive ecological risk assessments (ERAs) for commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data.
Comprehensive Environmental Response, Compensation & Liability Act of 1980 (CERCLA) and Resource Conservation and Recovery Act (RCRA) Evaluations	In addition, Tetra Tech provides CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts. This includes conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Tasks would include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a “rip and run” philosophy for easy use.

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.



Pictured: Tetra Tech environmental specialists complete wetland delineations in the City of Huntsville, Alabama.

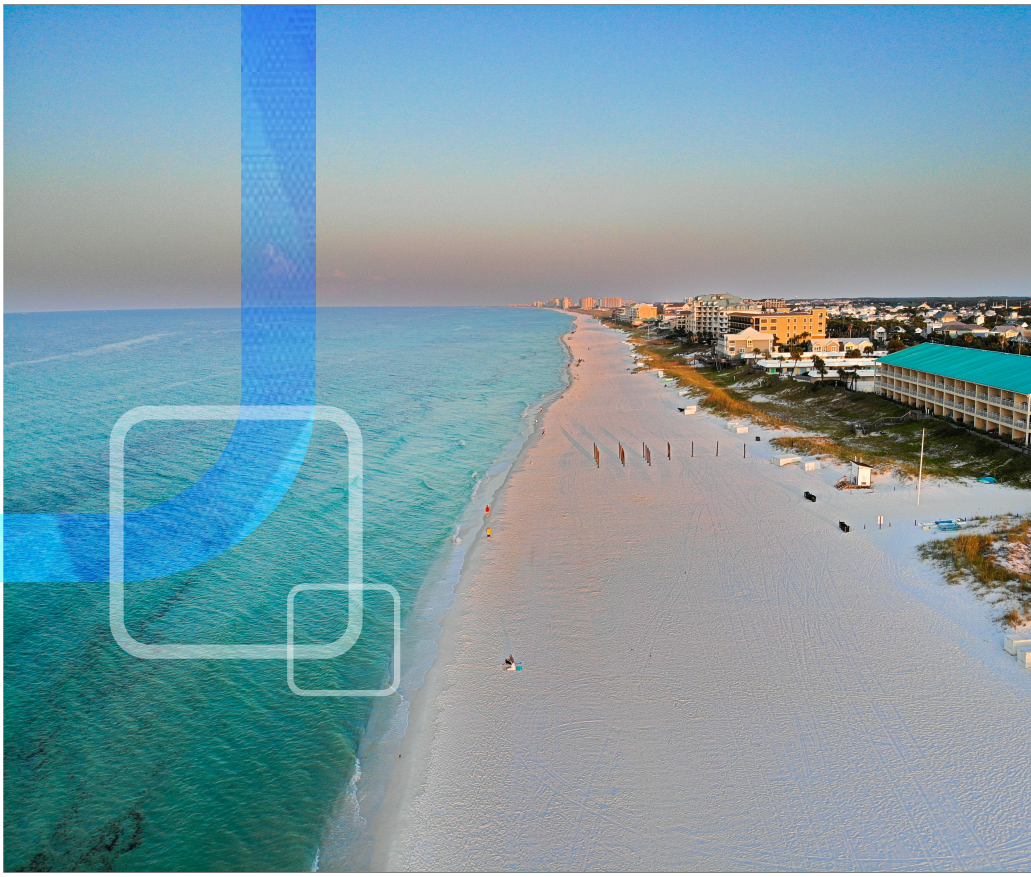
Table 5. Environmental Services

Service Offering	Description
HUD/FEMA Environmental Reviews	Tetra Tech supports our clients of the wide range of disaster recovery, hazard mitigation, and other types of projects funded by HUD and FEMA, Tetra Tech provides comprehensive environmental and historic preservation review support. In addition to preparation of documents under the National Environmental Policy Act (NEPA), we assist in compliance with related laws, regulations, and Executive Orders.
Decontamination	Tetra Tech's also provides field services for clients facing decontamination projects throughout the nation. Tasks under this category include technical oversight, characterization and disposal of radioactive residues, radiation safety program management, documentation of site conditions, radiological surveys, and internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	Tetra Tech provides climate change adaptation study services to reduce risk and vulnerabilities for our clients. This includes: Development of climate action plans and sustainability strategies General reporting and verification Comprehensive climate change response Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	Tetra Tech assists clients with a variety of restoration and remediation professional services prior to or after disasters, including: Environmental site investigations Risk assessment Fate and transport modeling Performance-based remediation Radiological decontamination and decommissioning Ecosystem restoration Geographic information systems (GIS) Site restoration and remediation Due diligence assessments Remedial system design/construction Remedial process optimization Construction management Environmental compliance Chemical/fuels and waste management Regulatory support/expert witness services Liability transfer model Third-party review – remedial strategies

TETRA TECH







Tab G: Insurance

Insurance

Tetra Tech has provided proof of insurance on the following page.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/23/2024

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	INSURER A:	Safety National Casualty Corp	15105
	INSURER B:	American International Group UK Ltd	AA1120187
	INSURER C:	Allied World Surplus Lines Insurance Co	24319
	INSURER D:		
	INSURER E:		
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability and Contractor's Pollution Liability			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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Required Documentation and Information

Tetra Tech has provided the required documentation on page 3 of the RFP on the following pages. Tetra Tech has also included our litigation history below. The information includes:

- Cover Sheet
- Letter of Interest
- RFP 25-11-PW (copy)
- Addendum Acknowledgement
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G
- Exhibit H
- Exhibit I
- Exhibit J
- Exhibit K
- Exhibit L
- Exhibit M
- Exhibit N
- Exhibit O
- Exhibit P
- Proof of Workman's Compensation Insurance Documents
- Proof of Required Liability Insurance
- Completed W-9
- Copy of State License

Litigation History

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations. **Tetra Tech is not currently a party to, and has not been a party to, any claim, controversy, legal dispute litigation, or other related legal matter where the basis of the claim involves the same or similar services as those referenced in this Request for Proposal. In addition, Tetra Tech is not barred from performing any FEMA related work.**

As such, Tetra Tech certifies that Tetra Tech has:

- no current claims, arbitrations, administrative hearings, mediations and lawsuits related to **disaster debris removal management and monitoring services**; and
- *no pending lawsuits related to* **disaster debris removal management and monitoring services***; and*
- *no judgements from lawsuits related to* **disaster debris removal management and monitoring services** *within the last* **five (5) years***.*

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

RFP Release Date:	August 21, 2025
Non-Mandatory Pre-Conference:	September 4, 2025 at 11am CT
Written Questions Due:	September 11, 2025
Response to Questions:	September 18, 2025
Proposals Due:	September 25, 2025 at 2pm CT

City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

Letter of Interest

City of Destin
Attn: City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

October 2025

Subject: Disaster Debris Monitoring Services (RFP 25-11-PW)

Dear Rey Bailey and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to the City of Destin's (City) request for proposals for Disaster Debris Monitoring Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the City:

- **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 450 local and state government clients** with planning for and recovering from disasters. With extensive experience successfully managing multiple disaster response and recovery operations across the U.S. simultaneously, we have overseen and managed the removal of **over 256 million cubic yards (CYs) of debris**, resulting in more than **$81 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Milton, Helene, Ian, Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- **Extensive Experience Throughout the State of Florida.** Since 2004, our team has **monitored the collection and removal of over 95 million CY of debris in Florida** and has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, Sally, Ian, Nicole, Idalia, and most recently, Helene and Milton. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. Florida is also our home state, where many of our principal and senior staff reside. **We have over 1,100 staff across 21 offices throughout Florida, including our Response and Recovery Division headquarters in Maitland**. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. Tetra Tech is available to Destin before, during, and after a disaster.
- **Deeply Experienced Project Management Team.** The team of disaster debris experts who were specifically selected for this engagement were chosen based on their experience, programmatic expertise, and availability to respond to Destin's needs. Leading the Tetra Tech Disaster Recovery division is **Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.** Additionally proposed Project Manager Bob Gresenz is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance (PA) Grant Program.
- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac*™ ADMS, our staff can monitor and manage a recovery effort electronically, increasing

productivity while decreasing fraud, human error, and cost to the City. *RecoveryTrac*™ ADMS enables real-time collection data and furnishes accurate and timely reporting to City stakeholders. ***RecoveryTrac*™ ADMS has been validated by the United States Army Corps of Engineers (USACE)** twice (in 2015 and 2023) and is the ADMS preferred by USACE debris contractors.

- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative: *Mr. Ralph Natale*
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: (407) 803-2551 | Fax: (321) 441-8501
ralph.natale@tetratech.com

Contractual Representative: *Ms. Betty Kamara*
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: (407) 803-2551 | Fax: (321) 441-8501
TDR.contracts@tetratech.com

Sincerely,
Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

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City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for Disaster Debris Monitoring Continuing Services Contract for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to Disaster Debris Monitoring Services for post-disaster work to include providing all tools, machines, equipment, labor, materials and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB 25-11-PW, DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder**, no later than **2:00 p.m. CT, on Thursday, *September 25, 2025,*** at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[ ]
Letter of Interest	[ ]
RFB 25-11-PW (copy)	[ ]
Qualification and Experience Narrative (no more than 12 pages)	[ ]
Exhibit A – Certification of Authority (Corporate or Individual)	[ ]
Exhibit B – Proposer's Statement of Organization	[ ]
Exhibit C – Client References	[ ]
Exhibit D – Single Execution Affidavits	[ ]
Exhibit E – Independence Affidavit	[ ]
Exhibit F – Non-Collusion Affidavit	[ ]
Exhibit G – Drug Free Workplace	[ ]
Exhibit H – Certification of Accuracy of Proposal	[ ]
Exhibit I – Scrutinized Company Form	[ ]
Exhibit J – Public Entity Crimes Form	[ ]
Exhibit K – Dispute Disclosure	[ ]
Exhibit L – List of Sub-Contractors	[ ]
Exhibit M – E-Verify Affidavit	[ ]
Exhibit N – Proposer's Fee Schedule	[ ]
Exhibit O – Certification Regarding Lobbying	[ ]
Exhibit P – Super Circular Law and Appendices	[ ]
Proof of Workman's Compensation Insurance Documents	[ ]
Proof of Required Liability Insurance	[ ]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[ ]
Copy of State License (if required for job)	[ ]
Copy of City License (if business office is in Destin)	[ ]
Other documents as requested	[ ]

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The City of Destin (the "City"), a municipality located in Okaloosa County, Florida, hereby requests proposals from qualified firms as further defined in Section 2 of this request for proposals ("Services") to provide Disaster Debris Monitoring Services in accord with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). The City shall enter into a contractual agreement with the selected contractor and by submitting a response to this proposal a proposer agrees to be the contractor if awarded. The information in this RFP will be used by the City to make its determination. The City intends to award a contract to the selected Contractor(s) for the Services provided in this RFP. Service shall be in full accordance with the specifications, terms and conditions contained in this Request for Proposal (RFP).

1.2 INTRODUCTION/BACKGROUND

The City of Destin (the "City") is the home to approximately 14,000 full-time residents residing on 7.5 square miles in Okaloosa County. Known as "The World's Luckiest Fishing Village," Destin is renowned for its sugar-white sand beaches, emerald-green waters, and abundant marine life. The city occupies a peninsula bordered by the Gulf to the south and Choctawhatchee Bay to the north, with access to major transportation routes via U.S. Highway 98. Its strategic coastal position makes it a popular tourist destination and a vibrant fishing port, while also placing it in an area vulnerable to tropical storms and hurricanes, necessitating robust disaster preparedness and recovery capabilities.

The City is committed to efficient government administration. A small core of the City staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.3 FEDERAL FUNDING

This project may be subject to FEMA Guidelines in the event of a disaster. Contractor shall adhere to (1) the FEMA Guidelines (as may be amended or superseded), (2) the contract provisions listed under 2 CFR Part 200, Appendix II, and (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time.

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Attachment D.

1.4 SUSPENSION/DEBARMENT

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

1.5 CITY RIGHTS

The City reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the City deems in its best interest. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability,

integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFP.

The City also reserves the right to waive minor variations or irregularities in the Responses.

1.6 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFP	August 21, 2025
2	Non-Mandatory Pre-Bid Meeting	September 4, 2025 at 11am
3	Closing Date for Bidder Questions	September 11, 2025
4	Proposals Due (2pm CT)	September 25, 2025
5	Staff Member's Review of Technical Proposals	Week of September 29, 2025
6	Reference Checks	Week of September 29, 2025
7	Evaluation Committee Meeting	October 2, 2025
8	Award Recommendation	October 6, 2025
9	Contract Negotiation	Week of October 6, 2025

1.7 REQUEST FOR INFORMATION (RFI)

Vendors may request additional information or clarification by emailing the City Clerk's Office at cityclerk@cityofdestin.com. The request must include the vendor's name, the RFP number, and RFP title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events to receive a response. Late or mis-delivered requests may not receive a City response.

The City will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The City, at its sole discretion, may not issue a response to an RFI. Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFP and any issued addendum, the last addendum issued will prevail.

Addenda will be made available on the City of Destin website www.cityofdestin.com. It is the vendor's sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.8 ADDENDA

If the City finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the City will issue written addenda/addendum. Each Vendor must acknowledge receipt of each addendum by signing the acknowledgement (Section 6) and providing it with its Response.

1.9 DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City Clerk at cityclerk@cityofdestin.com. If applicable, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.10 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 6 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover

letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.11 PRE-CONFERENCE MEETING/SITE VISIT

A NON-MANDATORY Pre-Conference meeting/site visit will be held on **Friday September 4, at 11am** in the City of Destin Board Room, 4200 Indian Bayou Trail Destin, FL 32541. All interested Proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.12 CITY AUTHORITY

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

1.13 RESPONSE/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

1.14 TERMS OF ENGAGEMENT

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the City, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for three (3) years with the option to extend at its sole discretion for two (2) one-year (1-year) renewal terms for the maximum of five (5) years. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the City of Destin Council and both parties execute a written contract.

Proposals that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

1.15 NOTICE TO PROCEED

The Successful Proposer shall not begin work until the City issues a written Notice to Proceed ("NTP"). Work performed by the Successful Proposer prior to receiving the NTP shall be deemed non-compensable by the City. The Successful Proposer shall not have any recourse against the City for prematurely performing unauthorized work.

1.16 EQUAL EMPLOYMENT OPPORTUNITY

The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that: No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract. Specifically:

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.

- The City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

END OF SECTION

SECTION 2. PROJECT DESCRIPTION

2.1 DESCRIPTION:

The City is looking to secure an agreement with a qualified firm to provide Disaster Debris Monitoring in accordance with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). In addition to Debris Monitoring Services, the City is seeking services to include Public Assistance and Emergency Management Support in the preparation response and recovery phases of the disaster. This RFP is for debris monitoring and ancillary services during a disaster. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working and environmentally compliant environment. The City of Destin has the right to:

1. Increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.
2. Separate services of the contract.

2.2 SCOPE OF SERVICES

The City is seeking a Contractor to perform emergency debris removal monitoring to include Collection Monitoring, Temporary Debris Staging and Reduction ("TDSR") site monitoring, Residential Debris Drop-off Site ("RDDS") monitoring, data reporting, Public Assistance and Emergency Management Services and other related services.

2.3 PROJECT MANAGEMENT/PROCESS OVERSIGHT

The Contractor shall be responsible for the overall monitoring of debris contractors. This will include monitoring the Debris Removal Contractor's ("DRC") progress and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The Contractor shall coordinate with the DRC to ensure a well-managed, organized approach to debris collection and shall recommend the routing collection plan for approval by the City.

The Contractor shall appoint a Project Manager for the overall coordination and communication with the City. This Project Manager will serve as the City's primary point of contact and shall remain on the job at all times it is operational. The contractor must use all reasonable efforts to ensure the individual serving as the Program Manager remains consistent throughout the life of the contract. The Program Manager must be familiar with City's Comprehensive Emergency Management Plan ("CEMP").

The Contractor shall provide a temporary field office for the monitoring staff if directed by the City. The office shall include telephone, computer, copier, and fax.

Examples of project management/process oversight tasks include but are not limited to:

1. Coordinating daily briefings, work progress, staff and other key items with the City and DRC.
2. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
3. Establishing a schedule for the inspectors each day.
4. Monitoring and recording the weight (in tons) of each vehicle in service.
5. Tracking and coordinating with City personnel to respond to problems in the field, citizens' complaints, to include commercial or residential property damage claims as a result of debris removal.
6. Conducting end of day duties, verifying all vehicles have left the TDSR & RDDS sites at City's specified time, and sites are secured [gate locked] to prevent illegal dumping.

7. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the City and updated by 10:00 AM of each business day of the progress from previous the previous day(s) work.
8. Scheduling and managing field staff.
9. Scheduling and conducting periodic meetings with field staff and Contractors.
10. Ensuring all applicable FEMA policies and regulations are followed.

2.4 STARTUP OPERATIONS

The Program Manager, key personnel, and at least 10 fully trained field monitors will report to the City Hall (4200 Indian Bayou Trail) within twelve (12) hours after the disaster event has passed (as determined by the City's Emergency Manager) and the City has initiated its response efforts. The City may issue a Notice to Proceed ("NTP") in anticipation of a disaster event with the expectation that Contractor commences the work as soon as possible after the disaster event has passed. Contractor must commence work no later than after completion of the first push (24 hours after the disaster has passed). The Contractor must deliver to the City an Event Performance Bond for the full amount of the Task Work Order within seven (7) days of issuance of the NTP.

The Contractor must be operational at the completion of the first push (24 hours). The DRC and City employees (if applicable) will report to the Field Operations Center to obtain work orders and field monitors from the Contractor before work is commenced. The contractor must prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.

The Program Manager will assist the City in developing a Debris Management Action Plan for the specific occurrence. Contractor may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDSR, estimating debris quantities, and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.

2.5 FIELD COLLECTION MONITORING

In order to obtain FEMA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall verify that the City's DRC has established an accurate and complete electronic load ticket process and provide collection monitors-staff to record required FEMA data. The Contractor shall train collection monitors to assure that proper County and FEMA documentation protocol requirements are instituted and followed.

Contractor shall provide a field quality control team consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to adjust the specified field staffing, a detailed plan should be submitted to the City for review and approval prior to adjustment. The Contractor shall provide daily feedback to the City through the management team.

All field team members shall be equipped with state-of-the-art technology, which shall include automated debris management system, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

The Contactor must certify every debris-hauling vehicle prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been weighed and placarded by the City's DRC. Contractor must monitor and document all debris removal vehicles specifications, volume, load, and any other information or activity deemed necessary and/or appropriate.

Examples of field collection monitoring tasks include, but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.
2. Verification that the DRC is working in their assigned contract areas.
3. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
5. Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps, and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities, and GPS coordinates.
6. Report to the City any work performed by the DRC that is not in compliance with all federal, state, and local safety regulations appropriate for the task being performed.

2.6 LOAD TICKETS PROCESS

The Contractor shall ensure that the DRC has use of a proprietary or contracted Automated Load Management System to use for a load ticket process. A demonstration of the performance may be required to complete the process for recording of FEMA data. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the DRC, vehicle driver, the subcontractor, and the Contractor shall also receive copies of completed load tickets. Tickets retained/collected by the Contractor on behalf of the County shall be turned over to the County daily.

Load tickets shall include the following minimum information:

1. Date
2. Time
3. Map page.
4. Section number
5. Complete street address of closest property
6. Nearest cross streets
7. Tag number.
8. Type of debris
9. Vehicle number
10. Percent of volume full
11. Driver name (printed) and signature.
12. Field monitor's name (printed) and signature.
13. Name of sub-contractor
14. Tower monitor's name (printed) and signature.

2.7 TEMPORARY DEBRIS STAGING AND REDUCTION (TDSR) SITE AND RESIDENTIAL DEBRIS DROP-OFF SITE (RDDS) MONITORS

The Contractor shall provide a minimum of two (2) site monitors for each TDSR & RDDS site. These staff members in conjunction with the project management team shall coordinate the logistics of the site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as, but not limited to, vehicle fullness and type of waste). The Contractor shall observe all vehicles entering and exiting the TDSR & RDDS sites ensuring all vehicles are in good repair and safe with secure side boards.

No vehicles will be allowed to enter a TDSR site without a tailgate. The Contractor shall provide verification that all sites have access control and security.

When a TDSR site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the weight(s) in tons are correct. The site monitor should not sign or accept any partially completed information. The Contractor shall provide RDDS Site Monitoring for all incoming debris to the City's designated residential debris drop off sites, ensure only the City residents are using the facility, that all deliveries are documented, communicate to residents on proper handling and disposal practices, distribute informational flyers, report and document suspected commercial activity for investigation, notify residents that unsecured loads, protruding debris or other un-safe transport practices will prohibit use of facility, and report safety or other hazard situations to the City.

2.8 EMERGENCY MANAGEMENT PLANNING AND TRAINING

The Contractor shall participate in all City emergency management training exercises as directed by the City. The Contractor shall provide the following:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSR locations. Staff training as necessary.
4. Procurement assistance for DRCs and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.
9. Provide training to City personnel to serve as monitors if needed.
10. All command and general staff positions for a Type III Incident Management Team

2.9 PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the City, the Contractor shall provide the following services:

1. Identification of eligible emergency and permanent work (Category A-G).
2. Damage Assessment.
3. Assistance in attaining Immediate Needs Funding.
4. Prioritization of recovery workload.
5. Loss measurement and categorization.
6. Insurance evaluation, documentation adjusting and settlement services.
7. Project Worksheet generation and review.
8. FEMA, FHWA and NRCS reimbursement support.
9. Staff augmentation with experienced Public Assurance Coordinators and Project Officers, response support personnel experienced in Incident Command System (ICS) (example, PIO, Planning, Operations, Logistics, Finance personnel)
10. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.

11. Appeal services and negotiations.
12. Provide disaster response training to City staff members.
13. Reconstruction and long-term infrastructure planning; and
14. Final review of all emergency and permanent work performed.

2.10 CERTIFICATION OF PERSONNEL

Senior management personnel of the Contractor will participate, upon request, in training and briefing sessions held by representatives of the City. Senior personnel of the Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System ("NIMS"). Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations. Upon their deployment for field operations, all Contractor and Sub-Contractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

2.11 ADDITIONAL SUPPORTING DOCUMENTATION

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.12 REPORT MAINTENANCE

Contractor will be subject to audit by federal, state and local agencies pursuant to the agreement. The contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years from project closeout.

2.13 ADDITIONAL SERVICES

Contractor shall provide necessary manpower to assist City with logistics, operations, and community relations in an emergency activation. Personnel shall be experienced in Incident Command System ("ICS").

END OF SECTION

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP. It is not required to include Section 1 – 5 with the submission of the RFP Proposal.

3.2 INTENT

The City is requesting proposals from qualified and experienced firms to provide Disaster Debris Monitor Services under a continuing services contract. The intent is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Disaster Debris Monitor Services for the City in conformity with the requirements of this Request for Proposals.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Proposer must demonstrate the following in their response:

1. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation

2. Must have five (5) years of continuous operation under the same name providing the same Services.

3. Proposer's project team must have prior experience within the past five (5) years in the same field as the Services.

4. Proposer's principal-in-charge must have a minimum of five (5) years of experience within the same field as the Services; and

5. Proposer's project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidder shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The City reserves the right to make investigations of the Bidders' qualifications or any of its agents, as it deems appropriate.

3.4 RFP DOCUMENTS

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed and submitted. A proposer's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the City. All instructions in the RFP must be adhered to.

3.5 PROPOSAL FORMAT

A. The proposal shall be typewritten 8½ x 11-inch white paper.

B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.

C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The proposer shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important to follow the format outlined below to assist the CITY in the evaluation process. All proposals must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the CITY:

I. Tab A - Representations and Certifications

- Cover Sheet
- Proposal Forms listed in Section 6.
- Exhibit B: Fee Schedule
- Exhibit D: Transition Plan
- Statement of Financial Stability

II. Tab B – Executive Summary

The proposer shall provide the following information in the order outlined below:

1. A title page.
2. A table of contents
3. Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer's ability to meet the requirements of the RFP and a statement describing why the proposer believes itself to be best qualified to provide the identified services.
4. Deliverables, tasks, activities, etc. as outlined in the Scope of Services.
5. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized.

III. Tab C – Qualifications and Experience

The proposer shall provide the following information in the order outlined below:

1. **Qualifications:** Provide a brief description of your firm, including:
    a. Qualification of Firm
    b. Qualification of Staff
    c. Industry Knowledge and Expertise
    d. Project Management and Special Services pertinent to this Solicitation; and Past Performance (The evaluation should consider past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such

information is relevant to this solicitation. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

2. **Service Team and Resume**
    a. Provide an organizational chart of the team that would serve the CITY.
    b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member.
    c. Provide information on the relevant experience of each team member.
    d. Describe what approach the team would take in providing services to CITY. Indicate type and frequency of meetings and other forms of communications.

3. **Provide a Personnel Plan that includes:**
    a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.
    b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.
    c. The organizational chart must include managerial positions assigned to CITY and Corporate levels for the Proposer's company with the corresponding roles to CITY staff.
    d. Provide detailed description of each position's role and responsibilities.

IV. Tab D – Subcontracting Plan

The proposer shall submit a subcontracting plan with the proposal. The plan shall specifically identify names of potential subcontractor(s), or area to be subcontracted, field of expertise, number of years in the field, proposed dollars amount of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract and monitored throughout the life of the contract for compliance.

V. TAB E – Proposal Approach

The Proposer must submit a comprehensive approach to implementation of the Project in accordance with the Scope of Work in Section 2, of this RFP. The comprehensive approach must provide information regarding the documentation and ability to furnish the services necessary to implement the Project in accordance with the Package, and the any innovative technology solutions to be employed in the provision of the Services for the Project.

VI. **TAB G – Insurance.**
Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the City. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the requirements set forth in the form attached to this RFP as Attachment "B."

E. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
- Exhibit E: Performance & Payment Security

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

CONTRACTOR's solicitation response must be submitted to the City Clerk's Office (4200 Indian Bayou Trail Destin FL 32541) by the date and time specified in the solicitation. The City will not consider responses received by any other means. Any bid may be rejected for noncompliance to requirements after full review by the City. The sealed submittals will be publicly opened at the City of Destin, City Hall at 2pm on the Proposal Due Date. Recommendation for award will be made at a City Council meeting.

3.7 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER SUBMITTAL DEADLINE

Once a proposal has been submitted by the Proposal Submittal Deadline, it shall not be returned to the proposer.

3.8 PROPOSAL GUARANTEE

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

3.9 MULTIPLE PROPOSAL PROHIBITED

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer is involved

in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The City shall only consider one proposal from one proposer.

3.10 ADDITIONAL TERMS AND CONDITIONS

Proposer shall state any exceptions/deviations from the RFP requirements or Agreement. Exceptions to the Agreement should contain a summary of every objection or deviation with adherence to specific RFP or Agreement sections.

3.11 INTERPERPRETATIONS AND INQUIRIES

A. Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.

B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

C. Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the City to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the proposers by the City may be relied upon.

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the City and whose Proposals meet the requirements and criteria set forth in this RFP. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Proposers shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

END OF SECTION

SECTION 4. EVALUATION OF THE PROPOSAL

4.1 BID COMMITTEE

Proposals submitted shall be evaluated by the City Bid Committee. The Bid Committee shall evaluate proposals and make a recommendation of the most qualified firms to the City Council. The Bid Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for the award. Each Bid Committee Member shall complete and execute an independence affidavit.

4.2 QUALIFICATION EVALUATION

A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Bid Committee. Such a determination shall be based on information furnished by the proposer, as well as other information reasonably available to the City.

B. The Bid Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each proposer. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Bid Committee may disqualify any proposers that make exaggerated or false statements.

C. The Bid Committee may make such investigations as it deems necessary to determine the responsibility and ability of the proposer and the proposer shall furnish the City all such information for this purpose as the City may request before and during the proposal period. The Bid Committee reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all proposers. The Bid Committee may reject a proposer or qualify a proposer.

4.3 RESPONSIVENESS

The factors to be considered in determining the responsiveness of each proposer include but are not limited to the following:

A. Completion, accuracy, and submission of all required documentation.

B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.

C. Consistency of the offered goods or services as set forth in the Agreement.

D. Accuracy of mathematical calculations.

4.4 RESPONSIBILITY

The factors to be considered in determining the responsibility of a proposer shall include but not be limited to the following:

A. Proposers experience and performance.

B. Financial ability to perform the services described in the Agreement. Proposers must

demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

i. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;
OR

ii. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

C. The financial statements requested are developed into nine financial ratios which include the following:

i. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
ii. Working Capital - measures liquid assets that provide a safety cushion to creditors.
iii. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
iv. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
v. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
vi. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
vii. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
viii. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
ix. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**Proposers will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. **

D. Litigation history

E. The scope and content of any investigations, reports or audits relating to, or communications with, the proposer that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.

F. Whether the proposer has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.

H. Whether the proposer or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

4.5 EVALUATION PROCESS

A. The Bid Committee shall convene at a publicly noticed meeting and collectively discuss and review the proposals. Each member of the Bid Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Bid Committee Chairperson shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Bid Committee is included in this Section.

B. Proposals shall be evaluated and ranked based on the following categories:

Category	Score (Points)
Experience and qualifications in debris removal services, including knowledge of FEMA reimbursement procedures	10
Past performance or with others	5
Proposed methodology	5
Resources and availability	5
Proposed Price/Financial Stability	5
Total:	**30 Points**

C. The Bid Committee may interview some or all of the proposers. During the evaluation process, the Bid Committee may request any or all proposers to make oral presentations. Based on the final rankings resulting from the process described above, the Bid Committee will make a recommendation for award of the Agreement.

D. In the event of a tie, the price proposal shall be the basis for determining the award recipient.

4.6 AWARD

Following notification of the firm(s) selected, the City Council may authorize the City Manager to execute an agreement with the top-ranked proposer, and if determined to be in the best interest of the City, any additional proposers, in order of rank.

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

5.2 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with Proposals shall become property of the City and shall be deemed to be public records subject to public inspection.

5.3 LOBBYIST REGISTRATION

Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.

5.4 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

5.5 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

5.6 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the City shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the City or recourse against the City. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

5.7 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior

written approval by the City. The City reserves the right to request additional documentation, as required by the RFP prior to making its determination. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any Subcontractor performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.

5.10 CONFLICT OF INTEREST

Proposers, by responding to this RFP, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the City. Further, Proposers shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

5.11 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

5.12 NON-DISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

5.14 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation

and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form, attests to this.

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.

B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the City. Failure to do so may result in the proposal being disqualified, at the City's sole discretion.

5.16 PUBLIC RECORDS

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.17 PUBLIC ENTITIES CRIME

A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the City and may not transact business with the City in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

5.18 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

B. if $1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

C. if $1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

5.19 EXAMINATION OF CONDITIONS

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the City for the Proposer's failure to do so.

5.20 BID GUARANTY - N/A

5.21 BONDS

A Bid Bond is not required as part of this Contract.

5.22 INSURANCE REQUIREMENTS

Proposer shall secure and maintain throughout the duration of the Contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the City. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

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

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

c) Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy,

without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non- Owned Vehicles.

The Successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the City a fully executed Contract and all requested certificates of insurance and bonds.

5.23 CONE OF SILENCE

To ensure fair consideration for all Proposers, a Cone of Silence is enforced starting on the posting date of the proposal submission. Proposers are asked not to communicate with any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the City to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the City Clerk's Office at cityclerk@cityofdestin.com.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Phone Number: _____

Address: _____

Address: _____

Authorized Signature: _____

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ____ _____of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____day of _____, 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

EXHIBIT A - CERTIFICATE OF AUTHORITY

(if Individual)

I,_____("Affiant") being first duly sworn, deposes and says:

1. I am the _____

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

   _____doing

   business as _____, the

   Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____day of _____, 20__, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

_____

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

   _____

2. Principal Business Address, Phone and Email Address:

   _____

   _____

   _____

3. Principal Contact Person(s):

   _____

   _____

   _____

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

   _____

   A. If a corporation, in what state incorporated: _____
   B. Date Incorporated: _____
   C. Federal ID Number (EIN)_____
   D. If a joint Venture or Partnership, date of Agreement: _____
   E. Name and address of all partners (state whether general or limited partnership): _____
   F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

   Name **Title**

   _____

   _____

   _____

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

   Name **Address** **Title**

   A. _____
   B. _____
   C. _____
   D. _____

8. Outline specific areas of responsibility for each entity listed in Question 7.

   A. _____
   B. _____
   C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: _____
   Municipal: _____

10. Have you ever failed to complete any work awarded to you?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes ____ No _____ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes ____ No _____ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ____ No ___ **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ___ **No** ___ **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____Yes, _____No

23. How soon after the award can you begin work? _____Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
_____
_____
_____

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. _____

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this ___day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #2

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #3

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[ ] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

_____
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

_____
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.



3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

_____
Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

_____

_____

_____

_____

_____

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is_____ of_____, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature (Blue ink only)

_____

Print Name

_____ _____

Title Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that

_____does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by:_____
(name of entity submitting sworn statement)

whose business address is: _____

_____

_____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is:_____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. _Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. _The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ___The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) __The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

_____
Signature (Blue ink only)

_____
Print Name

_____ _____
Title Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____day of _____, 20_,
by _____as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: _____ In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated _____ including Addenda numbered _____through _____, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$		$
Debris Site / Tower Monitors	$		$
Field Coordinators (Crew Monitors)	$		$
Project Manager	$		$
Operations Manager	$		$
FEMA Coordinator	$		$
Scheduler / Expeditors	$		$
GIS Analyst	$		$
Environmental Specialist	$		$
Project Inspector (Citizen Site Monitors)	$		$
Load Ticket Data Entry Clerks (QA /QC)	$		$
Billing / Invoice Analysts	$		$
Administrative Assistants	$		$
2.8 Emergency Management Planning & Training	$		$
2.9 Public Assistance Consulting Services	$		$
TOTAL			**$**

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$		$

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
		$
		$
		$
		$
		$
		$
		$
		$
		$

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: _____

Proposer's Name: _____

Proposer's Email: _____

Proposer's Title: _____

Company Address: _____

Proposer's Signature: _____

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[ ] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Sub-Recipient/subcontractor's Authorized Official

_____ _____

Name and Title of Sub-Recipient/subcontractor's Authorized Official Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i)The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"
10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

AUGUST 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

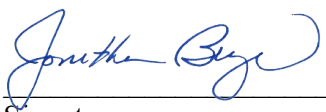
The non-mandatory pre-bid meeting is scheduled for Thursday September 4, 2025, at 11am CT at 4200 Indian Bayou Trail Destin FL 32541. Section 1.11 incorrectly states that this meeting will take place on Friday September 4th.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

Jonathan Burgiel, Business Unit President
Print Name


Signature

September 26, 2025
Date

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 11, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

1. Incumbent Contractor / History

Q: Who is the incumbent, and how long has the incumbent been providing the requested services?
A: This is the first time the City of Destin has issued a solicitation for disaster debris monitoring services. There is no incumbent provider and no prior contract history.

Q: When/what was the most recent event that precipitated the activation of the existing or previous contract?
A: More than ten years ago.

Q: Approximately how many cubic yards of debris were collected from the most recent event?
A: Unknown.

Q: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A: No incumbent existed; no contract history is available.

Q: How many times have the incumbent's services been utilized in the previous five years?
A: None – this is the City's first solicitation for these services.

Q: If there was a previous solicitation for these services, what was its title, number, release date, and due date?
A: There has been no prior solicitation.

Q: Why has this bid been released at this time?
A: The City is releasing this RFP proactively to ensure readiness for future storm or disaster events.

2. Submittal Requirements

Q: How many printed original/copies of our proposal package are required for submittal to the City by the deadline?
A: One (1) original and four (4) copies shall be submitted.

Q: Are original ("wet-ink") signatures required?
A: Yes. The original proposal must include original (wet-ink) signatures and notarizations.

Q: RFP pg. 3 states: "The Bidder must initial at the bottom of each page of this RFP in the space provided." No spaces are visible—please clarify.
A: Bidders should simply add their initials manually at the bottom of each page (right or left corner) to satisfy this requirement.

Q: Must proposers include the entire RFP document in their proposal?
A: No. Per Section 3.5, proposers are not required to include Sections 1–5 of the RFP. Proposals should be organized per Tabs A–G and include required Exhibits.

Q: Which page is considered the "Cover Sheet"?
A: Page 1 of the RFP serves as the Cover Sheet and should be included as the first page of the proposal package.

3. Proposal Content & Format
Q: Section 3.5: Tab A requests a Statement of Financial Stability. What is required?
A: Provide recent audited financial statements. If unavailable, tax returns, balance sheets, or bank/bonding letters demonstrating financial capacity are acceptable.

Q: Section 3.5: Tab A references Exhibit B – Fee Schedule and Exhibit D – Transition Plan, but those Exhibits do not match. Please clarify.
A: The Fee Schedule is actually Exhibit **N**. Exhibit D contains Single Execution Affidavits. Proposers should submit Exhibit N for pricing and include any Transition Plan narrative under the appropriate tab.

Q: The Bid Checklist notes a 12-page limit for the Qualifications & Experience Narrative. Does this include resumes and references?
A: Yes. The 12-page limit applies to the entire Tab C section. If resumes would cause the section to exceed 12 pages, include them as an appendix (excluded from page count).

Q: Section 3.5 Tab C requests an Organizational Chart under both Section 2 and Section 3. Is it required twice?
A: Yes. Section 2's chart should show key personnel and project team members. Section 3's chart should show staffing deployment for event operations.

4. Scope & Technical Questions
Q: What is the total mileage of roads in the service area?
A: 69 miles.

Q: Are any specific professional credentials required?
A: No licenses are mandated, but proposers must demonstrate relevant experience and submit key staff resumes.

Q: Are there any superseding prior agreements that may impact this contract?
A: No.

Q: How will bidder location or headquarters factor into award?
A: Location is not a scored factor. Proposals are evaluated on qualifications, past performance, methodology, resources, and price stability.

5. Pricing & Evaluation
Q: Exhibit N requires proposers to provide estimated hours. Will the City provide standardized hours for evaluation?
A: The City will consider issuing pre-populated estimated hours in a future addendum for consistent scoring.

Q: How should Items 2.8 (Emergency Management Planning & Training) and 2.9 (Public Assistance Consulting Services) be priced?
A: Price these items using the same hourly rate structure as other positions. Identify roles expected to perform the work and list hourly rates accordingly.

Q: May bidders deviate from the provided fee schedule format?
A: Unit pricing must be stated in the format provided. Bidders may add additional positions or services with their own pricing but must use the provided schedule as the base format.

6. Compliance & Legal
Q: Can proposers submit a redacted copy for public records requests?
A: Yes. Proposers may submit a redacted version citing applicable Florida law. The City will review and make final determinations before releasing any records.

Q: Exhibit A requests a Certificate of Authority for corporations or individuals. What is acceptable for LLCs?
A: A notarized Member or Manager Resolution, or certified excerpt from the Operating Agreement granting signature authority, is acceptable.
Q: What are the City's expectations for minority/women/disadvantaged business participation?
A: The City follows 2 C.F.R. §200.321 and encourages affirmative steps to include M/WBE and labor surplus firms when possible.

7. Contract Timing
Q: When is the anticipated contract start date and term?
A: The contract will begin upon City Council approval and Notice to Proceed. The initial term is three (3) years, with two (2) optional one-year renewals (maximum five years).

Q: When is the anticipated award date?
A: The award date will follow evaluation and City Council action as scheduled.

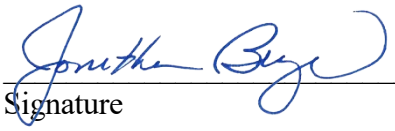
END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

Jonathan Burgiel, Business Unit President

Print Name



Signature

September 26, 2025

Date

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 17, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

NOTE1: Bonding Requirement – The City of Destin's intent in this regard is to ensure that the contractor selected to provide this service fulfills its obligations, especially since FEMA reimbursement depends on strict compliance.

NOTE2: Submission Date – the new submittal date for RFP 25-11-PW is October 2, 2025 by 2pm CT. No further extensions are expected.

NOTE3: See the answers to the additional questions received below.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

Q1: RFP pg. 6, item 1.14 – Terms of Engagement references an Attachment A – Contract. Can you please share that attachment with us for review?

A1: Attachment A: Contract is referenced in the RFP but is not included in the provided document. Proposers should request the City to provide Attachment A for review prior to submission if they wish to review the contractual terms in advance.

Q2: Will charges for the use of an ADMS (electronic load tickets, tablets, contractor IDs, etc.) be fully burdened in the proposed debris monitoring hourly rates, or may they be billed separately?

A2: Per Exhibit N: Proposal Fee Schedule, proposers must include in the hourly rate all costs, applicable overhead, and profit for each listed position. ADMS-related costs must therefore be incorporated into the hourly rates and not billed as a separate rate or charge.

Q3: May vendors price certain positions as $0 if those positions will not be utilized during a debris operation?

A3: Yes. The RFP does not prohibit $0 pricing for positions not utilized. Proposers may enter $0 for such positions but are encouraged to include an explanation in the proposal narrative to clarify why the position is not being used.

Q4: Will special costs associated with specialized programs (e.g., boat rental for waterway debris removal monitoring) be billable at cost without markup?

A4: The RFP does not explicitly address pass-through costs. Because the fee schedule is described as all-inclusive (including labor, equipment, overhead, and profit), any specialized costs should either be factored into hourly rates or clearly proposed as potential reimbursable expenses for City review.

Q5: Can the Load Ticket Data Entry Clerk position be removed from the rate schedule, since ADMS eliminates the need for paper ticketing processes?

A5: Exhibit N lists Load Ticket Data Entry Clerks (QA/QC) as a priced position. The RFP does not provide a mechanism to remove positions from the schedule. Proposers may enter $0 for this line item and include a narrative stating that ADMS technology eliminates the need for this position.

Q6: Can the City clarify the required order of proposal submission? The Bid Checklist lists items in one order, while Section 3.5 specifies a different tab order. Also, is there a required form for the Cover Sheet?

A6: The RFP does not explicitly state which order controls. Proposers are encouraged to follow the tab order specified in Section 3.5 for clarity, ensuring that all checklist items are still included. No specific Cover Sheet form is provided; proposers may prepare their own including the project name, proposer name, contact information, and date.

Q7: Will the City please provide Exhibit D: Transition Plan? The current Exhibit D is the Single Execution Affidavits.

A7: Exhibit D in the provided RFP is the Single Execution Affidavits. Include a proposer-prepared Transition Plan as part of your submission, even though Exhibit D is missing. You can create a section labeled “Transition Plan (Submitted in Lieu of Missing Exhibit D)” to clearly show that you have provided the requested material.
Your Transition Plan should cover:

- Mobilization Timeline – how quickly you can deploy staff and equipment after Notice to Proceed.
- Staff Onboarding & Training – how you will train monitors and supervisors, including ADMS use.
- System Setup – steps for configuring ADMS tablets, software, and communications with the City.
- Coordination with City & Debris Removal Contractor – meetings, reporting cadence, and contact points.
- Demobilization Process – how you will scale down operations after debris work is complete.

Q8: On page 14, the RFP asks for Exhibit B: Fee Schedule to be included in Tab A. The provided Proposal Fee Schedule is labeled Exhibit N. Please confirm Exhibit N is correct.

A8: Exhibit N is the correct Proposal Fee Schedule for pricing. The reference to Exhibit B is scrivener’s error. Proposers should complete and submit Exhibit N under Tab A as instructed.

Q9: The Bid Checklist lists a Letter of Interest as a required item. Is there a specific form or template?

A9: No specific form is provided. Proposers should prepare the Letter of Interest on company letterhead summarizing their intent to submit a proposal, relevant experience, and commitment to meeting the RFP requirements.

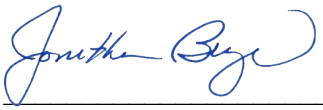
END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

Jonathan Burgiel, Business Unit President

Print Name



Signature

September 26, 2025

Date

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 8/27/2025
Addendum No. 2, Dated 9/11/2025
Addendum No. 3, Dated 9/17/2025
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Tetra Tech, Inc.

Authorized Representative's Name: Jonathan Burgiel

Title: Business Unit President

Email: TDR.contracts@tetratech.com

Phone Number: 407.803.2551

Address: 2301 Lucien Way, Ste. 120

Address: Maitland, FL 32751-7024

Authorized Signature: Jonathan Burgiel

JB

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one Board of Directors/ Partners of Tetra Tech, Inc.

_____ a business existing under the laws of the State of Florida, (the "Entity") held on September 23, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that, Jonathan Burgiel, as Business Unit President of the Entity, be and is hereby authorized to execute this Proposal dated September 23, 2025, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 23 day of September, 2025.

Secretary: _____ President: _____

Print Name: Preston Hopson Print Name: Jonathan Burgiel

(Seal)

EXHIBIT A - CERTIFICATE OF AUTHORITY
(if Individual)

I, Jonathan Burgiel ("Affiant") being first duly sworn, deposes and says:

1. I am the Business Unit President
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: Tetra Tech, Inc.
   doing business as Tetra Tech, Inc., the Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated September 23, 2025, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

Witness #1 Print Name: Melissa Cremeans

Witness #2 Print Name: Sandra Fajardo

Signed, sealed and delivered by:

Print Name: Jonathan Burgiel

Title: Business Unit President

ACKNOWLEDGMENT

State of Florida
County of Florida

On this 23 day of September, 2025, before me the undersigned, personally appeared Jonathan Burgiel, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

Melissa Cremeans
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Tetra Tech, Inc.

2. Principal Business Address, Phone and Email Address:
   2301 Lucien Way, Ste. 120, Maitland, FL 32751-7024
   407.803.2551
   TDR.contracts@tetratech.com

3. Principal Contact Person(s):
   Betty Kamara, Contracts Representative
   407.803.2551
   TDR.contracts@tetratech.com

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

   A. If a corporation, in what state incorporated: Delaware
   B. Date Incorporated: 2/4/1988
   C. Federal ID Number (EIN) 95-4148514
   D. If a joint Venture or Partnership, date of Agreement: _____
   E. Name and address of all partners (state whether general or limited partnership): _____
   F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.
   Name
   A list of Tetra Tech's corporate officers has been provided following this form.

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 25 years

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	Tetra Tech, Inc.,	2301 Lucien Way, Ste. 120 Maitland, FL 32751-7024	Not Applicable
B.			
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. Disaster Debris Monitoring Services
   B. _____
   C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: Tetra Tech will obtain the tax receipt number upon award of contract.
   Municipal: _____

10. Have you ever failed to complete any work awarded to you?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

JB

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ___ No X **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ___ **No** X **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____Yes, X No

23. How soon after the award can you begin work? Upon Notice to Proceed Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
Tetra Tech has provided our State Business License in the proposal in the Requried Documenation and Information section.

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. Email

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced personally known.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: Okaloosa County, FL

Reference Contact Name: Jim Reece

Contact Title: Solid Waste Manager

Contact Telephone: 850.609.6165

Contact Email: jreece@myokaloosa.com

Contract Start Date: 9/16/2020 **Contract End Date:** 3/29/2021

REFERENCE #2

Name of Company: City of Callaway, FL

Reference Contact Name: Eddie Cook

Contact Title: City Manager

Contact Telephone: 850.215.6691

Contact Email: TDR.contracts@tetratech.com

Contract Start Date: 10/1/2018 **Contract End Date:** 9/30/2024

REFERENCE #3

Name of Company: City of Lynn Haven, FL

Reference Contact Name: Vickie Gainer

Contact Title: City Manager

Contact Telephone: 850.890.7712

Contact Email: vgainer@cityoflynnhaven.com

Contract Start Date: 10/8/2018 **Contract End Date:** 6/28/2021

REFERENCE #4

Name of Company: City of New Smyrna Beach, FL

Reference Contact Name: David Ray

Contact Title: Maintenance Operations Director

Contact Telephone: 386.527.6657

Contact Email: dray@cityofnsb.com

Contract Start Date: 10/7/2024 **Contract End Date:** 4/28/2025

REFERENCE #5

Name of Company: City of Pensacola, FL

Reference Contact Name: Fred Crenshaw

Contact Title: Interim Solid Waste Director

Contact Telephone: 850.435.1890

Contact Email: fcrenshaw@cityofpensacola.com

Contract Start Date: 9/16/2020 **Contract End Date:** 9/30/2024

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: Jonathan Burgiel, Business Unit President

For (Name of Proposing or Bidding Entity): Tetra Tech, Inc.

Whose business address is: 2301 Lucien Way, Ste. 120, Maitland, FL 32751-7024

And (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4148514

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

JB

Proposer Initials

JB

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[X] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JB

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

JB

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

JB

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JB

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

JB

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

JB

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

JB

In the presence of:

Witness #1 Print Name: Melissa Cremeans

Witness #2 Print Name: Sandra Fajardo

Signed, sealed and delivered by:

Print Name: Jonathan Burgiel

Title: Business Unit President

ACKNOWLEDGMENT

State of Florida

County of Orange

On this 23 day of September, 2025, before me the undersigned, personally appeared Jonathan Burgiel, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans

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

X Personally known to me; or

_____ Produced identification (Type of Identification:_____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Jonathan Burgiel, Business Unit President of Tetra Tech, Inc., the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Business Unit President of Tetra Tech, Inc., proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Tetra Tech, Inc. does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Business Unit President of Tetra Tech, Inc., the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced personally known.

(NOTARY SEAL HERE)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

SIGNATURE OF NOTARY PUBLIC

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification
produced personally known.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. RFP 25-11-PW

2. This sworn statement is submitted by: Tetra Tech, Inc.
(name of entity submitting sworn statement)

whose business address is: 2301 Lucien Way, Ste. 120
Maitland, FL 32751-7024

Federal Identification Number (FEIN) is: 95-4148514
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Jonathan Burgiel
(print name of individual signing this document)

and my relationship to the entity is: Business Unit President

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ✓ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. __ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ___ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) ___The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

Jonathan Burgiel
Print Name

Business Unit President
Title

9/23/2025
Date

STATE OF Florida)
COUNTY OF Orange)
The foregoing instrument was acknowledged before me this 23 day of September, 2025
by Jonathan Burgiel as Business Unit President
(Name of person acknowledging) *(Title)*
for Tetra Tech, Inc.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced personally known.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: Tetra Tech, Inc.

Authorized Signature: Jonathan Burgiel

Print or Type Name: Jonathan Burgiel

Title: Business Unit President

Date: 9/23/2025

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	None		

Firm: Tetra Tech, Inc.

Authorized Signature: Jonathan Burgiel

Print or Type Name: Jonathan Burgiel

Title: Business Unit President

Date: 9/23/2025

JB

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

Witness #1 Print Name: Melissa Cremeans

Witness #2 Print Name: Sandra Fajardo

Signed, sealed and delivered by:

Print Name: Jonathan Burgiel

Title: Business Unit President

Entity Name: Tetra Tech, Inc.

ACKNOWLEDGMENT

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23 day of September, 2025, by Jonathan Burgiel (name of person) as Business Unit President (type of authority) for Tetra Tech, Inc. (name of party on behalf of whom instrument is executed).

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Melissa Cremeans

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

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: Tetra Tech, Inc. In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated _____ including Addenda numbered _____through _____, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$		$
Debris Site / Tower Monitors	$		$
Field Coordinators (Crew Monitors)	$		$
Project Manager	$		$
Operations Manager	$		$
FEMA Coordinator	$		$
Scheduler / Expeditors	$		$
GIS Analyst	$		$
Environmental Specialist	$		$
Project Inspector (Citizen Site Monitors)	$		$
Load Ticket Data Entry Clerks (QA /QC)	$		$
Billing / Invoice Analysts	$		$
Administrative Assistants	$		$
2.8 Emergency Management Planning & Training	$		$
2.9 Public Assistance Consulting Services	$		$
TOTAL			**$**

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$		$

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
		$
		$
		$
		$
		$
		$
		$
		$
		$

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: Tetra Tech, Inc.

Proposer's Name: Jonathan Burgiel

Proposer's Email: TDR.contracts@tetratech.com

Proposer's Title: Business Unit President

Company Address: 2301 Lucien Way, Ste. 120, Maitland, FL 32751-7024

Proposer's Signature: 

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[X] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, Not Applicable, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Not Applicable
Signature of Sub-Recipient/subcontractor's Authorized Official

Not Applicable
Name and Title of Sub-Recipient/subcontractor's Authorized Official

9/23/2025
Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i)The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient." APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"
10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tetra Tech, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3475 East Foothill Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code
Pasadena, CA 91107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	5	–	4	1	4	8	5	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► Lisa Ames | **Date** ► August 4, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 25, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of February, 2025

Secretary of State

Tracking Number: 5880753893CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Appendix A: Resumes

Tetra Tech has provided one page resumes of proposed project staff on the following pages.

Chuck McLendon

Senior Management Team



33+ YEARS OF EXPERIENCE

125M CYS OF DEBRIS

$3B FEMA PA REIMBURSEMENT

Areas of Expertise

Solid and Hazardous Waste Management
Disaster Debris Monitoring
Solid Waste Routing and Efficiency
Private Property Debris Removal
Emergency Management
Damage Assessment
Utility Engineering/Consulting
Cost of Service Evaluations
Program Management
Public Outreach/Communications
Procurement (2CFR)
Environmental Permitting
Grant Management

Disasters

DR-4796-IA, Iowa Severe Storms
DR-4794-FL, Florida Severe Storms
DR 4734-FL, Hurricane Idalia
DR4673-FL, Hurricane Ian
DR-4559-LA, Hurricane Laura
DR-4393-NC, Hurricane Florence
DR 4337-FL, Hurricane Irma
DR-4283-FL, Hurricane Matthew
DR-4241-SC, Severe Flooding
DR-1603-LA, Hurricane Katrina
BP Deepwater Horizon Oil Spill

Education

Florida State University, Bachelor of Science, Business Marketing

EXPERIENCE SUMMARY

Mr. Chuck McLendon serves as the Deputy Business Unit Leader for Tetra Tech's Emergency Management practice area and has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 33 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Major experience in legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 ("the Super Circular")

RELEVANT EXPERIENCE

Chuck has been activated on more than 30 major disaster activations including projects totaling more than 125 million cubic yards of debris and upwards of $3 billion in FEMA PA reimbursement. A selection of his debris monitoring experience includes:

- Hurricane Milton (2024) | Numerous Florida Jurisdictions
- Hurricane Helene (2024) | Clients throughout South Carolina, North Carolina, Florida, Georgia, and Tennessee
- Severe Storms (2024) | Leon County and City of Tallahassee, FL
- Hurricane Idalia (2023) | Florida Department of Environmental Protection
- Surfside Condominium Collapse (2021) | Miami-Dade County, Florida
- Hurricane Sally (2020) | City of Pensacola, FL and Okaloosa County, FL
- Hurricane Laura (2020) | Calcasieu Parish, LA
- Hurricane Florence (2018) | Boiling Spring Lakes, NC and Briarcliff Acres, SC
- Hurricane Irma (2017) | Numerous Central Florida Jurisdictions
- Severe Flooding (2017) | South Carolina Emergency Management Division
- Hurricane Matthew (2016) | St. Johns and Flagler Counties, Florida
- Severe Flooding (2015) | Clarendon County, South Carolina
- Severe Flooding (2014) | Escambia County, Florida
- Hurricane Isaac (2012) | Jefferson Parish, Louisiana
- Northern Alabama Tornados Debris Monitoring (2011) | U.S. Army Corps of Engineers
- Hurricane Irene (2010) | Virginia Department of Transportation
- Deepwater Horizon Oil Spill (2010) | Escambia and Santa Rosa Counties, Florida
- Hurricane Ike (2008) | Galveston County and City of Galveston, TX, and TXDOT

TETRA TECH

Ralph Natale

Senior Management Team



15+ YEARS OF EXPERIENCE

250+ PROJECTS

$4.5B+ REIMBURSED INVOICES

Areas of Expertise

Program Development
Documentation Management
Private Property Debris Removal
Debris Removal Planning
Debris Removal Monitoring
Packet Management
Geospatial Reporting

Grant Experience

FEMA-PA
NRCS-EWP
FHWA-ER
CDBG-DR

Disasters

4781 Texas Severe Storms, Wind Event, and Floods
4724 Maui Wildfires
4734 Hurricane Idalia
4673 Hurricane Ian
4240 Valley and Butte Fires
& Several More

Certifications

OSHA 40-Hour Asbestos Training
IS-632: Debris Operations
HSEEP-Certified
OSHA Asbestos Health and Safety
IS-30: Mitigation Grants System
IS-100, 200, and 700: ICS and NIMS
IS-630: Intro to the PA Process

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, encompassing HUD and Case Management operations, FEMA funding operations, and debris monitoring operations. He leads the practices by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Ralph is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered over 250 projects in his 15-year-plus career. Ralph specializes in large scale responses and has served as a principal in charge or project manager in response to some of the country's largest disasters, including 19 state-level responses after major hurricanes, floods, and fire events. This includes managing and documenting the removal of over 66 million cubic yards (CYs) of debris, 1.7M hazardous trees, and the program management of debris collection and demolition of over 35,000 parcels on fire removal projects and over 200,000 environmental samples. The HUD projects that Ralph has overseen encompassed 5,000 parcels, and the Department of the Treasury ERAP projects he has overseen have benefited 100,000 residents.

RELEVANT EXPERIENCE

Senior Management Team | Grant Management, Case Management, and Debris Monitoring

As the Operations oversight for all Grant Management, Case Management, and Debris Monitoring projects, Ralph is responsible for developing and implementing strategic plans to help Tetra Tech's clients receive as much grant funding as possible in the wake of disasters. He works with the leaders in each of these practices to ensure the teams are compliant in funding requests and that they optimize resource allocation. He plays a pivotal role in administering FEMA Public Assistance and HUD CDBG programs, liaising with government agencies, and ensuring eligibility criteria are met. He oversees operational functions, streamlines processes to help the staff spend more of their time focused on their projects, and fosters a cohesive work environment. Some key projects include:

- Buncombe County, North Carolina | Comprehensive Disaster Recovery Services following Hurricane Helene (2024 – Present)
- Private Property Puerto Rico Department of Housing | Environmental Reviews (2021 – 2023)
- Texas Emergency Rental Assistance Program (2022 – 2023)

Allison McLeary, Esq.

Senior Management Team



21 YEARS OF EXPERIENCE

Areas of Expertise

Disaster Response & Recovery

Grant Administration

Stafford Act Compliance

Alternative Procedures

Grant Experience

FEMA Public Assistance

CARES Act

USDA Agriculture Recovery Block Grants

HUD CDBG

ARPA

Education

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is a **seasoned emergency management executive** with a strong track record of implementing and managing complex grant programs. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than three years of direct experience administering grant programming throughout the State of Florida. In her role, she excelled at building meaningful relationships across all levels of government to drive impactful outcomes for applicants. Allison also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), where she contributed to the development and management of statewide programs aimed at enhancing public safety and infrastructure resilience. Allison is a **recognized expert in the realm of grant management** and is frequently invited to present at national conferences, where she shares her **insights on effective strategies for grant administration and implementation**. With Tetra Tech, Allison is currently a **program management advisor for state-level contracts for 29 states and 2 territories**.

RELEVANT EXPERIENCE

Director, Federal Grant Programs (March 2021 – Present)

Tetra Tech, Inc.

Allison serves as Director, Federal Grant Programs, providing policy guidance and program support. Allison is an expert in FEMA policies, building and maintaining relationships with State and FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech management operations throughout the nation. Additionally, Allison coordinates relationships with funding agencies and local partners to streamline project operations.

During Allison's tenure at Tetra Tech, she has worked on several high-profile projects, inclusive of the following:

- State of Iowa
- Florida Department of Emergency Management
- Maui County
- State of Connecticut

TETRA TECH

Sommer Parish

Regional Project Manager

8 YEARS OF EXPERIENCE

Areas of Expertise

Disaster Debris Management

Right-of-Way Debris Removal

Private Property Debris Removal

Disposal Operations

Quality Assurance Initiatives

CDBG-DR Environmental Reviews

Endangered Species

Wetlands Delineation and Assessment

Coastal Management and Clean Water Act

Section 106 National Historic Preservation Act Experience

Quality Assurance/Quality Control

FEMA Public Assistance Program

Field Coordination and Oversight

Project Scheduling/Reporting

Key Training/Certifications

OSHA 40-Hour HAZWOPER

FEMA ICS 100, 200, 632, 633, 700, 800, 1000

FL-FROC 602

SS Core Product

Financial Accounting (Harvard Business School Online)

Education

Lamar University, Master of Science in Biology

Lamar University, Bachelor of Science in Communication Disorders

EXPERIENCE SUMMARY

Ms. Sommer Parish has served as a regional project manager, project manager, project analyst, and as a planner for multiple disasters where she was responsible for resource management, data management and field reporting for Tetra Tech's response to hurricanes, wildfires, tornados, winter storms, and floods.

Sommer served as the lead biologist for Tetra Tech's work on multiple state level CDBG-DR-funded environmental review programs, where she conducts reviews on endangered species, toxics, coastal zone management, and wetlands. Her experience includes ecological site characterization/mapping; threatened and endangered species surveys; wetland delineation and preparation of National Environmental Policy Act (NEPA) and state program environmental assessments. Sommer has regulatory experience at the state, federal and local program level, including experience with Clean Water Act Section 10/404, and threatened and endangered species biological assessments relating to Endangered Species Act Section 7 and Section 10 consultations.

Sommer reviewed biological, ecological, and environmental assessments and reports evaluating physical and/or chemical impacts to the environment resulting from the construction of new facilities, or the remediation of contaminated or disturbed sites.

RELEVANT EXPERIENCE

Regional Project Manager

As a Regional Project Manager, Sommer supports the Project Managers that are dedicated to each project. She coordinates debris removal efforts with the clients, contractors, and program managers across multiple projects to make the best use of resources.

- Clearwater, FL - Hurricane Milton, 2024
- St. John's County, FL – Hurricane Milton, 2024
- Flagler Beach, FL - Hurricane Milton, 2024
- Volusia County, FL - Hurricane Milton, 2024
- Orange County, FL - Hurricane Milton, 2024
- Seminole County, FL - Hurricane Milton, 2024
- New Smyrna Beach, FL - Hurricane Milton, 2024
- Holly Hill, FL - Hurricane Milton, 2024
- Deltona, FL - Hurricane Milton, 2024
- South Daytona - Hurricane Milton, 2024
- Palm Coast, FL - Hurricane Milton, 2024

Bob Gresenz | Project Manager

10+ YEARS OF EXPERIENCE

EXPERIENCE SUMMARY

Bob Gresenz has been involved in all aspects of debris removal monitoring operations, including some of the largest and technically challenging projects in the history of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program. This includes multiple simultaneous recovery projects in Texas following Hurricane Harvey; Florida following Hurricane Irma; Puerto Rico in response to Hurricane Maria; and most recently, recovery efforts from Hurricane Ida across the State of Louisiana. He has extensive knowledge of FEMA 325 and 327 guidelines, including implementation of right-of-way (ROW) debris monitoring, debris site and tower monitoring, and hazardous tree removal. Bob is also one of Tetra Tech's designated staff trainers and is an expert in the operations of our automated debris management system (ADMS), where he has trained over 1,000 field staff on the features of the system and its reporting capabilities.

Areas of Expertise

Disaster Debris Management

Right-of-Way Debris Removal

Disposal Operations

FEMA Compliance Monitoring

Supervision of Field Operations

Operational Scheduling and Dispatch

Private Property Programs

Hazardous Tree Removal

FEMA PA Category A Documentation and Eligibility

Project Staffing

Key Training/Certifications

FEMA ICS 100, 200, 700, & 800

OSHA HAZWOPER

RELEVANT EXPERIENCE

Project Manager

In the role of project manager, Bob is crucial in coordinating debris removal efforts. Along with the primary responsibilities of project scheduling, hiring, training, staffing, quality control, reporting, and coordinating with haulers, Bob is also the key point of contact for the client.

Client	Project	Dates Worked	Programs	CYs	Staff	Project Cost
FDEP Parks	Hurricane Milton	October 2024-February 2025	Parks	125,337 CYs and 5,727 Tons	92 Staff	$2,410,900
Charlotte County, FL	Hurricane Milton	October 2024-February 2025	ROW and Parks	345,735 CYs and 4,370 Tons	209 Staff	$21,412,844
City of Dunedin, FL	Hurricane Milton	October-December 2024	ROW	113,305 CYs	42 Staff	$5,250,776
Florida Dept. of Environmental Protection	Hurricane Idalia	September 2023-September 2024	Waterways	92,251 CYs	72 Staff	$11,664,184
Pinellas County, FL	Hurricane Helene	September-November 2024	ROW	7,254 CYs	66 Staff	$76,008
City of Indian Rocks, FL	Hurricane Helene	September-October 2024	ROW	1,115 CYs	9 Staff	$2,747
City of South Pasadena, FL	Hurricane Helene	September-November 2024	ROW	25,598 CYs	24 Staff	$619,158
City of Dunedin, FL	Hurricane Helene	September 2024	ROW	2,486 CYs	8 Staff	$10,598
City of Treasure Island, FL	Hurricane Helene	September-November 2024	ROW	38,493 CYs	35 Staff	$436,629
City of Largo, FL	Hurricane Helene	September-October 2024	ROW	7,387 CYs	16 Staff	$31,755
Brazoria County, TX	Hurricane Beryl	July-October 2024	ROW			
City of St. Petersburg, FL	Hurricane Idalia	September 2023-January 2024	ROW	12,652 CYs	14 Staff	TBD

TETRA TECH

Allen Fowler

Operations Manager

7 YEARS OF EXPERIENCE

Areas of Expertise

Pre-Season Truck Certification
Disaster Debris Monitoring
Scheduling Dispatch
Training
Disposal
Documentation
Reporting
Supervision of Field Operations

Education

Hardee County High School Diploma

EXPERIENCE SUMMARY

Allen Fowler is responsible for overseeing field operational activities for field monitors, supervisors, and contractors. This includes hiring and training employees and managing quality assurance. Additionally, Allen is adept at strategizing process improvements to ensure tasks are completed in a timely and compliant manner.

RELEVANT EXPERIENCE

Project Manager

Allen led the implementation of programs directed by the client through specific purchase orders. Responsibilities include overseeing program activities, preparing task orders, managing forecasts, and ensuring quality assurance to meet project goals and standards. In addition, Allen coordinated cross-functional teams, tracked project milestones, and provided regular updates to key stakeholders to ensure seamless execution and alignment with the client's objectives.

- Polk County, FL – Hurricane Milton, October 2024 – Ongoing
- Leon County, FL – Hurricane Helene, September 2024 – Ongoing
- Town of Katy, TX – Hurricane Beryl, July 2024 – Ongoing

Operations Manager

Allen assisted with project initiation, the identification of local debris management sites, and the hiring and training of locally hired debris monitors. As an Operations Manager, Allen was responsible for managing debris monitoring resources, overseeing field staff, and interacting with clients and partners to efficiently recover disaster debris. This includes scheduling debris monitoring resources, providing field staff with appropriate training, submitting dispatches to account for staff and their hours worked, and documenting recovery efforts.

- Leon County, FL – Hurricane Idalia, September – November 2023
- Sharkey County, MS – Tornadoes, May – July 2023
- City of Rolling Fork, MS – Tornadoes, May – September 2023
- City of Central, LA – Hurricane Ida, September – November 2021
- City of Lake Charles, LA – Severe Storms and Floods, June – October 2021
- Rapides Parish, LA – Hurricane Ida, October 2020 – August 2021
- Okaloosa County, FL – Hurricane Sally, September – November 2020
- City of Sulphur, LA – Hurricane Laura, August 2020 – June 2021
- City of Parker, FL – Hurricane Michael, October 2018 – May 2019

TETRA TECH

Rika C. Nagatomo

Field Supervisor

7 YEARS OF EXPERIENCE

Areas of Expertise

Project Coordination

Data Management

QA/QC

Field Operations

Right of Entry

Monitor Training

Right of Way Debris Removal

Field Operations

Hazardous Trees/Limbs/Stumps

Education

Mineola High School, Diploma

EXPERIENCE SUMMARY

Rika Nagatomo is an experienced Field Supervisor supporting multiple projects with Tetra Tech. Rika has served on a variety of projects including Hurricane, Fire, and Severe Winter Storm Projects. With seven years of experience, Rika brings a deep knowledge of what's necessary for successful debris monitoring operations. She's skilled at training debris monitors and performing QA/QC throughout the projects.

RELEVANT EXPERIENCE

Operations Manager

As operations manager, Rika was responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. She verified eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

- City of St. Petersburg, FL – Hurricane Idalia, 2023
- St. John the Baptist Parish, LA – Hurricane Ida PPDR, 2022

Field Supervisor

Rika served as project coordinator and field supervisor for multiple storm and tornado projects. Her duties included the quality control of debris site monitors, project payroll, and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. She verified that monitors retained their training and responded to issues as they arrived in the field. Rika was tasked with the management of locally hired additional supervisors and field monitors, project timeline, and current tasking.

- Orange County, FL – Hurricane Ian, 2022
- St Helena Parish, LA – Hurricane Ida, 2021-2022
- Calhoun County, AL – Tornado, 2021
- Multiple clients, LA – Hurricane Zeta, 2020-2021
- Decatur County, FL – Hurricane Michael, 2018-2019
- Lenoir County, NC – Hurricane Florence, 2018
- Pinellas County, FL – Hurricane Irma, 2017-2018

Project Coordinator

Rika served as a project coordinator where was responsible for the startup of the project, time and expense reporting, obtaining field supplies, scheduling, daily staffing levels, and managing staffing related issues.

TETRA TECH

Ricardo Bosques

Data Manager

9+	YEARS OF EXPERIENCE
20+	DISASTERS
$8.2M+	GRANT FUNDING

Areas of Expertise

Disaster Debris Management

Data Collection, Utilization, and Validation

Data Management

Report designs

Reimbursement Policies and Procedures

Public Relations

Invoice Reconciliation

Education

University of Texas at San Antonio, Bachelor of Science in Biology with a Concentration in Microbiology/ Immunology

EXPERIENCE SUMMARY

Mr. Ricardo Bosques is a data and automated debris management system (ADMS) technology specialist for Tetra Tech, where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. Ricardo is responsible for the implementation of Tetra Tech's *RecoveryTrac*™ ADMS technology as well as oversight and management of field data managers and invoice analysts. He supports the implementation of ADMS in the field, as well as establishing quality assurance and project reporting standards for disaster debris monitoring operations. Ricardo has focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

RELEVANT EXPERIENCE

Senior Data Manager (2020-Present)

Various Clients and Projects

Ricardo handles overall project setup for various Tetra Tech disaster response monitoring operations through *RecoveryTrac*™ ADMS. He also creates and oversees specialized reporting requested by the clients, handles debris contractor invoicing data and documentation, provides client demonstrations of the geoportal GIS tracking system, abiding and following FEMA compliance pertaining to the debris removal operations, and data tracking.

Ricardo has supported the following projects as the Senior Data Manager:

- Hurricane Helene – Multiple Clients in Florida, Georgia, South Carolina, and North Carolina, 2024
- Hurricane Milton – Multiple Clients in Florida, 2024
- Hurricane Idalia – Florida Department of Environmental Protection: Parks and Waterways, Leon County, Pasco County, and City of St. Petersburg, Florida, 2023
- New Mexico Wildfires – United States Army Corps of Engineers, 2023
- Severe Storms and Floods – State of Vermont, 2023
- Severe Storms and Tornadoes – City of Tulsa, Oklahoma, 2023
- Severe Storms and Tornadoes – City of Rolling Fork, Mississippi, 2023
- Severe Storms and Tornadoes – City of Sherwood and City of North Little Rock, Arkansas, 2023
- Hurricane Ian – Sarasota County, Charlotte County, Collier County, Polk County, Manatee County, Volusia County, Highlands County, Seminole County, Orange County, and the City of Cape Coral, Florida, 2022

TETRA TECH

Macy Moore

Project Coordinator

7 YEARS OF EXPERIENCE

Areas of Expertise

Project Coordination

Project Setup

Staff Training

Organization

QA/QC

Scheduling and Dispatch

Adherence to State Labor Laws

Key Training/Certifications

HAZWOPER 40

FEMA ICS-100 and ICS-200

Education

Hilton Head High, HS Diploma, 2014

Charleston Southern University

EXPERIENCE SUMMARY

Ms. Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Macy is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

RELEVANT EXPERIENCE

Regional Project Coordinator

Macy's responsibilities include the hiring and oversight of local project coordinators, coordination between project management and field staff, HR and payroll liaison, and QA/QC of project documentation and time records. She was responsible for conducting interviews for potential administrative staff. Macy provided day-to-day support for operations and was responsible for the organization and tracking of licenses used for Tetra Tech's Tetraforms system. Macy is also responsible for ensuring that employees are in compliance with state policies and labor laws.

- Multiple Clients in Texas (City of Alvin, City of Pearland, City of Angleton, and Brazoria County) – Hurricane Beryl, July 2024-Present
- Leon County and City of Tallahassee, FL – Severe Storms, 2024-Present
- City of Louisville, KY – Tornado, 2024-Present
- DeSoto County, FL – Emergency Watershed Project, 2024-Present
- Maui County, HI – Wildfires, 2023-2024
- Southwest Florida (Collier County, Charlotte County, and Lee County) – Hurricane Ian, September 2022-Present
- CalRecycle, CA – Dixie-Caldor Fire, October 2021-September 2022
- CalRecycle, CA – Northern Branch Complex Fire, November 2020-October 2021
- Various Clients in Alabama, Florida, and Louisiana – Hurricane Laura and Hurricane Sally, September-November 2020

Project Coordinator

As a project coordinator, Macy was responsible for the onboarding of field monitors, I9 processing, and payroll assistance. Macy also oversaw onboarding and training field monitors, hiring local project coordinators, and monitoring Tetra Tech's time keeping system. She was responsible for processing payroll and Health and Safety documentation and served as a liaison between field and office staff. Macy also assisted with debris monitoring and disposal sites, and documentation of the haul out process.

TETRA TECH

Jeff Dickerson

GIS Analyst

30+ YEARS OF EXPERIENCE

13+ APPLICATIONS MANAGED

6K+ APPLICATION USERS

Areas of Expertise

Recovery Technology Solutions / ADMS

Resource Deployment and Tracking

Readiness Training and Exercises

Disaster Operations Support

20+ Years Military Experience

Grant Experience

CDBG-DR

Key Training/Certifications

FEMA IS-632, IS-700, IS-922

Disasters

4798 Hurricane Beryl
4781 Texas Severe Storms, Wind Event, And Floods
4724 Maui Wildfires
4734 Hurricane Idalia
4673 Hurricane Ian
4337 Hurricane Irma
4340 Hurricane Maria
4240 CA Wildfires
4223 TX Flooding
4087 Hurricane Sandy
4106 CT Winter Storm
1609 Hurricane Wilma

Education

Thomas Edison University, Associate of Science, Nuclear Engineering Technology, 1997

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Director of Information Technology, Jeff is responsible for the planning, development, deployment of *RecoveryTrac*™ applications supporting the delivery of professional services for our clients. Jeff has extensive experience in process improvement and application of advanced technology to boost efficiency in delivery of services. He has presented at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency as well as supporting Client technology seminars. Jeff has led the development and support of Tetra Tech's *RecoveryTrac*™ suite of applications most notably the Automated Debris Management System (ADMS). Validated by the USACE on both 2015 and 2023, it is the preferred provider by the USACE debris contractors, providing ADMS services to 7 of 8 USACE districts globally. *RecoveryTrac*™ ADMS flexibility and GIS capabilities provide best-in-class reporting and analysis tools. *RecoveryTrac*™ ADMS technology web-based data feeds enable direct integration into client GIS and emergency management systems.

RELEVANT EXPERIENCE

Senior Management Team | Technology Solutions for Debris Removal Monitoring, Grant Management, Case Management and Logistics

Responsible for the technology solutions used to deliver professional services projects to Tetra Tech's Clients, Jeff is responsible for the planning, development, and customization of the *RecoveryTrac*™ software suite of applications. The *RecoveryTrac*™ suite includes Grant Management, Case Management, Debris Removal ADMS, Time Tracking, Logistics/Sheltering and Fleet Management/Tracking. He works closely with delivery teams and management to ensure the software meets and exceeds regulatory and statutory requirements for disaster related reimbursement programs. He has directly managed projects and/or software solutions under the FEMA Public Assistance, HUD CDBG-DR, Department of the Treasury ERAP, and several State and Local Logistics and Sheltering programs. Notable recent key projects include the following:

- Tetra Tech's *RecoveryTrac*™ suite's SOC2 Certification (2023-2024)
- State and Local Sheltering and Logistic Tracking Programs (2022-2024)
- State and Local Emergency Rental Assistance Program (2022 – 2023)
- Puerto Rico Department of Housing (2019 – 2022)

COVER SHEET

As per Addendum No. 2, below we include the Cover Sheet as the first page of our proposal package.

CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541

REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES

RFP Release Date:	August 21, 2025
Non-Mandatory Pre-Conference:	September 4, 2025 at 11am CT
Written Questions Due:	September 11, 2025
Response to Questions:	September 18, 2025
Proposals Due:	September 25, 2025 at 2pm CT

City of Destin, FL
August 21, 2025

Larry Jones, City Manager
City of Destin, FL

LETTER OF INTEREST

VOLKERT 100

11 N. Water Street
Suite 18290
Mobile, AL 36602
T: 251.342.1070

2605 Thomas Drive
Suite 205
Panama City Beach, FL 32408
T: 850.588.1618

October 2, 2025

City of Destin - City Clerk's Office
Attention: Mr. Rey Bailey
4200 Indian Bayou Trail
Destin, FL 32541

RE: RFP No. 25-11-PW - Disaster Debris Monitoring Services

Dear Mr. Bailey:

Volkert, Inc. (Volkert) is honored to submit our proposal response showing our experience for fulfilling the City of Destin's requirements to provide disaster debris monitoring services. We have carefully reviewed the Request for Proposal (RFP) and have fully and completely responded to its requirements through this proposal.

We bring with us in this effort the resources of highly qualified and respected firms, **AC Disaster Consulting (ACDC)** and **Carlisle Thompson, LLC (CT)**. Like Volkert, they are experienced providers of disaster debris monitoring, management, and recovery services, as well as grant application, administration, and management services and emergency management planning/training. Our team has debris monitoring experience for the cleanup, removal, reduction, and disposal of storm-related debris - including vegetative, construction and demolition, household goods, white goods, electronic waste, tires, household hazardous waste, and any other debris stream the City wishes addressed - from public rights-of-way, as well as from private property when warranted and approved. We are especially proud of our prior services throughout the Southeast, which have resulted in full FEMA reimbursement for our clients. Our successful strategy to meet your disaster debris monitoring needs is based on a proven three-point approach.

1. **PRE-EVENT | WORK WITH DESIGNATED CITY PERSONNEL TO BECOME AN INTEGRAL COMPONENT OF THE DISASTER RESPONSE STRATEGY:** Following selection, we will make ourselves available for meetings, planning, and training with City staff including discussions centered on the 2024 hurricane season's lessons learned. This will ensure we are fully integrated and aware of your needs and expectations, and thus prepared to respond.

2. **POST-EVENT | WORK PROFESSIONALLY WITH ALL INVOLVED TO MINIMIZE COSTS AND EXPEDITE GRANT REIMBURSEMENT:** We take pride in being operationally effective and economically efficient for our clients during an operation, always working closely with the debris removal contractor and all Federal/state/local shareholders.

3. **POST-OPERATION | SERVE AS YOUR PARTNER, PREPARED TO ADDRESS ANY QUESTIONS OR ISSUES PRESENTED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM)/FEMA/STATE:** After debris operations conclude, we will continue to advise on your FEMA grant development, to assist with final closeout processes, and to stand with you during any FDEM/FEMA/Office of Inspector General (OIG) audits. We are also available to provide any public assistance (PA) consulting services requested relating to other damages.

This three-point strategy is the backbone of our approach to serving you. Volkert takes great pride in working for and alongside the communities we serve, and in knowing we made a difference while there. Our focus is always on the community, but we realize the services we provide come at a cost. That's why one of our most important obligations is to keep costs as low as possible while doing everything we can toward the reimbursement to the community of our costs from the available grant programs. Our team is also fully licensed, insured, qualified with adequate personnel and experience to undertake the required services within reasonable time.

I will serve as your point of contact for technical and contractual clarifications throughout the evaluation period and will also serve as the person authorized to obligate the firm to a contract in response to this RFP. Please feel free to contact me if you have any questions or require additional information by mail at 7500 Rialto Boulevard, Building 1, Suite 225, Austin, TX 78735 or directly at 225.252.0172 or via e-mail at jimmy.screen@volkert.com. We look forward to the opportunity to work with the City of Destin.

Sincerely,

Volkert, Inc.

James "Jimmy" P. Screen, III, Senior Vice President

PROPOSAL FORMS

The following proposal forms are presented in the following order in this section:

- Bid Checklist
- Addendum Acknowledgement
- Addendum No. 1
- Addendum No. 2
- Exhibit A - Certification of Authority
- Exhibit B - Proposer's Statement of Organization
- Exhibit C - Client References
- Exhibit D - Single Execution Affidavits
- Exhibit E - Independence Affidavit
- Exhibit F - Non-Collusion Affidavit
- Exhibit G - Drug Free Workplace
- Exhibit H - Certification of Accuracy of Proposal
- Exhibit I - Scrutinized Company Form
- Exhibit J - Public Entity Crimes Form
- Exhibit K - Dispute Disclosure
- Exhibit L - List of Proposed Subcontractors
- Exhibit M - E-Verify Affidavit
- Exhibit N - Proposer's Fee Schedule
- Exhibit O - Certification Regarding Lobbying
- Exhibit P - Super Circular Law & Appendices

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	☑
Letter of Interest	☑
RFB 25-11-PW (copy)	☑
Qualification and Experience Narrative (no more than 12 pages)	☑
Exhibit A – Certification of Authority (Corporate or Individual)	☑
Exhibit B – Proposer's Statement of Organization	☑
Exhibit C – Client References	☑
Exhibit D – Single Execution Affidavits	☑
Exhibit E – Independence Affidavit	☑
Exhibit F – Non-Collusion Affidavit	☑
Exhibit G – Drug Free Workplace	☑
Exhibit H – Certification of Accuracy of Proposal	☑
Exhibit I – Scrutinized Company Form	☑
Exhibit J – Public Entity Crimes Form	☑
Exhibit K – Dispute Disclosure	☑
Exhibit L – List of Sub-Contractors	☑
Exhibit M – E-Verify Affidavit	☑
Exhibit N – Proposer's Fee Schedule	☑
Exhibit O – Certification Regarding Lobbying	☑
Exhibit P – Super Circular Law and Appendices	☑
Proof of Workman's Compensation Insurance Documents	☑
Proof of Required Liability Insurance	☑
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	☑
Copy of State License (if required for job)	☑
Copy of City License (if business office is in Destin)	☑
Other documents as requested	☑

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1 **Dated** 8/27/2025
Addendum No. 2 **Dated** 9/11/2025
Addendum No. 3 **Dated** 9/17/2026
Addendum No. _____, **Dated** _____

☐ **No Addendum issued for this Solicitation**

Firm's Name: Volkert, Inc.

Authorized Representative's Name: James "Jimmy" P. Screen, III

Title: Senior Vice President

Email: jimmy.screen@volkert.com

Phone Number: 225.252.0172

Address: Corporate: 11 N. Water Street, Suite 18290 , Mobile, AL 36602

Address: Local: 2605 Thomas Drive, Suite 205, Panama City Beach, FL 32408

Authorized Signature:

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

AUGUST 27, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The non-mandatory pre-bid meeting is scheduled for Thursday September 4, 2025, at 11am CT at 4200 Indian Bayou Trail Destin FL 32541. Section 1.11 incorrectly states that this meeting will take place on Friday September 4th.

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 1 is hereby acknowledged:

James "Jimmy" P. Screen, III, SVP
Print Name

Signature

September 22, 2025
Date

ADDENDUM NO. 2

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 11, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

1. Incumbent Contractor / History
Q: Who is the incumbent, and how long has the incumbent been providing the requested services?
A: This is the first time the City of Destin has issued a solicitation for disaster debris monitoring services. There is no incumbent provider and no prior contract history.

Q: When/what was the most recent event that precipitated the activation of the existing or previous contract?
A: More than ten years ago.

Q: Approximately how many cubic yards of debris were collected from the most recent event?
A: Unknown.

Q: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A: No incumbent existed; no contract history is available.

Q: How many times have the incumbent's services been utilized in the previous five years?
A: None – this is the City's first solicitation for these services.

Q: If there was a previous solicitation for these services, what was its title, number, release date, and due date?
A: There has been no prior solicitation.

Q: Why has this bid been released at this time?
A: The City is releasing this RFP proactively to ensure readiness for future storm or disaster events.

2. Submittal Requirements
Q: How many printed original/copies of our proposal package are required for submittal to the City by the deadline?
A: One (1) original and four (4) copies shall be submitted.

Q: Are original ("wet-ink") signatures required?
A: Yes. The original proposal must include original (wet-ink) signatures and notarizations.

Q: RFP pg. 3 states: "The Bidder must initial at the bottom of each page of this RFP in the space provided." No spaces are visible—please clarify.
A: Bidders should simply add their initials manually at the bottom of each page (right or left corner) to satisfy this requirement.

Q: Must proposers include the entire RFP document in their proposal?
A: No. Per Section 3.5, proposers are not required to include Sections 1–5 of the RFP. Proposals should be organized per Tabs A–G and include required Exhibits.

Q: Which page is considered the "Cover Sheet"?
A: Page 1 of the RFP serves as the Cover Sheet and should be included as the first page of the proposal package.

3. Proposal Content & Format
Q: Section 3.5: Tab A requests a Statement of Financial Stability. What is required?
A: Provide recent audited financial statements. If unavailable, tax returns, balance sheets, or bank/bonding letters demonstrating financial capacity are acceptable.

Q: Section 3.5: Tab A references Exhibit B – Fee Schedule and Exhibit D – Transition Plan, but those Exhibits do not match. Please clarify.
A: The Fee Schedule is actually Exhibit **N**. Exhibit D contains Single Execution Affidavits. Proposers should submit Exhibit N for pricing and include any Transition Plan narrative under the appropriate tab.

Q: The Bid Checklist notes a 12-page limit for the Qualifications & Experience Narrative. Does this include resumes and references?
A: Yes. The 12-page limit applies to the entire Tab C section. If resumes would cause the section to exceed 12 pages, include them as an appendix (excluded from page count).

Q: Section 3.5 Tab C requests an Organizational Chart under both Section 2 and Section 3. Is it required twice?
A: Yes. Section 2's chart should show key personnel and project team members. Section 3's chart should show staffing deployment for event operations.

4. Scope & Technical Questions
Q: What is the total mileage of roads in the service area?
A: 69 miles.

Q: Are any specific professional credentials required?
A: No licenses are mandated, but proposers must demonstrate relevant experience and submit key staff resumes.

Q: Are there any superseding prior agreements that may impact this contract?
A: No.

Q: How will bidder location or headquarters factor into award?
A: Location is not a scored factor. Proposals are evaluated on qualifications, past performance, methodology, resources, and price stability.

5. Pricing & Evaluation
Q: Exhibit N requires proposers to provide estimated hours. Will the City provide standardized hours for evaluation?
A: The City will consider issuing pre-populated estimated hours in a future addendum for consistent scoring.

Q: How should Items 2.8 (Emergency Management Planning & Training) and 2.9 (Public Assistance Consulting Services) be priced?
A: Price these items using the same hourly rate structure as other positions. Identify roles expected to perform the work and list hourly rates accordingly.

Q: May bidders deviate from the provided fee schedule format?
A: Unit pricing must be stated in the format provided. Bidders may add additional positions or services with their own pricing but must use the provided schedule as the base format.

6. Compliance & Legal
Q: Can proposers submit a redacted copy for public records requests?
A: Yes. Proposers may submit a redacted version citing applicable Florida law. The City will review and make final determinations before releasing any records.

Q: Exhibit A requests a Certificate of Authority for corporations or individuals. What is acceptable for LLCs?
A: A notarized Member or Manager Resolution, or certified excerpt from the Operating Agreement granting signature authority, is acceptable.
Q: What are the City's expectations for minority/women/disadvantaged business participation?
A: The City follows 2 C.F.R. §200.321 and encourages affirmative steps to include M/WBE and labor surplus firms when possible.

7. Contract Timing
Q: When is the anticipated contract start date and term?
A: The contract will begin upon City Council approval and Notice to Proceed. The initial term is three (3) years, with two (2) optional one-year renewals (maximum five years).

Q: When is the anticipated award date?
A: The award date will follow evaluation and City Council action as scheduled.

END OF ADDENDUM NO. 2

A copy of Addendum No. 2 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 2 is hereby acknowledged:

James "Jimmy" P. Screen, III

Print Name



Signature

September 22, 2025

Date

ADDENDUM NO. 3

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFP NO. 25-11-PW
DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT

SEPTEMBER 17, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFP and is hereby made a part of the proposal documents. Per the RFP, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

NOTE1: Bonding Requirement – The City of Destin's intent in this regard is to ensure that the contractor selected to provide this service fulfills its obligations, especially since FEMA reimbursement depends on strict compliance.

NOTE2: Submission Date – the new submittal date for RFP 25-11-PW is October 2, 2025 by 2pm CT. No further extensions are expected.

NOTE3: See the answers to the additional questions received below.

This addendum shall become a part of the proposal for the above-referenced project.

VENDOR QUESTIONS & RESPONSES

Q1: RFP pg. 6, item 1.14 – Terms of Engagement references an Attachment A – Contract. Can you please share that attachment with us for review?

A1: Attachment A: Contract is referenced in the RFP but is not included in the provided document. Proposers should request the City to provide Attachment A for review prior to submission if they wish to review the contractual terms in advance.

Q2: Will charges for the use of an ADMS (electronic load tickets, tablets, contractor IDs, etc.) be fully burdened in the proposed debris monitoring hourly rates, or may they be billed separately?

A2: Per Exhibit N: Proposal Fee Schedule, proposers must include in the hourly rate all costs, applicable overhead, and profit for each listed position. ADMS-related costs must therefore be incorporated into the hourly rates and not billed as a separate rate or charge.

Q3: May vendors price certain positions as $0 if those positions will not be utilized during a debris operation?

A3: Yes. The RFP does not prohibit $0 pricing for positions not utilized. Proposers may enter $0 for such positions but are encouraged to include an explanation in the proposal narrative to clarify why the position is not being used.

Q4: Will special costs associated with specialized programs (e.g., boat rental for waterway debris removal monitoring) be billable at cost without markup?

A4: The RFP does not explicitly address pass-through costs. Because the fee schedule is described as all-inclusive (including labor, equipment, overhead, and profit), any specialized costs should either be factored into hourly rates or clearly proposed as potential reimbursable expenses for City review.

Q5: Can the Load Ticket Data Entry Clerk position be removed from the rate schedule, since ADMS eliminates the need for paper ticketing processes?

A5: Exhibit N lists Load Ticket Data Entry Clerks (QA/QC) as a priced position. The RFP does not provide a mechanism to remove positions from the schedule. Proposers may enter $0 for this line item and include a narrative stating that ADMS technology eliminates the need for this position.

Q6: Can the City clarify the required order of proposal submission? The Bid Checklist lists items in one order, while Section 3.5 specifies a different tab order. Also, is there a required form for the Cover Sheet?

A6: The RFP does not explicitly state which order controls. Proposers are encouraged to follow the tab order specified in Section 3.5 for clarity, ensuring that all checklist items are still included. No specific Cover Sheet form is provided; proposers may prepare their own including the project name, proposer name, contact information, and date.

Q7: Will the City please provide Exhibit D: Transition Plan? The current Exhibit D is the Single Execution Affidavits.

A7: Exhibit D in the provided RFP is the Single Execution Affidavits. Include a proposer-prepared Transition Plan as part of your submission, even though Exhibit D is missing. You can create a section labeled "Transition Plan (Submitted in Lieu of Missing Exhibit D)" to clearly show that you have provided the requested material.
Your Transition Plan should cover:

- Mobilization Timeline – how quickly you can deploy staff and equipment after Notice to Proceed.
- Staff Onboarding & Training – how you will train monitors and supervisors, including ADMS use.
- System Setup – steps for configuring ADMS tablets, software, and communications with the City.
- Coordination with City & Debris Removal Contractor – meetings, reporting cadence, and contact points.
- Demobilization Process – how you will scale down operations after debris work is complete.

Q8: On page 14, the RFP asks for Exhibit B: Fee Schedule to be included in Tab A. The provided Proposal Fee Schedule is labeled Exhibit N. Please confirm Exhibit N is correct.

A8: Exhibit N is the correct Proposal Fee Schedule for pricing. The reference to Exhibit B is scrivener's error. Proposers should complete and submit Exhibit N under Tab A as instructed.

Q9: The Bid Checklist lists a Letter of Interest as a required item. Is there a specific form or template?

A9: No specific form is provided. Proposers should prepare the Letter of Interest on company letterhead summarizing their intent to submit a proposal, relevant experience, and commitment to meeting the RFP requirements.

END OF ADDENDUM NO. 3

A copy of Addendum No. 3 signed and acknowledged shall precede the mandatory information required in the subject RFP.

Receipt of Addendum No. 3 is hereby acknowledged:

James "Jimmy" P. Screen, III

Print Name



Signature

September 22, 2025

Date

EXHIBIT A - CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of Volkert, Inc.

a business existing under the laws of the State of Alabama (the "Entity") held on March 27 2025, the following resolution was duly passed and adopted:

"RESOLVED, that, James P. "Jimmy" Screen as Senior Vice President of the Entity, be and is hereby authorized to execute this Proposal dated August 21, 2022 2025, on behalf of the Entity and submit this Proposal to the City of Destin, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 22nd day of September, 2025.

Secretary: Tracy P. Turner

Print Name: Tracy P. Turner

President:

Print Name: Leon M. Barkan, CCM

(Seal) VOLKERT, INC. CORPORATE SEAL ALABAMA

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. **Full Name of Proposer:**
   Volkert, Inc.

2. **Principal Business Address, Phone and Email Address:**
   Corporate Office: 11 N. Water Street, Suite 18290, Mobile, AL 36602
   Local Office: 2605 Thomas Drive, Suite 205, Panama City Beach, FL 32408

3. **Principal Contact Person(s):**
   James "Jimmy" P. Screen, III, Senior Vice President
   Mobile: 225.252.0172
   Email: jimmy.screen@volkert.com

4. **Form of Proposer (Corporation, Partnership, Joint Venture, Other):**
   Corporation
   A. **If a corporation, in what state incorporated:** Alabama
   B. **Date Incorporated:** March 15, 1946
   C. **Federal ID Number (EIN)** 63-0247014
   D. **If a joint Venture or Partnership, date of Agreement:** Not Applicable
   E. **Name and address of all partners (state whether general or limited partnership):** Not Applicable
   F. **If other than a corporation or partnership describe, organization and name of principals.** Not Applicable

5. **Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.**

Name	Title
See attachment "Officers and Directors List (May 1, 2025)"	

6. **Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement.** 33 Years

7. **List all entities participating in this Agreement (including subcontractors if applicable):**

	Name	Address	Title
A.	Volkert, Inc.,	11 N. Water Street, Suite 18290, Mobile, AL 36602,	Prime Consultant
B.	Carlisle Thompson, LLC,	405 West Sequoia Spur, Georgetown, TX 78628	
C.	AC Disaster Consulting,	1800 Glenarm Place, Suite 300, Denver, CO 80202	
D.			

8. **Outline specific areas of responsibility for each entity listed in Question 7.**
   A. Volkert, Inc., Prime Consultant, Disaster Debris Monitoring Management Services
   B. Carlisle Thompson, LLC, Subconsultant, Public Assistance Consulting Services
   C. AC Disaster Consulting, Subconsultant, Public Assistance/Grants Management Services

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: Volkert does not have an office in Okaloosa County, FL.
   Municipal: Volkert does not have an office in the City of Destin, FL.
   Volkert's Florida locations include offices in the cities of Chipley, Gainseville, Gulf Breeze, Jacksonville, Maitland, Miami, Panama City Beach, Pensacola, Pinellas Park, Port Charlotte, Sunrise, Tallahassee, and Tampa.

10. Have you ever failed to complete any work awarded to you?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
    Yes ✓ No ____ **If yes, attach a separate sheet of explanation.**
    See attachment "Civil Proceedings"

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
    Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ____ No ✓ **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes __ **No** ✓ **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? ✓ Yes, _____ No

23. How soon after the award can you begin work? Our team can begin work immediately. Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
Volkert's Florida DBPR Engineering License No is 4641.
Volkert's Florida DBPR Contractor License No. is CBC1258436.

25. **How did you hear about the RFP?** Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. Internal Volkert Contact

Signature (Blue ink only)

James "Jimmy" P. Screen, III
Print Name

Senior Vice President
Title

September 22, 2025
Date

STATE OF Florida)
COUNTY OF Osceola)
The foregoing instrument was acknowledged before me this 22nd day of September 2025
by James "Jimmy" P. Screen, III as Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced Not Applicable

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

OFFICERS AND DIRECTORS LIST

as of May 01, 2025

David Volkert & Associates, Inc. (Delaware) (Max 15 Directors)

Thomas A. Hand	Director	Chairman of the Board, Chief Executice Officer, Chairman of Executive Committee
Leon M. Barkan	Director	President, Chief Operating Officer, Vice Chairman of the Board, Vice Chairman of the Executive Committee
Michael I. Sampson	Director	Chief Financial Officer, Member of the Executive Committee
Holly Gibney	Director	
David McFarlin	Director	
Jason Watters	Director	
David A. Allsbrook	Outside Director	
Perry A. Hand	Outside Director	
Shaun P. Yancey	Outside Director	
Tracy P. Turner		Corporate Secretary
Landra Day		Assistant Corporate Secretary

Volkert, Inc. – (Max 20 Directors)

*	Thomas A. Hand	Director	Chairman of the Board, Chief Executive Officer, Chairman of Executive Committee
*	Leon M. Barkan	Director	President, Chief Operating Officer, Vice Chairman of the Board, Vice Chairman of Executive Committee
*	Michael I. Sampson	Director	Chief Financial Officer, Member of Executive Committee
*	Keith Weakley	Director	Senior Vice President Mid-Atlantic Region, Member of the Executive Committee
*	David McFarlin	Director	Senior Vice President Southeast Region, Member of the Executive Committee
*	Randall C. Redmond	Director	Senior Vice President Corporate
*	Louis Mitchell	Director	Senior Vice President Carolinas Region
*	Travis Falls	Director	Senior Vice President Southwest Region
*	Mark C. McConnell	Director	Senior Vice President West Gulf Region
*	Jason A. Watters	Director	Senior Vice President Midwest Region
*	William Adams	Director	Senior Vice President East Gulf Region
*	James Screen	Director	Senior Vice President Program Mgmt Region
*	Holly W. Gibney	Director	Senior Vice President Administration
*	George Talbot	Director	Senior Vice President External Affairs
	Andria Schmid		Senior Vice President West Region
**	Lacy D. Love		Corporate Vice President
	LaToya Moye-Bush		Corporate Vice President, Controller
**	Aaron Cagle		Regional Vice President of MS Operations and TN Engineering
**	Brian C. Huntsinger		Regional Vice President of Marketing Southwest Region
**	Harold "Hank" Eubanks		Regional Vice President of South Alabama Engineering
**	James Kelley		Regional Vice President of CE&I Alabama
**	Janet L. Evans		Regional Vice President of Louisiana Operations
**	Jonathan Grammer		Regional Vice President of North Alabama Engineering
	John Lopez		Regional Vice President of Disaster Services
**	Jason Cawrse		Regional Vice President & Chief Engineer, Mid-Atlantic Region
**	Aaron D. Immel		Vice President
	Abbas Eshagieh-Meybodi		Vice President
	Alexander Caso		Vice President
	Amy R. Anderson		Vice President, Human Resources
	Austin Conrad		Vice President, Safety & Fleet Operations
	Ben H. Lineberry		Vice President
	Bryan Bossart		Vice President
	Chad Lynch		Vice President
**	David Holloway		Vice President
**	David L. McDonald		Vice President
	Emily Murray		Vice President
	Esther Betancourt		Vice President
**	Fredrick J. Brown		Vice President
	Glenn T. Slater		Vice President
**	Greg Cook		Vice President

	Jamal Atkins	Vice President
	James Spinks	Vice President
	John Saunders	Vice President
**	Julie Hartman	Vice President
**	Karla T. Bounds	Vice President
**	Kevin Bowen	Vice President
	Luke LeBas	Vice President
	Lloyd L. Pitts	Vice President
	Marco L. Gonzalez	Vice President
**	Michael J. Warnke	Vice President
	Phillip Carlisle	Vice President, Information Technology
	Ralph Bove	Vice President
	Raymond W. Miller, Jr.	Vice President
**	Ronny Loe	Vice President
	Scott Golden	Vice President
	Stanley E. Winter, Jr.	Vice President
	Stephanie S. Muentnich	Vice President
	Steve Boergerhoff	Vice President
	Steven James	Vice President
**	Teresa D. McClure	Vice President
**	Teresa Driskell	Vice President
**	Tracy Turner	Vice President, General Counsel, Corporate Secretary
**	Trevor L. Reed	Vice President
	Warren F. Walker	Vice President
	Adam Patterson	Assistant Vice President
	Arnold Gonzales	Assistant Vice President
	Arthur Hooks	Assistant Vice President
	Ashley Ann Adams	Assistant Vice President
	Bethany Shearrer	Assistant Vice President
	Bobby Hullett	Assistant Vice President
**	Brandon Holt	Assistant Vice President
	Brian C. Graham	Assistant Vice President
	Brian Mueller	Assistant Vice President
	Carrie Bingham	Assistant Vice President
	Chad Hood	Assistant Vice President
	Christina McMillan	Assistant Vice President
	Christopher Lee	Assistant Vice President
	Daniel Peacock	Assistant Vice President
**	Delana McFarlin	Assistant Vice President, Deputy General Counsel
	Delbert Roddenberry	Assistant Vice President
	Diana Lewis	Assistant Vice President
	Edward "Doug" Seagle	Assistant Vice President
	Feifei Bai	Assistant Vice President
	Greg Dutton	Assistant Vice President
	Hari Thaker	Assistant Vice President
	Heather Fulghum	Assistant Vice President
	Jackie McSwain	Assistant Vice President
	James Braden	Assistant Vice President
	James "Jay" Roberson, Jr.	Assistant Vice President
	James Thomas	Assistant Vice President
	Jason Goffinet	Assistant Vice President
	Jason Watkins	Assistant Vice President
	Jeff Padgett	Assistant Vice President
	Jodi Griffel	Assistant Vice President
	Joey Fresolone	Assistant Vice President
	John Allen	Assistant Vice President
	Jonathan Parramore	Assistant Vice President
	Jordan Stringfellow	Assistant Vice President, Aviation Service Line Manager
	Keith Roberts	Assistant Vice President
	Landra Day	Assistant Vice President, Assistant Corporate Secretary
	Laura Penn	Assistant Vice President
	Laura Russell	Assistant Vice President
	Lisa Exley	Assistant Vice President
	Manuel Richardson	Assistant Vice President
	Marcy Beasley	Assistant Vice President
	Marie Njie	Assistant Vice President
	Matt Burnett	Assistant Vice President
	Matt Weaver	Assistant Vice President
	Ned Baier	Assistant Vice President
	Melinda D. Immel	Assistant Vice President

Melissa O'Sullivan	Assistant Vice President
Michael J. Glaros	Assistant Vice President
Michael Parkinson	Assistant Vice President
Michele Finn	Assistant Vice President
Miranda Glass	Assistant Vice President
Nanette Hickman	Assistant Vice President
Oliver Boehm	Assistant Vice President
Paige Felts	Assistant Vice President
Paul Reitz	Assistant Vice President
Paula A. Beasley	Assistant Vice President, Assistant Controller
Robert Scheeler	Assistant Vice President
Roger Osthoff	Assistant Vice President
Shane Bagwell	Assistant Vice President
Stanley Thrasher	Assistant Vice President
Stephen P. Heraty	Assistant Vice President
Tommy Cullember	Assistant Vice President
Tony Williams	Assistant Vice President
Traci Williams	Assistant Vice President
Travis Colledge	Assistant Vice President
Ty Lee	Assistant Vice President
Vincent DePianta	Assistant Vice President
Wes Furman	Assistant Vice President
William Fulghum	Assistant Vice President

* Indicates ability to sign contracts
** Indicates ability to sign contracts after Sr. VP Approval

CIVIL PROCEEDINGS

Volkert does not have any pending lawsuits that will affect the performance of the services to be rendered under this contract. As is the normal course of business for any successful professional services firm, Volkert manages some unavoidable claims and lawsuits which are common to large public infrastructure endeavors. Volkert carries professional liability insurance, commercial general liability insurance, automobile liability insurance, and worker compensation insurance to protect it against losses and damages.

A list of litigation in which Volkert has been involved in the past five (5) years and their respective statuses/resolutions follows.

Hemphill Construction Co. v. City of Biloxi, MS., et al.
In the Second Judicial District of Mississippi – Harrison County
Case No.: A2042-2019-49
Type of Claim: Professional Liability
Status: Resolved.

Estate of Marissa Lybarger v. Skanska-Granite-Lane, et al.
9th Judicial Circuit for Orange County, Florida
Case No: 2019-CA-010699-0
Type of Claim: Professional Liability
Status: Resolved

Kayla Coblentz, etc. (Hickerson Estate) v. Ameren Illinois, et al.
Circuit Court for the Second Judicial Circuit, Jefferson County, Illinois
Case No: 2020-L-19
Type of Claim: Professional Liability
Status: Volkert Dismissed.

Ernest Everidge, Sr. v. Fleming Construction Co., LLC, et al.
Civil District Court for the Parish of Orleans, LA.
Case No. 2020-3470-9-11
Type of Claim: Professional Liability
Status: Volkert voluntarily dismissed by Plaintiff.

Kenneth Ray Wade, III, a minor v. William Rawlings, et al.
Lafayette Parish, LA. Civil District Court
Case No. 2020-0488
Type of Claim: Professional Liability
Status: Resolved.

David Trujillo, et al. v. V&M Erectors, Inc., et al.
Case No. 2020-CA-3183
9th Judicial Circuit in and for Orange County, Florida
Type of Claim: Professional Liability
Status: Resolved.

Cynthia & Kenneth Wade v. William Rawlings, et al.
District Court of Harris County, TX
Case No. 2020-03283
Type of Claim: Professional Liability
Status: Resolved.

Kevin Montgomery, Succession of Carolyn Montgomery Diggs v. Greater New Orleans Expressway Commission, et al.
Docket No. 812-138 M (2020)
24th Judicial District Court for the Parish of Jefferson, Louisiana
Type of Claim: Professional Liability
Status: In Litigation.

Estate of Brittaney Niccole Cleaver v. Hosea Weaver & Sons, Inc., et al.
Case No. 02-CV-2020-901380.00
13th Judicial Circuit of Alabama
Type of Claim: Professional Liability
Status: Resolved.

Debra Ann Robichaux, et al. v. Baker Pile Driving & Sitework, et al.
22nd Judicial District Court for St. Tammany Parish
Case No. 2020-11431 Division H
Type of Claim: Professional Liability
Status: Volkert Granted Summary Judgment

Estate of Carey Lynn Riemer v. Skanska-Granite-Lane, JV, et al.
Case No. 2021-CA-010984-O
9th Judicial Circuit in and for Orange County, Florida
Type of Claim: Professional Liability
Status: Resolved.

Thomas Whitten v. Dunn Construction Co., Inc., et al.
Civil Action No.: 01-CV-2021-901969.00
Circuit Court of Jefferson County, Alabama
Type of Claim: Professional Liability
Status: Resolved.

Volkert, Inc. v. Nationwide Mutual Insurance Co., et al.
Case No.: 2:21-cv-00156
United States District Court, Eastern District of Louisiana
Type of Claim: Professional Liability
Status: Resolved.

Oscar Renda Contracting, Inc v. The City of Biloxi, Mississippi
Circuit Court of Harrison County, Mississippi, Second Judicial District
Civil Action No. A2402-23021-110
Type of Claim: Professional Liability
Status: In Litigation

Onieda Covarrubias v. Volkert, Inc., et al.
In the 131st District Court, Bexar County, Texas
Case No. 2022C101254
Type of Claim: MVA
Status: Resolved.

Thomas Baumann v. Volkert, Inc., et al.
19th Judicial District Court, Parish of East Baton Rouge, Louisiana
Number C-716577 "26"
Type of Claim: Professional Liability
Status: In Litigation.

Roderick Carter v. Kevin Linder and Volkert, Inc.
In the General Court of Justice, Superior Court Division, Robeson County, North Carolina
Case No. 22 CVS 1199
Type of Claim: MVA
Status: Resolved.

Michael Goodwin and Angela Goodwin v. Volkert, Inc., et al.
In the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida
Case No. 2022-CA-000161-0
Type of Claim: MVA
Status: Resolved.

Nancy Lewis v. Jacob James Popp and Volkert, Inc.
In the Circuit Court for the Twentieth Judicial Circuit, Charlotte County, Florida
Civil Division
Case No.: 22000762CA
Type of Claim: MVA
Status: Resolved.

Lacie Chantell Hunter v. Jeffrey James
Circuit Court for the 13th Judicial Circuit, Hillsborough County, Florida
Case No.: 23-CA-004011
Type of Claim: MVA
Status: Resolved.

Blenda Garcia v. Kevin Linder
Circuit Court, 18th Judicial District, Seminole County, Florida
Case No. 2023-CA-001399
Type of Claim: MVA
Status: Resolved.

Rebecca Lovelace v. Riley McAllister
Circuit Court for the City of Richmond, Virginia
Case No.: CL23-232.8
Type of Claim: MVA
Status: Resolved

Volkert, Inc. v. Halmar International
United States District Court, Middle District of Louisiana
Case No.: 3: 23-cv-01520-BAJ-RLB
Type of Claim: Breach of Contract/Prompt Payment
Status: Resolved

Robert Mullins v. Volkert, Inc., et al.
In the Superior Court of White County, Georgia
Case No.: 2022000100
Status: Resolved.

Sharmia Guah, etc. v. Volkert, Inc., Kennedy Engineering, et al.
In the Superior Court of Newton County, Georgia
Case No.: 2023-002569
Status: Resolved.

Paula Y. Walker v. Keller Construction, Inc., Volkert, Inc., et al.
In the Circuit Court, Third Judicial Circuit, Madison County, Illinois
Civil Division
Case No.: 2023LA000938
Type of Claim: Professional Liability
Status: In Litigation

Tammy Freeman v. McInnis Construction, LLC; Volkert, Inc., et. al
In the Circuit Court of Mobile County, Alabama
Case No.: 02-CV-2023-901744
Type of Claim: Professional Liability
Status: Volkert Dismissed

City of Starkville Mississippi v. Volkert, Inc., et al.
In the Circuit Court of Oktibbeha County, Mississippi
Case No.: 23-0599-E
Type of Claim: Professional Liability
Status: In Litigation

James M. Payton v. Anjinomoto Health & Nutrition North America, Inc., et al.
In the Circuit Court of Cook County, Illinois
Case No.: 23L013106
Type of Claim: Mesothelioma
Status: Volkert Dismissed

Jean Leuder, etc. v. Unum Life Insurance Company of America and Volkert, Inc. (ERISA)
In the United States District Court for the Middle District of Florida
Case No.: 8:23-cv-02439-VMC-AAS
Type of Claim: ERISA
Status: Resolved.

Akeem Phillips v. Richard Meeks, Volkert, Inc.
In the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida
Case No.: 2024-CA-001058-O
Type of Claim: MVA
Status: Resolved.

Rafael Rosendo De Oliveira v. Christopher Lebron and Volkert, Inc.
In the Circuit Court for the Ninth Judicial Circuit
Orange County, FL
MVA
Status: Resolved

William Nelson and Caira Porterie v. Volkert, Inc., et al.
United States District Court for the Middle District of Louisiana
Case No. C-748723-24
Status: In Litigation

ALMO Farm Anstalt, Ltd. V. Ameren, et al. and Volkert, Inc.
In the Circuit Court of the Second Judicial Circuit
Jefferson County, Illinois
Case No.: 2025LA18
Type of Claim: Tech E&O
Status: In Litigation

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: Florida Dept. of Transportation - District 2

Reference Contact Name: Mr. Kevin Rogers

Contact Title: District Construction Service Manager

Contact Telephone: 386.961.7416

Contact Email: kevin.rogers@dot.state.fl.us

Contract Start Date: October 2024 **Contract End Date:** July 2025

Hurricane Helene
Disaster Debris Removal Monitoring

REFERENCE #2

Name of Company: Florida Dept. of Transportation - District 3

Reference Contact Name: Ms. Beverly Renae Sanders

Contact Title: Assistant District Construction Engineer

Contact Telephone: 850.330.1658

Contact Email: renae.sanders@dot.state.fl.us

Contract Start Date: September 2023 **Contract End Date:** September 2023

Hurricane Idalia
Disaster Debris Removal Monitoring

REFERENCE #3

Name of Company: The Villiages, Florida

Reference Contact Name: Ms. Brittany Wilson

Contact Title: Assistant District Manager

Contact Telephone: 352.751.3939

Contact Email: brittany.wilson@districtgov.org

Contract Start Date: September 2024 **Contract End Date:** February 2025

Hurricane Helene
Disaster Debris Removal Monitoring

REFERENCE #4

Name of Company: Tennessee Dept. of Transportation - District 3

Reference Contact Name: Mr. Joshua Metz

Contact Title: TDOT District 19 Manager

Contact Telephone: 865.771.6554

Contact Email: joshua.metz@tn.gov

Contract Start Date: October 2024 **Contract End Date:** May 2025

Hurricane Helene
Disaster Debris Removal Monitoring

REFERENCE #5

Name of Company: Tennessee Emergency Management (TEMA)

Reference Contact Name: Mr. Craig Hanrahan

Contact Title: Assistant Director of Recovery & Mitigation

Contact Telephone: 615.390.9001

Contact Email: crag.hanrahan@tema.gov

Contract Start Date: January 2025 **Contract End Date:** September 2025

Hurricane Helene
Disaster Debris Removal Monitoring

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: James "Jimmy" P. Screen, III, Senior Vice President

For (Name of Proposing or Bidding Entity): Volkert, Inc.

Whose business address is: Corporate: 11 N. Water Street, Suite 18290, Mobile, AL 36602

And (if applicable) its Federal Employer Identification Number (FEIN) is: 63-0247014

(If the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: Not Applicable

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

J.P.S.
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[✓] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

J.P.S.
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

J.P.S.
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the " City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

J.P.S.
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

J.P.S.
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

J.P.S.
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

J.P.S.
Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

J.P.S.
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

Witness #1 Print Name: Leon M. Barkan, CCM

Witness #2 Print Name: Mike Warnke, PE, ENV SP

Signed, sealed and delivered by:

Print Name: James "Jimmy" P. Screen

Title: Senior Vice President

ACKNOWLEDGMENT

State of Florida

County of Osceola

On this 22nd day of September, 2025, before me the undersigned, personally appeared James "Jimmy" P. Screen, III, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

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

✓ Personally known to me; or

_____ Produced Identification (Type of Identification: _____)

✓ Did take an oath; or

_____ Did not take an oath

EXHIBIT E - INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am James "Jimmy" P. Screen, III of Volkert, Inc., the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Signature (Blue ink only)

James "Jimmy" P. Screen, III
Print Name

Senior Vice President
Title

September 22, 2025
Date

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 22nd day of September, 2025
by James "Jimmy" P. Screen, III as Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc.
(Company name)
Personally known to me ✓ or has produced identification _____, type of identification
produced Not Applicable.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is James "Jimmy" P. Screen, III of Volkert, Inc., proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

James "Jimmy" P. Screen, III
Print Name

Senior Vice President
Title

September 22 .2025
Date

STATE OF Florida)
COUNTY OF Osceola)
The foregoing instrument was acknowledged before me this 22nd day of September 2025
by James "Jimmy" P. Screen as Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced Not Applicable.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Volkert, Inc. does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue ink only)

James "Jimmy" P. Screen, III
Print Name

Senior Vice President
Title

September 22, 2025
Date

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 22nd day of September, 2025
by James "Jimmy" P. Screen as Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc.
(Company name)
Personally known to me ✓ or has produced identification _____, type of identification
produced Not Applicable.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is James "Jimmy" P. Screen, III of Volkert, Inc. the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 22nd day of September, 2025
by James "Jimmy" P. Screen, III as Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification
produced Not Applicable.

(NOTARY SEAL HERE)

Claribel Barnes
SIGNATURE OF NOTARY PUBLIC

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

James "Jimmy" P. Screen,III
Print Name

Senior Vice President
Title

September 22, 2025
Date

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 22nd **day of** September **, 20**25
by James "Jimmy" P. Screen , III **as** Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc. .
(Company name)
Personally known to me ✓ **or has produced identification** _____, **type of identification produced** Not Applicable

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid; Proposal or contract No. RFP No. 25-11-PW

2. This sworn statement is submitted by: Volkert, Inc.
(name of entity submitting sworn statement)

whose business address is: Corporate: 11 N. Water Street, Suite 18290
Mobile, AL 36602

Federal Identification Number (FEIN) is: 63-0247014
(if applicable)

Social Security Number: Not Applicable

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: James "Jimmy" P. Screen, III
(print name of individual signing this document)

and my relationship to the entity is: Senior Vice President

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ✓Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. __The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

      1) __There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ___The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) __The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

James "Jimmy" P. Screen, III
Print Name

Senior Vice President
Title

September 22, 2025
Date

STATE OF Florida)
COUNTY OF Osceola)
The foregoing instrument was acknowledged before me this 22nd day of September, 2025
by James "Jimmy" P. Screen, III as Senior Vice President
(Name of person acknowledging) *(Title)*
for Volkert, Inc.
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification produced Not Applicable.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

Claribel Barnes, Notary Public
PRINT, TYPE/STAMP NAME OF NOTARY

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES ___ _____NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? In the last five years, Volkert had a project that was not terminated, but a stop work order was issued and another firm completed the work.

YES X NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO _____ See attachment "Civil Proceedings" found after Exhibit B.

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: Volkert, Inc.

Authorized Signature: _____

Print or Type Name: James "Jimmy" P. Screen, III

Title: Senior Vice President

Date: September 22, 2025

EXHIBIT L - LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
1	Carlisle Thomson, LLC 405 West Sequoia Spur, Georgetown, TX 78628	Public Assistance Consulting	Not Applicable*
2	AC Disaster Consulting 1800 Glenarm Place, Suite 300 Denver, CO 80202	Public Assistance Consulting/ Grant Management	M19000004356

Firm: Volkert, Inc.

Authorized Signature: 

Print or Type Name: James "Jimmy" P. Screen, III

Title: Senior Vice President

Date: September 22, 2025

*Carlisle Thompson does not have an FL DPOR license.
The firm does not provide regulated services that require such a license (e.g., accountants).

EXHIBIT M - *E-VERIFY* AFFIDAVIT

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

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

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

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

In the presence of:

Witness #1 Print Name: Leon M. Barkan, CCM

Witness #2 Print Name: Mike Warnke, PE, ENV SP

Signed, sealed and delivered by:

Print Name: James "Jimmy" P. Screen, III

Title: Senior Vice President

Entity Name: Volkert, Inc.

ACKNOWLEDGMENT

State of Florida

County of Osceola

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 22nd **day of** September, 20 25, **by** James "Jimmy" P. Screen **(name of person) as** Senior Vice President **(type of authority) for** Volkert, Inc. **(name of party on behalf of whom instrument is executed).**

Claribel Barnes, Notary Public

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

✓ **Personally known to me; or**

_____ **Produced identification (Type of Identification:** _____**)**

✓ **Did take an oath; or**

_____ **Did not take an oath**

CLARIBEL BARNES
Notary Public
State of Florida
Comm# HH702276
Expires 7/24/2029

Company ID Number: 105558

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

Company ID Number: 105558

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 105558

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Holly W Gibney**

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

EXHIBIT N

CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: Volkert, Inc. In response to the City's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated August 21, 2025 including Addenda numbered 1 through 3, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	$ 85.00	1	$ 85.00
Debris Site / Tower Monitors	$ 48.00	1	$ 48.00
Field Coordinators (Crew Monitors)	$ 48.00	1	$ 48.00
Project Manager	$ 95.00	1	$ 95.00
Operations Manager	$ NA	1	$ NA
FEMA Coordinator	$ 90.00	1	$ 90.00
Scheduler / Expeditors	$ NA	1	$ NA
GIS Analyst	$ 65.00	1	$ 65.00
Environmental Specialist	$ NA	NA	$ NA
Project Inspector (Citizen Site Monitors)	$ 48.00	1	$ 48.00
Load Ticket Data Entry Clerks (QA /QC)	$ NA	NA	$ NA
Billing / Invoice Analysts	$ NA	1	$ NA
Administrative Assistants	$ NA	1	$ NA
2.8 Emergency Management Planning & Training	$ 130.00	1	$ 130.00
2.9 Public Assistance Consulting Services	$ 100.00	1	$ 100.00
TOTAL			$ 709.00

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	$ 85.00	1	$ 85.00

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
NA	NA	$ NA
		$
		$
		$
		$
		$
		$
		$
		$

No spaces are to be left blank, but should be marked as follows:
N/A = Not Applicable
N/C = No Charge
N/B = No Bid
Spaces marked with a zero (0) will be considered no charge.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: Volkert, Inc.

Proposer's Name: James "Jimmy" P. Screen, III

Proposer's Email: jimmy.screen@volkert.com

Proposer's Title: Senior Vice President

Company Address: Corporate: 11 N. Water Street, Suite 18290, Mobile, AL 36602

Proposer's Signature: 

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[✓] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, AC Disaster Consulting certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Dorri Smith-Radford Chief of Staff 9/19/2025

Name and Title of Sub-Recipient/subcontractor's Authorized Official Date

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

[✓] This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

[ ] This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, Carlisle Thompson, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Connie Brice

Signature of Sub-Recipient/subcontractor's Authorized Official

Connie Brice, President, Carlisle Thompson, LLC

Name and Title of Sub-Recipient/subcontractor's Authorized Official

September 22, 2025

Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i)The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a)All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

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

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non- Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:
(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25.000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date"
10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."
11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

FINANCIAL STABILITY

Volkert is a profitable and financially sound corporation. The firm has continued to grow steadily, experiencing yearly financial growth since its inception. Volkert's 2019-2024 total turnover (sales) follow.

2024	2023	2022	2021	2020	2019
$248M	$201M	$180M	$163M	$154M	$150M

Volkert is audited annually by an independent CPA firm. The firm has more than $200M in annual gross revenue and is consistently profitable every year. Volkert's total assets exceed $80M and have a current ratio of 2.00. Current assets consist primarily of cash and accounts receivable.

Volkert has the financial strength and stability to perform the City's required services. We will provide adequate and properly trained personnel for the City of Destin's Disaster Debris Monitoring contract within 24 hours of receiving the Notice to Proceed.

Volkert does not have any current or prior bankruptcy proceedings to report. As required, on the follow pages we have included our most recent audited annual financial statements which contain a balance sheet, income statement, and statement of cash flows.



VOLKERT, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

DECEMBER 31, 2024 AND 2023

Warren Averett
CPAs AND ADVISORS
www.warrenaverett.com

The report accompanying this deliverable was issued by Warren Averett, LLC.

VOLKERT, INC. AND SUBSIDIARY
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DECEMBER 31, 2024 AND 2023

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Warren Averett
CPAs AND ADVISORS

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
Volkert, Inc. and Subsidiary

Opinion

We have audited the accompanying consolidated financial statements of Volkert, Inc. (a corporation) (a wholly owned subsidiary of David Volkert & Associates, Inc.) and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Volkert, Inc. and Subsidiary (Company) as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of overhead costs for the years ended December 31, 2024 and 2023, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Warren Averett, LLC

Daphne, Alabama
June 11, 2025

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash and cash equivalents	$ 15,819,849	$ 12,872,499
Certificates of deposit	1,000,000	-
Accounts receivable – trade, net of allowance for credit losses of $1,434,605 and $870,430, respectively	45,939,321	31,400,603
Unbilled contract receivables	41,695,919	29,609,131
Contract assets	2,986,760	1,188,921
Prepaid expenses and other current assets	9,653,110	7,984,946
Total current assets	117,094,959	83,056,100
PROPERTY AND EQUIPMENT, NET	23,499,084	16,508,714
OTHER ASSETS		
Operating lease right-of-use assets, net	21,249,685	17,661,504
Goodwill, net of accumulated amortization of $3,914,383 and $3,180,759, respectively	4,478,997	5,212,621
Intangible assets, net of accumulated amortization of $1,333,000 and $1,022,000, respectively	-	311,000
Other assets	535,718	461,262
Total other assets	26,264,400	23,646,387
TOTAL ASSETS	$ 166,858,443	$ 123,211,201

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

	2024	2023
CURRENT LIABILITIES		
Accounts payable – trade	$ 16,583,989	$ 11,228,334
Accrued salaries and other compensation	9,463,517	8,060,185
Accrued paid time off	5,629,769	5,212,369
Line of credit – parent company	7,955,959	4,246,618
Other accrued expenses	4,998,243	2,615,669
Contract liabilities	34,898,394	7,679,803
Current portion of finance lease obligations	3,431,253	2,657,399
Current portion of operating lease liabilities	5,055,561	4,520,432
Current maturities of note payable	914,173	859,944
Total current liabilities	88,930,858	47,080,753
LONG-TERM LIABILITIES		
Finance lease liabilities, net of current portion	5,055,536	5,831,425
Operating lease liabilities, net of current portion	17,552,790	14,365,881
Note payable, net of current maturities	771,176	1,885,349
Total long-term liabilities	23,379,502	22,082,655
TOTAL LIABILITIES	112,310,360	69,163,408
STOCKHOLDER'S EQUITY		
Common stock, $1.00 par value, 2,250 shares authorized, issued, and outstanding	2,250	2,250
Paid-in capital	7,926,000	7,926,000
Retained earnings	46,619,833	46,119,543
Total stockholder's equity	54,548,083	54,047,793
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 166,858,443	$ 123,211,201

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
REVENUE		
Contract revenues	$ 324,882,978	$ 262,301,103
Subconsultant costs	(64,932,970)	(48,768,813)
Direct reimbursable costs	(12,858,429)	(10,700,742)
Net contract revenues	247,091,579	202,831,548
OPERATING COSTS		
Direct job costs – labor	89,872,434	73,889,939
Overhead labor	61,744,153	51,834,925
Employee benefits	25,909,666	21,192,156
Other overhead	46,428,333	39,045,715
Net operating costs	223,954,586	185,962,735
GAIN ON DISPOSITION OF PROPERTY AND EQUIPMENT	185,148	588,462
INCOME FROM OPERATIONS	23,322,141	17,457,275
OTHER INCOME (EXPENSE)		
Interest income	291,756	152,457
Administrative fees from parent company	475,335	430,080
Interest expense	(1,180,654)	(719,042)
State franchise and privilege tax expense	(444,292)	(273,647)
Miscellaneous income	36,004	42,660
Net other expense	(821,851)	(367,492)
NET INCOME	$ 22,500,290	$ 17,089,783

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	Common Stock	Paid-in Capital	Retained Earnings	Total
Balance at December 31, 2022	$ 2,250	$ 7,926,000	$ 42,029,760	$ 49,958,010
Dividends	-	-	(13,000,000)	(13,000,000)
Net income	-	-	17,089,783	17,089,783
Balance at December 31, 2023	2,250	7,926,000	46,119,543	54,047,793
Dividends	-	-	(22,000,000)	(22,000,000)
Net income	-	-	22,500,290	22,500,290
Balance at December 31, 2024	$ 2,250	$ 7,926,000	$ 46,619,833	$ 54,548,083

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 22,500,290	$ 17,089,783
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	6,775,231	5,447,106
Amortization of goodwill and intangible assets	1,044,624	1,266,791
Credit losses	564,430	492,627
Gain on disposition of property and equipment	(185,148)	(588,462)
Noncash lease expense	133,857	395,478
Management equity incentive bonus expense to be satisfied with phantom stock of David Volkert & Associates, Inc.	15,075,720	8,966,626
ESOP compensation expense	4,500,000	3,500,000
Changes in assets and liabilities:		
Accounts receivable – trade and other	(15,103,148)	(7,953,057)
Unbilled contract receivables and contract assets	(13,884,627)	(4,338,089)
Prepaid expenses and other assets	(1,742,620)	(4,334,736)
Accounts payable – trade	5,355,655	2,121,183
Accrued salaries and other compensation	1,403,332	1,899,833
Accrued paid time off	417,400	618,625
Other accrued expenses	2,382,574	283,102
Contract liabilities	27,218,591	4,875,933
Net cash provided by operating activities	56,456,161	29,742,743
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of certificates of deposit	(1,000,000)	-
Purchases of property and equipment	(11,284,423)	(2,955,596)
Proceeds from sale of property and equipment	852,052	1,262,465
Net cash used in investing activities	$ (11,432,371)	$ (1,693,131)

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments under line of credit – parent company, net	$ (15,066,653)	$ (7,509,816)
Payment of obligations of the parent company	(799,726)	(616,286)
Repayment of note payable	(1,059,944)	(797,188)
Principal payments on finance lease liabilities	(3,150,117)	(2,049,910)
Dividends paid	(22,000,000)	(13,000,000)
Net cash used in financing activities	(42,076,440)	(23,973,200)
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,947,350	4,076,412
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	12,872,499	8,796,087
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 15,819,849	$ 12,872,499
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 953,551	$ 635,024

NONCASH OPERATING AND FINANCING ACTIVITIES

Right-of-use assets obtained in exchange for operating lease liabilities and finance lease liabilities were $8,818,293 and $3,334,068, respectively, during the year ended December 31, 2024, and were $6,443,387 and $4,912,371, respectively, during the year ended December 31, 2023.

The management equity incentive bonus expense of $15,075,720 and $8,966,626, and ESOP compensation expense of $4,500,000 and $3,500,000, shown in the operating activities section for the years ended December 31, 2024 and 2023, respectively, relate to stock of the parent company as well as the ESOP. These expenses are charged as noncash increases to the line of credit – parent company.

See notes to the consolidated financial statements.

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Volkert, Inc. (Volkert) performs engineering, environmental, program management, and construction services throughout the United States. Headquartered in Mobile, Alabama, Volkert has offices throughout the Southeast, Atlantic, and Central regions of the United States. Volkert is principally engaged in the design of highways, bridges, port improvements, airports, utilities, site development, construction services, environmental services, energy services, and buildings for educational, commercial, industrial, and military use. Work is performed under various fee arrangements, including cost plus fee contracts, fixed price contracts, and fixed hourly fee contracts. See further discussion of business segments and contracts in Note 7.

Volkert is a wholly owned subsidiary of David Volkert & Associates, Inc. (a Delaware corporation) (Parent). Separate consolidated financial statements have been issued for David Volkert & Associates, Inc. and Subsidiary.

In March 2019, Volkert formed a wholly owned subsidiary, Volkert Michigan, Inc. (Michigan), which is responsible for bidding on specific jobs in the state of Michigan.

Principles of Consolidation

The consolidated financial statements include the accounts of Volkert and its wholly owned subsidiary, Michigan (collectively the Company). All significant intercompany accounts and transactions have been eliminated in consolidation.

Recently Adopted Accounting Pronouncements

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, (also referred to as current expected credit losses, or "CECL"), using the modified retrospective transition method. This ASU amends the impairment model to utilize an expected loss methodology in place of the incurred loss methodology for financial instruments, including trade receivables and off-balance sheet credit exposures. The amendment requires entities to consider a broader range of information to estimate expected credit losses, which may result in earlier recognition of losses. Adoption did not significantly impact the consolidated financial statements.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments with an original maturity of three months or less to be cash equivalents.

Concentrations of Credit Risk

The Company maintains deposits in brokerage houses within its geographic region, which may at times exceed amounts covered by insurance provided by the U.S. Securities Investor Protection Corporation (SIPC). At December 31, 2024 and 2023, approximately $500,000 and $0 exceeded the amount insured by the SPIC, respectively.

The Company maintains deposits in financial institutions within its geographic region, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance

Corporation (FDIC). At December 31, 2024 and 2023, approximately $14,683,000 and $14,902,000 exceeded the amount insured by the FDIC, respectively.

Accounts Receivable
Accounts receivable arise in the ordinary course of business. The Company recognizes an allowance for credit losses based on historical experience, any known trends or uncertainties related to customer billing and account collectability, current economic conditions, customer credit history, and reasonable and supportable economic forecasts. This allowance is deducted from the accounts receivable balance to properly reflect the net realizable value. Accounts receivable are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received. Credit losses were $564,430 and $492,627 for the years ended December 31, 2024 and 2023, respectively.

Property and Equipment
Property and equipment is stated at cost, net of accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the useful lives of assets, which range from three to ten years. Assets held under finance leases are amortized over their expected useful lives on the same basis as owned assets or, where shorter, the term of the relevant lease. Costs for maintenance and repairs are expensed when incurred; betterments and improvements, which materially prolong the lives of assets, are capitalized. The costs of assets sold or otherwise disposed of, and the related accumulated depreciation and amortization are removed from the accounts, and the gain or loss on such disposition is included as an offset to operating costs.

Goodwill
Goodwill represents the excess of purchase price over the fair value of identifiable net assets obtained through acquisitions. Effective January 1, 2014, the Company adopted the accounting alternative offered to nonpublic entities for the subsequent measurement of goodwill. In accordance with this alternative, the Company amortizes goodwill over ten years on the straight-line basis and only evaluates goodwill for impairment at the entity level when a triggering event occurs. Amortization expense related to goodwill was $733,624 and $833,624 for the years ended December 31, 2024 and 2023, respectively.

Intangible Assets
Intangible assets include customer contracts and noncompete and non-solicit agreements that are acquired in business combinations and have finite useful lives. Intangible assets are measured at cost less accumulated amortization and are reviewed annually for impairment or when events or circumstances indicate their carrying amount may not be recoverable. Amortization is computed using the straight-line method over the useful lives of the assets. Amortization expense related to intangible assets was $311,000 and $433,167 for the years ended December 31, 2024 and 2023, respectively.

Revenue Recognition
The Company recognizes revenues in accordance with the ASC Topic 606, *Revenue from Contracts with Customers.* As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract, and recognizes revenues as the Company satisfies each performance obligation.

The Company's contracts contain one of the following pricing provisions:

Fixed Bill Rate: Fee is based on an agreed upon price per unit. Total payment is determined by the number of units delivered.

Lump Sum: Fee is specified in the original contract. Contracts may be subject to price adjustments if the scope of the project changes or unforeseen conditions arise.

Cost Plus Provisional Overhead: Fee is determined based on estimated project-direct costs plus overhead and profit. Overhead and profit are determined in the contract. Overhead is adjusted annually for multi-year contracts.

Cost Plus: Fee is determined based on estimated project direct costs plus overhead and profit. Overhead and profit are determined in the contract and fixed throughout the life of the contract.

Percent Construction: Fee is determined based on a negotiated percentage of total actual construction cost.

Revenue is recognized over time because of the continuous transfer of control to the customer. Revenue on fixed price contracts is recognized on the percentage-of-completion method based generally on the ratio of direct cost incurred-to-date to estimated total direct cost at completion. The Company uses the percentage-of-completion method to better match the level of work performed at a certain point in time in relation to the effort that will be required to complete a project. Revenue on fixed bill rate contracts is recognized as the work is performed in accordance with the specific rates and terms of the contract.

Changes to total estimated contract costs or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer.

Due to the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Unbilled Contract Receivables
Unbilled contract receivables represent an unconditional right to payment subject only to the passage of time and are estimated by multiplying unbilled direct labor costs as of year-end by the year-to-date revenue multiplier. Amounts are reclassified to trade accounts receivable when they are billed under the terms of the contract.

Contract Assets
Contract assets represent unbilled amounts, where the right to payment is subject to more than merely the passage of time and includes performance-based incentives and services provided ahead of agreed-upon contractual milestones. Contract assets from fixed price contracts with billing milestones are calculated based on percentage-of-completion. Contract assets are transferred to unbilled contract receivables when the right to consideration becomes unconditional.

Contract Liabilities
Contract liabilities represent amounts billed to clients in excess of revenue recognized to date.

Leases
The Company recognizes leases in accordance with ASC Topic 842, *Leases*, and the related amendments. Leases are classified as either financing or operating, and a right-of-use (ROU) asset and liability are established for leases with an initial term greater than 12 months. Leases with an initial term of 12 months or less, and not expected to renew beyond 12 months, are not recorded on the consolidated balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of the lease payments over the lease term, as adjusted for prepayments, incentives, and initial direct costs. The Company has elected the practical expedient available to private companies of using a risk-free rate as the discount rate for measuring lease liabilities. Some of the Company's leases include options to extend the lease term, which is included in measuring the lease when it is reasonably certain that the Company will exercise that option. The depreciable lives of assets are limited by the expected lease term unless there is a transfer of title or purchase option reasonably certain of exercise. Financing lease ROU assets are included in "property and equipment" on the consolidated balance sheets. Amortization expense on assets acquired under financing leases is included in "other overhead" on the accompanying consolidated statements of income. Operating lease expense is included in "other overhead" on the consolidated statements of income.

Advertising
Advertising costs are expensed as incurred. Advertising expense was $825,340 and $564,558 for the years ended December 31, 2024 and 2023, respectively.

Income Taxes
The Company, with the consent of its stockholder, has elected S corporation status effective January 1, 1999. Earnings and losses after that date are includable in the income tax return of the stockholder. Accordingly, no provision or liability for federal or state income taxes has been included in the accompanying consolidated financial statements. The Company is included within the consolidated federal income tax return filed by its Parent. The Company files separate state tax returns, as applicable.

The Company adheres to the provisions of ASC Topic 740, *Income Taxes*, relating to the uncertainty in income taxes. This guidance requires entities to assess their uncertain tax positions for the likelihood that they would be overturned upon Internal Revenue Service (IRS) examination or upon examination by state taxing authorities. In accordance with this guidance, the Company has determined that it does not have any positions at December 31, 2024, that it would be unable to substantiate. The Company has filed tax returns for all years through December 31, 2023. Years ended December 31, 2021, and subsequent remain subject to audit by taxing authorities.

Use of Estimates
The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events
The Company has evaluated subsequent events through June 11, 2025, which is the date the consolidated financial statements were available to be issued.

2. UNBILLED CONTRACT RECEIVABLES, CONTRACT ASSETS, AND CONTRACT LIABILITIES

These amounts are included in the accompanying consolidated balance sheets under the following as of December 31, 2024 and 2023:

	December 31, 2024	December 31, 2023	January 1, 2023
Unbilled contract receivables	$ 41,695,919	$ 29,609,131	$ 25,938,185
Contract assets	2,986,760	1,188,921	521,778
Contract liabilities	(34,898,394)	(7,679,803)	(2,803,870)
	$ 9,784,285	$ 23,118,249	$ 23,656,093

3. PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of December 31, 2024 and 2023:

	2024	2023
Land	$ 21,495	$ 21,495
Building and building improvements	67,685	67,685
Leasehold improvements	732,093	737,253
Transportation equipment	14,769,691	11,603,659
Computer equipment	10,148,160	9,187,932
Survey and inspection equipment	4,751,606	3,815,711
Finance lease ROU assets	13,331,617	11,599,262
Furniture, fixtures, and office equipment	4,182,007	2,797,099
Software development in progress	2,335,525	-
	50,339,879	39,830,096
Less accumulated depreciation and amortization	(26,840,795)	(23,321,382)
Property and equipment, net	$ 23,499,084	$ 16,508,714

Depreciation and amortization expense was $6,775,231 and $5,447,106 for the years ended December 31, 2024 and 2023, respectively.

4. LINES OF CREDIT

In June 2022, the Company established a revolving line of credit with Regions Bank with a maximum available credit limit of $20,000,000. As of December 31, 2024 and 2023, there was no balance on the line of credit. The line of credit incurs interest monthly at a variable rate of one-month Secured Overnight Financing Rate (SOFR) plus 2.23%, and the line of credit matures August 2025. The line of credit is secured by the Company's accounts receivable.

The Company has established an unsecured line of credit with First Horizon Bank with total available credit of $3,000,000. As of December 31, 2024 and 2023, there was no balance on the line of credit. The line of credit incurs interest monthly at a variable rate of one-month Secured Overnight Financing Rate (SOFR) plus 2.37% (3.00% floor). The line is subject to renewal in November 2025.

The Company has established an unsecured line of credit with its Parent. The aggregate total of available credit is $15,000,000. As of December 31, 2024 and 2023, the balance on the line of credit was $7,955,959 and $4,246,618 respectively, with interest payable monthly based on the Wall Street Journal prime rate on December 31 of the prior year (8.50% and 7.50% for the years ended December 31, 2024 and 2023, respectively). The principal balance is due on demand.

5. NOTE PAYABLE

The Company has a promissory note payable issued as consideration for a previous business acquisition. The note bears interest at 5.00% and is collateralized by certain assets and liabilities obtained through the acquisition. Principal and interest payments are due annually through maturity in January 2026. The outstanding principal was $1,685,349 and $2,745,293 as of December 31, 2024 and 2023, respectively.

Annual maturities of the note payable are as follows:

Years ending December 31	
2025	$ 914,173
2026	771,176
	$ 1,685,349

6. LEASES

The Company has operating leases for office space throughout the states in which it operates, with remaining lease terms ranging from one to ten years. Many of the leases include one or more options to extend the lease term from one to five years that may be exercised at the Company's sole discretion. Rental payments are generally subject to scheduled periodic increases throughout the lease term. The Company also leases vehicles through finance leases with varying terms which expire through fiscal year 2028, and the Company leases certain office equipment under various agreements classified as finance leases.

As of December 31, 2024, there are no significant rights or obligations with respect to leases which have been signed but have not yet commenced.

Components of lease expense are as follows for the years ended December 31, 2024 and 2023:

	2024	2023
Finance lease cost		
Amortization of right-of-use assets	$ 3,338,860	$ 2,184,992
Interest expense on lease liabilities	556,355	379,095
Operating lease cost	5,989,929	5,366,505
Short-term lease cost	1,151,651	1,074,513
Total lease cost	$ 11,036,795	$ 9,005,105
Other Information		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from finance leases	$ 556,355	$ 379,095
Operating cash flows from operating leases	5,854,920	4,970,935
Financing cash flows from finance leases	3,150,117	2,049,910
ROU assets obtained in exchange for new finance lease liabilities	$ 3,334,068	$ 4,912,371
ROU assets obtained in exchange for new operating lease liabilities	$ 8,818,293	$ 6,443,387
Weighted-average remaining lease term – finance leases	2.50 years	3.14 years
Weighted-average remaining lease term – operating leases	5.45 years	5.50 years
Weighted-average discount rate – finance leases	5.56%	5.25%
Weighted-average discount rate – operating leases	3.23%	2.64%

Future minimum lease payments are as follows:

Years ending December 31,	Operating Leases	Finance Leases	Totals
2025	$ 5,695,497	$ 3,854,273	$ 9,549,770
2026	5,016,652	3,353,892	8,370,544
2027	4,080,218	1,687,522	5,767,740
2028	3,050,724	314,695	3,365,419
2029	2,029,757	39,762	2,069,519
Thereafter	4,849,672	-	4,849,672
Total future minimum lease payments	24,722,520	9,250,144	33,972,664
Less interest	(2,114,169)	(763,355)	(2,877,524)
Total lease liabilities	$ 22,608,351	$ 8,486,789	$ 31,095,140

7. CONTRACT REVENUES

The Company provides a wide range of services that can be grouped into four segments: Transportation, Energy, Program Management, and Other.

Transportation consists of the design of highways, bridges, port improvements, airports, and site development. It also consists of construction examination and inspection, bridge inspection, survey and mapping, as well as other reports. Clients include state governments, municipalities, federal government, private clients, and other design professionals.

Energy consists of real estate services, right-of-way acquisition services, survey and mapping, and other civil engineering services for clients in the energy sector.

Program Management services include acting as the owner's representative for building projects intended for educational, commercial, industrial, and military use. The Company also performs owner's representative services for Transportation and Energy clients; however, those services are not currently accounted for in this business segment.

Other services include environmental services, utility services, and disaster recovery services. Environmental services include environmental impact studies, environmental permit applications, landfill-related services, and discharge permits. Utility services include the design of stormwater drainage systems, wastewater treatment facilities, sewer systems, water systems, and water treatment facilities. It also includes water and wastewater reporting. Disaster recovery services include debris monitoring and other services performed in response to natural disasters.

Revenues by business segment for the years ended December 31, 2024 and 2023, are as follows:

	2024	2023
Transportation	$ 234,440,701	$ 192,237,065
Energy	36,345,495	31,083,940
Program management	24,208,101	21,863,863
Other	29,888,681	17,116,235
Total contract revenues	$ 324,882,978	$ 262,301,103

Various economic factors affect revenues and cash flows. Services are provided to a wide range of clients in both the public and private sectors and are spread throughout a wide geographic footprint. Payments are generally collected within 75 days. Transportation and Energy customers have the ability to arrange their own third-party financing, and revenue and cash flows are generally concurrent.

Revenues by contract type for the years ended December 31, 2024 and 2023, are as follows:

	2024	2023
Fixed bill rate	$ 143,953,827	$ 132,773,442
Lump sum	102,636,066	48,272,772
Cost plus provisional overhead	36,770,144	32,651,724
Cost plus	36,641,869	42,695,119
Percent construction	4,881,072	5,908,046
Total contract revenues	$ 324,882,978	$ 262,301,103

8. COMMITMENTS AND CONTINGENCIES

During the normal course of business, the Company is subject to various lawsuits and claims. In the opinion of management, all such matters are adequately covered by insurance or, if not so covered, are without merit or are of such kind or involve such amounts as they would not have a significant effect on the financial position or results of operations of the Company if such lawsuits and claims were to produce unfavorable results.

The Company participates in a partially self-insured health and dental insurance program whereby the Company pays 100% of claims plus an administrative fee to the insurance carrier on a monthly basis. The program carries individual and aggregate stop-loss insurance to prevent catastrophic losses. The individual stop-loss coverage pays for losses over $100,000 per individual, per year. Total payments for the program were $9,683,223 and $9,336,172 for the years ended December 31, 2024 and 2023, respectively, and the Company has accrued $669,600 and $523,500 at December 31, 2024 and 2023, respectively, for estimated outstanding claims.

9. 401(k) RETIREMENT SAVINGS PLAN

The Company sponsors a voluntary 401(k) retirement savings plan (Plan). The Plan covers substantially all full-time employees. Participants' contributions, up to 5% of their salary, are matched 50% by the Company. Participants must be employed as of the last day of the Plan year to qualify for a Company contribution. For the years ended December 31, 2024 and 2023, the Company made contributions to the Plan totaling $2,517,046 and $2,211,270, respectively.

10. EMPLOYEE STOCK OWNERSHIP PLAN

On December 31, 1975, the Board of Directors of the Parent approved the adoption of an employee stock ownership plan (ESOP) and entered into the David Volkert & Associates, Inc. and Subsidiaries Employee Stock Ownership Trust agreement with Regions Bank as trustee.

The ESOP covers substantially all employees of the Company and is a stock bonus plan under which the Parent may contribute stock of the Parent or cash. Contributions are made at the discretion of the Board of Directors of the Parent. There is no past service liability created by the ESOP, and no provision is made for employee contributions.

Under the provisions of the ESOP, participants receiving distributions of Parent company stock upon retirement must offer to sell the shares to the Parent at the appraised minority value. The Parent repurchased 6,349 and 6,105 shares for $18,420,981 and $14,108,754 during the years ended December 31, 2024 and 2023, respectively.

Compensation expense of $4,500,000 for the year ended December 31, 2024, consists of a cash contribution to the ESOP ($1,141,484) and a contribution of 812 shares to the ESOP ($3,358,516). Compensation expense of $3,500,000 for the year ended December 31, 2023, consists of a cash contribution ($100,000) and a contribution of 1,172 shares to the ESOP ($3,400,000). All contributed cash and shares are allocated to participants in the year the contribution is made.

11. MANAGEMENT EQUITY INCENTIVE PLAN

During 1999, the Parent adopted a Management Equity Incentive Plan whereby phantom shares are awarded to key management employees of the Company. The cumulative outstanding number of shares, which may be awarded under this plan, cannot exceed 50,000. Annually, the compensation committee of the Board of Directors of the Parent determines the number of phantom shares to be granted to certain employees. The participants, as owners of phantom shares, do not have the rights of holders of common shares, including not having the right to receive dividends paid on common shares or common shares with voting rights. Each phantom share is equivalent in value to one share of common stock, as determined annually by an independent appraisal. Upon redemption, phantom shares are repurchased by the Parent in installments as specified in the plan.

During the years ended December 31, 2024 and 2023, 914 and 1,018 shares were awarded at a cost (net of forfeitures and reinstatements) of $2,355,974 and $2,316,720, respectively, based upon the appraised minority value of the Parent's common stock. Additional expense of $12,719,746 and

$6,649,906 was recorded for the years ended December 31, 2024 and 2023, respectively, to reflect the increase in market value of phantom shares issued. Costs associated with the Management Equity Incentive Plan are charged to compensation expense. As of December 31, 2024 and 2023, there were 9,042 and 9,699 shares, respectively, awarded and outstanding.

12. SIGNIFICANT CONCENTRATIONS

The Company receives a significant portion of its revenues from contracts with various federal, state and local government entities. For the years ended December 31, 2024 and 2023, respectively, 25% and 22% of net contract revenues were derived from the Company's top three customers.

Concentrations of credit risk with respect to trade accounts receivable are limited due to the large number of clients comprising the Company's client base and their dispersion across different industries and geographic areas. As of December 31, 2024, there was one client that accounted for 14% of the total trade receivables. There were no trade receivable concentrations as of December 31, 2023.

13. RELATED PARTY TRANSACTIONS

During the years ended December 31, 2024 and 2023, the Company recognized administration fee income from the Parent of $475,335 and $430,080, respectively, and incurred interest expense on the line of credit of $338,603 and $80,180, respectively.

14. RECLASSIFICATIONS

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year consolidated financial statements. Such reclassifications had no effect on previously reported net income or stockholder's equity.

SUPPLEMENTARY INFORMATION

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED SCHEDULES OF OVERHEAD COSTS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
OVERHEAD LABOR		
Indirect labor	$ 35,036,584	$ 32,629,444
Management equity incentive bonus expense	15,075,720	8,966,626
Vacations, holiday, and sick leave	11,631,849	10,238,855
TOTAL OVERHEAD LABOR	$ 61,744,153	$ 51,834,925
EMPLOYEE BENEFITS		
Payroll taxes	$ 9,963,677	$ 8,504,716
Insurance – health, life, wellness, and disability	8,540,238	6,490,968
ESOP contribution and administrative fees	4,648,412	3,710,790
401(k) contributions	2,517,046	2,211,270
Workers' compensation insurance	240,293	274,412
TOTAL EMPLOYEE BENEFITS	$ 25,909,666	$ 21,192,156
OTHER OVERHEAD		
Amortization of goodwill and intangible assets	$ 1,044,624	$ 1,266,791
Automobile – depreciation, amortization, fuel, maintenance, and insurance	8,853,205	7,077,991
Credit losses	564,430	492,627
Computer – depreciation, supplies, maintenance and software	9,157,631	7,162,827
Contributions – political and civic	490,317	277,156
Copier, printing, and office supplies	1,646,302	1,408,052
Depreciation and amortization – equipment and furniture	1,219,483	1,118,367
Dues and subscriptions	678,876	564,166
Employee morale, training, and education	1,003,522	861,583
Insurance – E&O and remediation	2,152,019	1,810,585
Insurance – general and property	1,940,083	1,659,529
Marketing costs – ads, supplies, meals, and travel	1,706,778	1,539,572
Office rent, maintenance, and utilities	7,337,362	6,643,080
Professional fees – legal, audit, and appraisal	1,747,357	1,407,281
Property taxes and business and professional licenses	510,654	511,824
Recruiting, relocating, and temporary labor	373,469	263,567
Telephone and cell phones	1,119,652	1,045,262
Travel and meals	4,882,569	3,935,455
TOTAL OTHER OVERHEAD	$ 46,428,333	$ 39,045,715

See independent auditors' report.

VOLKERT, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

DECEMBER 31, 2023 AND 2022

Warren Averett
CPAs AND ADVISORS
www.warrenaverett.com

The report accompanying this deliverable was issued by Warren Averett, LLC.

VOLKERT, INC. AND SUBSIDIARY
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DECEMBER 31, 2023 AND 2022

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
Volkert, Inc. and Subsidiary

Opinion

We have audited the accompanying consolidated financial statements of Volkert, Inc. (a corporation) (a wholly owned subsidiary of David Volkert & Associates, Inc.) and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Volkert, Inc. and Subsidiary (Company) as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of overhead costs for the years ended December 31, 2023 and 2022, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Warren Averett, LLC

Mobile, Alabama
July 3, 2024

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	$ 12,872,499	$ 8,796,087
Accounts receivable – trade, net of allowance for credit losses of $870,430 and $790,337, respectively	31,400,603	23,896,446
Unbilled contract receivables	29,609,131	25,938,185
Contract assets	1,188,921	521,778
Prepaid expenses	7,450,196	3,220,262
Accounts receivable – other	534,750	578,477
Line of credit – parent company	-	93,906
Total current assets	83,056,100	63,045,141
PROPERTY AND EQUIPMENT, NET	16,508,714	14,658,803
OTHER ASSETS		
Operating lease right-of-use assets, net	17,661,504	16,311,420
Goodwill, net of accumulated amortization of $3,180,759 and $2,347,135, respectively	5,212,621	6,046,245
Intangible assets, net of accumulated amortization of $1,022,000 and $588,833, respectively	311,000	744,167
Other assets	461,262	356,460
Total other assets	23,646,387	23,458,292
TOTAL ASSETS	$ 123,211,201	$ 101,162,236

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

LIABILITIES AND STOCKHOLDER'S EQUITY

	2023	2022
CURRENT LIABILITIES		
Accounts payable – trade	$ 11,228,334	$ 9,107,151
Accrued salaries and other compensation	8,060,185	6,160,352
Accrued paid time off	5,212,369	4,593,744
Line of credit – parent company	4,246,618	-
Other accrued expenses	2,615,669	2,332,567
Contract liabilities	7,679,803	2,803,870
Current portion of finance lease obligations	2,657,399	1,475,037
Current portion of operating lease liabilities	4,520,432	4,148,998
Current maturities of note payable	859,944	797,188
Total current liabilities	47,080,753	31,418,907
LONG-TERM LIABILITIES		
Finance lease liabilities, net of current portion	5,831,425	4,048,273
Operating lease liabilities, net of current portion	14,365,881	12,991,753
Note payable, net of current maturities	1,885,349	2,745,293
Total long-term liabilities	22,082,655	19,785,319
TOTAL LIABILITIES	69,163,408	51,204,226
STOCKHOLDER'S EQUITY		
Common stock, $1.00 par value, 2,250 shares authorized, issued, and outstanding	2,250	2,250
Paid-in capital	7,926,000	7,926,000
Retained earnings	46,119,543	42,029,760
Total stockholder's equity	54,047,793	49,958,010
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 123,211,201	$ 101,162,236

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
REVENUE		
Contract revenues	$ 262,301,103	$ 233,323,867
Subconsultant costs	(48,768,813)	(39,538,711)
Direct reimbursable costs	(10,700,726)	(11,827,923)
Net contract revenues	202,831,564	181,957,233
OPERATING COSTS		
Direct job costs – labor	73,889,955	65,576,024
Overhead labor	51,834,925	44,689,777
Employee benefits	21,192,156	20,034,115
Other overhead	39,045,715	35,216,663
Net operating costs	185,962,751	165,516,579
GAIN ON DISPOSITION OF PROPERTY AND EQUIPMENT	588,462	1,024,615
INCOME FROM OPERATIONS	17,457,275	17,465,269
OTHER INCOME (EXPENSE)		
Interest income	152,457	38,505
Administrative fees from parent company	430,080	360,580
Interest expense	(719,042)	(535,192)
State franchise and privilege tax expense	(273,647)	(238,109)
U.S. territory income tax expense	-	(97,535)
Miscellaneous income	42,660	20,979
Net other expense	(367,492)	(450,772)
NET INCOME	$ 17,089,783	$ 17,014,497

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	Common Stock	Paid-in Capital	Retained Earnings	Total
Balance at December 31, 2021	$ 2,250	$ 7,926,000	$ 35,015,263	$ 42,943,513
Dividends	-	-	(10,000,000)	(10,000,000)
Net income	-	-	17,014,497	17,014,497
Balance at December 31, 2022	2,250	7,926,000	42,029,760	49,958,010
Dividends	-	-	(13,000,000)	(13,000,000)
Net income	-	-	17,089,783	17,089,783
Balance at December 31, 2023	$ 2,250	$ 7,926,000	$ 46,119,543	$ 54,047,793

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 17,089,783	$ 17,014,497
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	5,447,106	4,451,417
Amortization of goodwill and intangible assets	1,266,791	1,425,671
Credit losses (recoveries)	492,627	(377,897)
Gain on disposition of property and equipment	(588,462)	(1,024,615)
Noncash lease expense	395,478	46,549
Management equity incentive bonus expense to be satisfied with phantom stock of David Volkert & Associates, Inc.	8,966,626	4,736,116
ESOP compensation expense	3,500,000	3,000,000
Changes in assets and liabilities:		
Accounts receivable – trade and other	(7,953,057)	13,253,585
Unbilled contract receivables and contract assets	(4,338,089)	(14,218,578)
Prepaid expenses and other assets	(4,334,736)	(294,074)
Accounts payable – trade	2,121,183	(894,484)
Accrued salaries and other compensation	1,899,833	23,736
Accrued paid time off	618,625	(291,476)
Other accrued expenses	283,102	(276,714)
Contract liabilities	4,875,933	(1,370,270)
Net cash provided by operating activities	29,742,743	25,203,463
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(2,955,596)	(3,428,420)
Proceeds from sale of property and equipment	1,262,465	1,957,677
Acquisitions of businesses and business assets	-	(33,000)
Net cash used in investing activities	$ (1,693,131)	$ (1,503,743)

See notes to the consolidated financial statements.

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments under line of credit – parent company, net	$ (7,509,816)	$ (10,091,236)
Payment of obligations of the parent company	(616,286)	(82,166)
Repayment of note payable	(797,188)	(1,456,685)
Principal payments on finance lease liabilities	(2,049,910)	(842,063)
Dividends paid	(13,000,000)	(10,000,000)
Net cash used in financing activities	(23,973,200)	(22,472,150)
NET INCREASE IN CASH AND CASH EQUIVALENTS	4,076,412	1,227,570
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	8,796,087	7,568,517
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 12,872,499	$ 8,796,087
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 635,024	$ 368,849

NONCASH OPERATING AND FINANCING ACTIVITIES

Right-of-use assets obtained in exchange for operating lease liabilities and finance lease liabilities were $6,443,387 and $4,912,371, respectively, during the year ended December 31, 2023, and were $7,385,625 and $5,727,149, respectively, during the year ended December 31, 2022.

The management equity incentive bonus expense of $8,966,626 and $4,736,116, and ESOP compensation expense of $3,500,000 and $3,000,000, shown in the operating activities section for the years ended December 31, 2023 and 2022, respectively, relate to stock of the parent company as well as the ESOP. These expenses are charged as noncash increases to the line of credit – parent company.

The Company acquired a business, which was partially seller financed through the issuance of a $7,458,835 note payable during the year ended December 31, 2021. During the year ended December 31, 2022, the amount of the note was decreased by $800,000 in connection with a measurement period adjustment.

See notes to the consolidated financial statements.

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Volkert, Inc. (Volkert) performs engineering, environmental, program management, and construction services throughout the United States. Headquartered in Mobile, Alabama, Volkert has offices throughout the Southeast, Atlantic, and Central regions of the United States. Volkert is principally engaged in the design of highways, bridges, port improvements, airports, utilities, site development, construction services, environmental services, energy services, and buildings for educational, commercial, industrial, and military use. Work is performed under various fee arrangements, including cost plus fee contracts, fixed price contracts, and fixed hourly fee contracts. See further discussion of business segments and contracts in Note 6.

Volkert is a wholly owned subsidiary of David Volkert & Associates, Inc. (a Delaware corporation) (Parent). Separate consolidated financial statements have been issued for David Volkert & Associates, Inc. and Subsidiary.

In March 2019, Volkert formed a wholly owned subsidiary, Volkert Michigan, Inc. (Michigan), which is responsible for bidding on specific jobs in the state of Michigan.

Principles of Consolidation

The consolidated financial statements include the accounts of Volkert and its wholly owned subsidiary, Michigan (collectively the Company). All significant intercompany accounts and transactions have been eliminated in consolidation.

Recently Adopted Accounting Pronouncements

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, (also referred to as current expected credit losses, or "CECL"), using the modified retrospective transition method. This ASU amends the impairment model to utilize an expected loss methodology in place of the incurred loss methodology for financial instruments, including trade receivables and off-balance sheet credit exposures. The amendment requires entities to consider a broader range of information to estimate expected credit losses, which may result in earlier recognition of losses. Adoption did not significantly impact the consolidated financial statements.

Effective January 1, 2022, the Company adopted the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases, (Topic 842)*, which amends both lessor and lessee accounting with the most significant change being the requirement for lessees to recognize right-of-use (ROU) assets and lease liabilities on the balance sheet for operating leases. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the Company to carry forward the historical lease classification.

The Company adopted ASC Topic 842 using the transition alternative provided by ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*. Under this method, comparative prior period balances have not been remeasured using the new lease guidance.

Cash and Cash Equivalents
The Company considers all highly liquid debt instruments with an original maturity of three months or less to be cash equivalents.

Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments and trade accounts receivable.

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits of $250,000. The Company has not experienced any losses in such accounts. Management believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company also maintains cash at brokerage houses, which insure deposits through the Securities Investor Protection Corporation (SIPC) up to $500,000, and other insurance carriers for additional coverage in excess of SIPC.

Accounts Receivable
Accounts receivable arise in the ordinary course of business. The Company recognizes an allowance for credit losses based on historical experience, any known trends or uncertainties related to customer billing and account collectability, current economic conditions, customer credit history, and reasonable and supportable economic forecasts. This allowance is deducted from the accounts receivable balance to properly reflect the net realizable value. Accounts receivable are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received. Credit losses (recoveries) were $492,627 and $(377,897) for the years ended December 31, 2023 and 2022, respectively.

Property and Equipment
Property and equipment is stated at cost, net of accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the useful lives of assets, which range from three to ten years. Assets held under capital leases are amortized over their expected useful lives on the same basis as owned assets or, where shorter, the term of the relevant lease. Costs for maintenance and repairs are expensed when incurred; betterments and improvements, which materially prolong the lives of assets, are capitalized. The costs of assets sold or otherwise disposed of, and the related accumulated depreciation and amortization are removed from the accounts, and the gain or loss on such disposition is included in income.

Goodwill
Goodwill represents the excess of purchase price over the fair value of identifiable net assets obtained through acquisitions. Effective January 1, 2014, the Company adopted the accounting alternative offered to nonpublic entities for the subsequent measurement of goodwill. In accordance with this alternative, the Company amortizes goodwill over 10 years on the straight-line basis and only evaluates goodwill for impairment at the entity level when a triggering event occurs. Amortization expense related to goodwill was $833,624 and $869,338 for the years ended December 31, 2023 and 2022, respectively.

Intangible Assets
Intangible assets include customer contracts and non-compete and non-solicit agreements that are acquired in business combinations and have finite useful lives. Intangible assets are measured at cost less accumulated amortization and are reviewed annually for impairment or when events or circumstances indicate their carrying amount may not be recoverable. Amortization is computed using the straight-line method over the useful lives of the assets. Amortization expense related to intangible assets was $433,167 and $556,333 for the years ended December 31, 2023 and 2022, respectively. Estimated amortization expense for 2024 is $311,000, at which point intangible assets will be fully amortized.

Revenue Recognition
The Company recognizes revenues in accordance with the ASC Topic 606, *Revenue from Contracts with Customers*. As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract, and recognizes revenues as the Company satisfies each performance obligation.

The Company's contracts contain one of the following pricing provisions:

Fixed Bill Rate: Fee is based on an agreed upon price per unit. Total payment is determined by the number of units delivered.

Lump Sum: Fee is specified in the original contract. Contracts may be subject to price adjustments if the scope of the project changes or unforeseen conditions arise.

Cost Plus Provisional Overhead: Fee is determined based on estimated project-direct costs plus overhead and profit. Overhead and profit are determined in the contract. Overhead is adjusted annually for multi-year contracts.

Cost Plus: Fee is determined based on estimated project direct costs plus overhead and profit. Overhead and profit are determined in the contract and fixed throughout the life of the contract.

Percent Construction: Fee is determined based on a negotiated percentage of total actual construction cost.

Revenue is recognized over time because of the continuous transfer of control to the customer. Revenue on fixed price contracts is recognized on the percentage-of-completion method based generally on the ratio of direct cost incurred-to-date to estimated total direct cost at completion. The Company uses the percentage-of-completion method to better match the level of work performed at a certain point in time in relation to the effort that will be required to complete a project. Revenue on fixed bill rate contracts is recognized as the work is performed in accordance with the specific rates and terms of the contract.

Changes to total estimated contract costs or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer.

Due to the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Unbilled Contract Receivables
Unbilled contract receivables represent an unconditional right to payment subject only to the passage of time and are estimated by multiplying unbilled direct labor costs as of year-end by the year-to-date revenue multiplier. Amounts are reclassified to trade accounts receivable when they are billed under the terms of the contract.

Contract Assets
Contract assets represent unbilled amounts, where the right to payment is subject to more than merely the passage of time and includes performance-based incentives and services provided ahead of agreed-upon contractual milestones. Contract assets from fixed price contracts with billing milestones are calculated based on percentage-of-completion. Contract assets are transferred to unbilled contract receivables, when the right to consideration becomes unconditional.

Contract Liabilities
Contract liabilities represent amounts billed to clients in excess of revenue recognized to date.

Leases
The Company recognizes leases in accordance with ASC Topic 842, *Leases*, and the related amendments. Leases are classified as either financing or operating, and an ROU asset and liability are established for leases with an initial term greater than 12 months. Leases with an initial term of 12 months or less, and not expected to renew beyond 12 months, are not recorded on the consolidated balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of the lease payments over the lease term, as adjusted for prepayments, incentives, and initial direct costs. The Company has elected the practical expedient available to private companies of using a risk-free rate as the discount rate for measuring lease liabilities. Some of the Company's leases include options to extend the lease term, which is included in measuring the lease when it is reasonably certain that the Company will exercise that option. The depreciable lives of assets are limited by the expected lease term unless there is a transfer of title or purchase option reasonably certain of exercise. Financing lease ROU assets are included in "property and equipment" on the consolidated balance sheets. Amortization expense on assets acquired under financing leases is included in "other overhead" on the accompanying consolidated statements of income. Operating lease expense is included in "other overhead" on the consolidated statements of income.

Advertising
Advertising costs are expensed as incurred. Advertising expense was $564,558 and $523,158 for the years ended December 31, 2023 and 2022, respectively.

Income Taxes
The Company, with the consent of its stockholder, has elected S Corporation status effective January 1, 1999. Earnings and losses after that date are includable in the income tax return of the stockholder. Accordingly, no provision or liability for federal or state income taxes has been included in the accompanying consolidated financial statements. The Company is included within the consolidated federal income tax return filed by its Parent. The Company files separate state tax returns, as applicable.

The Company adheres to the provisions of ASC Topic 740, *Income Taxes*, relating to the uncertainty in income taxes. This guidance requires entities to assess their uncertain tax positions for the likelihood that they would be overturned upon Internal Revenue Service (IRS) examination or upon examination by state taxing authorities. In accordance with this guidance, the Company has determined that it does not have any positions at December 31, 2023, that it would be unable to substantiate. The Company has filed tax returns for all years through December 31, 2022. Years ended December 31, 2020, and subsequent remain subject to audit by taxing authorities.

Use of Estimates
The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events
The Company has evaluated subsequent events through July 3, 2024, which is the date the consolidated financial statements were available to be issued.

2. UNBILLED CONTRACT RECEIVABLES, CONTRACT ASSETS, AND CONTRACT LIABILITIES

These amounts are included in the accompanying consolidated balance sheets under the following as of December 31, 2023 and 2022:

	December 31, 2023	December 31, 2022	January 1, 2022
Unbilled contract receivables	$ 26,609,131	$ 25,938,185	$ 11,677,846
Contract assets	1,188,921	521,778	563,539
Contract liabilities	(7,679,803)	(2,803,870)	(4,174,140)
	$ 20,118,249	$ 23,656,093	$ 8,067,245

3. PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of December 31, 2023 and 2022:

	2023	2022
Land	$ 21,495	$ -
Building and building improvements	67,685	-
Leasehold improvements	737,253	682,318
Transportation equipment	11,603,659	14,323,209
Computer equipment	9,187,932	8,481,666
Survey and inspection equipment	3,815,711	3,474,358
Finance lease ROU assets	11,599,262	6,816,174
Furniture, fixtures, and office equipment	2,797,099	2,545,582
	39,830,096	36,323,307
Less accumulated depreciation and amortization	(23,321,382)	(21,664,504)
Property and equipment, net	$ 16,508,714	$ 14,658,803

Depreciation and amortization expense was $5,447,106 and $4,451,417 for the years ended December 31, 2023 and 2022, respectively.

4. LINES OF CREDIT

In June 2022, the Company established a revolving line of credit with Regions Bank with a maximum available credit limit of $20,000,000. As of December 31, 2023 and 2022, there was no balance on the line of credit. The line of credit incurs interest monthly at a variable rate of one-month Bloomberg Short Term Bank Yield (BSBY) Index plus 2.15%, and the line of credit matures August 2024. The line of credit is secured by the Company's accounts receivable.

The Company has established an unsecured line of credit with First Horizon Bank with total available credit of $3,000,000. As of December 31, 2023 and 2022, there was no balance on the line of credit. The line of credit incurs interest monthly at a variable rate of one-month Secured Overnight Financing Rate (SOFR) plus 2.37% (3.00% floor). The line is subject to renewal in October 2024.

The Company has established an unsecured line of credit with its Parent. The aggregate total of available credit is $15,000,000. As of December 31, 2023 and 2022, the balance on the line of credit was $4,246,618 and $0 respectively, with interest payable monthly based on the Wall Street Journal prime rate on December 31 of the prior year (7.50% and 3.25% for the years ended December 31, 2023 and 2022, respectively). The principal balance is due on demand.

5. NOTE PAYABLE

The Company has a promissory note payable issued as consideration for a previous business acquisition. The note bears interest at 5.00% and is collateralized by certain assets and liabilities obtained through the acquisition. Principal and interest payments are due annually through maturity in January 2026. The outstanding principal was $2,745,293 and $3,542,481 as of December 31, 2023 and 2022, respectively.

Annual maturities of the note payable are as follows:

Years ending December 31,	
2024	$ 859,944
2025	914,173
2026	971,176
	$ 2,745,293

6. LEASES

The Company has operating leases for office space throughout the states in which it operates, with remaining lease terms ranging from one to ten years. Many of the leases include one or more options to extend the lease term from one to five years that may be exercised at the Company's sole discretion. Rental payments are generally subject to scheduled periodic increases throughout the lease term. The Company also leases vehicles through finance leases with varying terms which expire through fiscal year 2028, and the Company leases certain office equipment under various agreements classified as finance leases.

As of December 31, 2023, there are no significant rights or obligations with respect to leases which have been signed but have not yet commenced.

Components of lease expense are as follows for the years ended December 31, 2023 and 2022:

	2023	2022
Finance lease cost		
Amortization of right-of-use assets	$ 2,184,992	$ 893,955
Interest expense on lease liabilities	379,095	157,136
Operating lease cost	5,336,505	4,573,415
Short-term lease cost	1,074,513	1,640,420
Total lease cost	$ 8,975,105	$ 7,264,926

Other Information

Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from finance leases	$ 379,095	$ 157,136
Operating cash flows from operating leases	4,970,935	4,509,596
Financing cash flows from finance leases	2,049,910	842,063
ROU assets obtained in exchange for new finance lease liabilities	$ 4,912,371	$ 5,727,149
ROU assets obtained in exchange for new operating lease liabilities	$ 6,443,387	$ 7,385,625
Weighted-average remaining lease term – finance leases	3.14 years	3.70 years
Weighted-average remaining lease term – operating leases	5.50 years	5.44 years
Weighted-average discount rate – finance leases	5.25%	4.65%
Weighted-average discount rate – operating leases	2.64%	1.73%

Future minimum lease payments are as follows:

Years ending December 31,	Operating Leases	Finance Leases	Totals
2024	$ 4,950,487	$ 3,048,320	$ 7,998,807
2025	4,278,238	3,004,226	7,282,464
2026	3,450,798	2,427,425	5,878,223
2027	2,478,548	741,572	3,220,120
2028	1,327,705	27,464	1,355,169
Thereafter	3,792,964	-	3,792,964
Total future minimum lease payments	20,278,740	9,249,007	29,527,747
Less interest	(1,392,427)	(760,183)	(2,152,610)
Total lease liabilities	$ 18,886,313	$ 8,488,824	$ 27,375,137

7. CONTRACT REVENUES

The Company provides a wide range of services that can be grouped into four segments: Transportation, Energy, Program Management, and Other.

Transportation consists of the design of highways, bridges, port improvements, airports, and site development. It also consists of construction examination and inspection, bridge inspection, survey and mapping, as well as other reports. Clients include state governments, municipalities, federal government, private clients, and other design professionals.
Energy consists of real estate services, right of way acquisition services, survey and mapping, and other civil engineering services for clients in the energy sector.

Program Management services include acting as the owner's representative for building projects intended for educational, commercial, industrial, and military use. The Company also performs owner's representative services for Transportation and Energy clients; however, those services are not currently accounted for in this business segment.

Other services include environmental services, utility services, and disaster recovery services. Environmental services include environmental impact studies, environmental permit applications, landfill-related services, and discharge permits. Utility services include the design of stormwater drainage systems, wastewater treatment facilities, sewer systems, water systems, and water treatment facilities. It also includes water and wastewater reporting. Disaster recovery services include debris monitoring and other services performed in response to natural disasters.

Revenues by business segment for the years ended December 31, 2023 and 2022, are as follows:

	2023	2022
Transportation	$192,237,065	$169,809,851
Energy	31,083,940	34,648,227
Program management	21,863,863	18,125,149
Other	17,116,235	10,740,640
Total contract revenues	$262,301,103	$233,323,867

Various economic factors affect revenues and cash flows. Services are provided to a wide range of clients in both the public and private sectors and are spread throughout a wide geographic footprint. Payments are generally collected within 75 days. Transportation and Energy customers have the ability to arrange their own third-party financing, and revenue and cash flows are generally concurrent.

Revenues by contract type for the years ended December 31, 2023 and 2022, are as follows:

	2023	2022
Fixed bill rate	$132,773,442	$122,851,967
Lump sum	48,272,772	38,601,695
Cost plus provisional overhead	32,651,724	30,357,770
Cost plus	42,695,119	33,850,531
Percent construction	5,908,046	7,661,904
Total contract revenues	$262,301,103	$233,323,867

8. COMMITMENTS AND CONTINGENCIES

During the normal course of business, the Company is subject to various lawsuits and claims. In the opinion of management, all such matters are adequately covered by insurance or, if not so covered, are without merit or are of such kind or involve such amounts as they would not have a significant effect on the financial position or results of operations of the Company if such lawsuits and claims were to produce unfavorable results.

The Company participates in a partially self-insured health and dental insurance program whereby the Company pays 100% of claims plus an administrative fee to the insurance carrier on a monthly basis. The program carries individual and aggregate stop loss insurance to prevent catastrophic losses. The individual stop-loss coverage pays for losses over $200,000 per individual, per year. Total payments for the program were $9,336,172 and $9,498,745 for the years ended December 31, 2023 and 2022, respectively, and the Company has accrued $523,500 and $473,300 at December 31, 2023 and 2022, respectively, for estimated outstanding claims.

9. 401(k) RETIREMENT SAVINGS PLAN

The Company sponsors a voluntary 401(k) retirement savings plan (Plan). The Plan covers substantially all full-time employees. Participants' contributions, up to 5% of their salary, are matched 50% by the Company. Participants must be employed as of the last day of the Plan year to qualify for a Company contribution. For the years ended December 31, 2023 and 2022, the Company made contributions to the Plan totaling $2,211,270 and $1,879,672, respectively.

10. EMPLOYEE STOCK OWNERSHIP PLAN

On December 31, 1975, the Board of Directors of the Parent approved the adoption of an employee stock ownership plan (ESOP) and entered into the David Volkert & Associates, Inc. and Subsidiaries Employee Stock Ownership Trust agreement with Regions Bank as trustee.

The ESOP covers substantially all employees of the Company and is a stock bonus plan under which the Parent may contribute stock of the Parent or cash. Contributions are made at the discretion of the Board of Directors of the Parent. There is no past service liability created by the ESOP, and no provision is made for employee contributions.

Under the provisions of the ESOP, participants receiving distributions of Parent company stock upon retirement must offer to sell the shares to the Parent at the appraised minority value. The Parent repurchased 6,105 and 7,461 shares for $14,108,754 and $15,795,113 during the years ended December 31, 2023 and 2022, respectively.

Compensation expense of $3,500,000 for the year ended December 31, 2023, consists of a cash contribution to the ESOP ($100,000) and a contribution of 1,172 shares to the ESOP ($3,400,000). Compensation expense of $3,000,000 for the year ended December 31, 2022, consists of a cash contribution ($500,000) and a contribution of 1,082 shares to the ESOP ($2,500,000). All contributed cash and shares are allocated to participants in the year the contribution is made.

11. MANAGEMENT EQUITY INCENTIVE PLAN

During 1999, the Parent adopted a Management Equity Incentive Plan whereby phantom shares are awarded to key management employees of the Company. The cumulative outstanding number of shares, which may be awarded under this plan, cannot exceed 50,000. Annually, the compensation committee of the Board of Directors of the Parent determines the number of phantom shares to be granted to certain employees. The participants, as owners of phantom shares, do not have the rights of holders of common shares, including not having the right to receive dividends paid on common shares or common shares with voting rights. Each phantom share is equivalent in value to one share of common stock, as determined annually by an independent appraisal. Upon redemption, phantom shares are repurchased by the Parent in installments as specified in the plan.

During the years ended December 31, 2023 and 2022, 1,018 and 1,225 shares were awarded at a cost (net of forfeitures and reinstatements) of $2,316,720 and $2,500,084, respectively, based upon the appraised minority value of the Parent's common stock. Additional expense of $6,649,906 and $2,236,032 was recorded for the years ended December 31, 2023 and 2022, respectively, to reflect the increase in market value of phantom shares issued. Costs associated with the Management Equity Incentive Plan are charged to compensation expense. As of December 31, 2023 and 2022, there were 9,699 and 10,259 shares, respectively, awarded and outstanding.

12. SIGNIFICANT CONCENTRATIONS

The Company receives a significant portion of its revenues from contracts with various federal, state and local government entities. For the years ended December 31, 2023 and 2022, respectively, 22% and 26% of net contract revenues were derived from the Company's top three customers.

Concentrations of credit risk with respect to trade accounts receivable are limited due to the large number of clients comprising the Company's client base and their dispersion across different industries and geographic areas. As of December 31, 2023, the Company is not aware of any significant concentrations of credit risk arising from trade accounts receivable.

13. RELATED PARTY TRANSACTIONS

During the years ended December 31, 2023 and 2022, the Company recognized administration fee income from the Parent of $430,080 and $360,580, respectively, and incurred interest expense on the line of credit of $80,180 and $68,933, respectively.

As of December 31, 2022, the Company had an amount due from the Parent in the amount of $93,906, which is included in "Line of credit – parent company" on the accompanying consolidated balance sheets. No such amount was due to the Parent as of December 31, 2023.

14. RECLASSIFICATIONS

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year consolidated financial statements. Such reclassifications had no effect on previously reported net income or stockholder's equity.

SUPPLEMENTARY INFORMATION

VOLKERT, INC. AND SUBSIDIARY
CONSOLIDATED SCHEDULES OF OVERHEAD COSTS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
OVERHEAD LABOR		
Indirect labor	$ 32,629,444	$ 30,904,955
Management equity incentive bonus expense	8,966,626	4,736,116
Vacations, holiday, and sick leave	10,238,855	9,048,706
TOTAL OVERHEAD LABOR	$ 51,834,925	$ 44,689,777
EMPLOYEE BENEFITS		
Payroll taxes	$ 8,504,716	$ 7,875,936
Insurance – health, life, wellness, and disability	6,490,968	6,825,648
ESOP contribution and administrative fees	3,710,790	3,149,185
401(k) contributions	2,211,270	1,879,672
Workers' compensation insurance	274,412	303,674
TOTAL EMPLOYEE BENEFITS	$ 21,192,156	$ 20,034,115
OTHER OVERHEAD		
Amortization of goodwill and intangible assets	$ 1,266,791	$ 1,425,671
Automobile – depreciation, amortization, fuel, maintenance, and insurance	7,077,991	6,680,555
Credit losses (recoveries)	492,627	(377,897)
Computer – depreciation, supplies, maintenance and software	7,162,827	5,991,817
Contributions – political and civic	277,156	157,099
Copier, printing, and office supplies	1,408,052	1,079,489
Depreciation and amortization – equipment and furniture	1,118,367	1,079,951
Dues and subscriptions	564,166	617,794
Employee morale, training, and education	861,583	801,667
Insurance – E&O and remediation	1,810,585	1,432,382
Insurance – general and property	1,659,529	1,131,707
Marketing costs – ads, supplies, meals, and travel	1,539,572	1,568,669
Office rent, maintenance, and utilities	6,643,080	6,371,936
Professional fees – legal, audit, and appraisal	1,407,281	2,070,908
Property taxes and business and professional licenses	511,824	461,059
Recruiting, relocating, and temporary labor	263,567	285,113
Telephone and cell phones	1,045,262	1,065,803
Travel and meals	3,935,455	3,372,940
TOTAL OTHER OVERHEAD	$ 39,045,715	$ 35,216,663

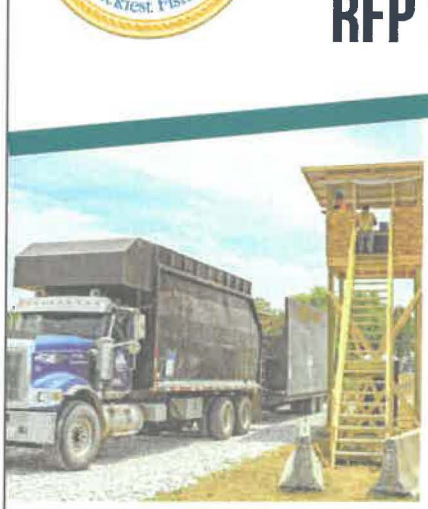
See independent auditors' report.

TITLE PAGE

TECHNICAL PROPOSAL

Disaster Debris Monitoring Services

RFP 25-11-PW









September 25, 2025

VOLKERT

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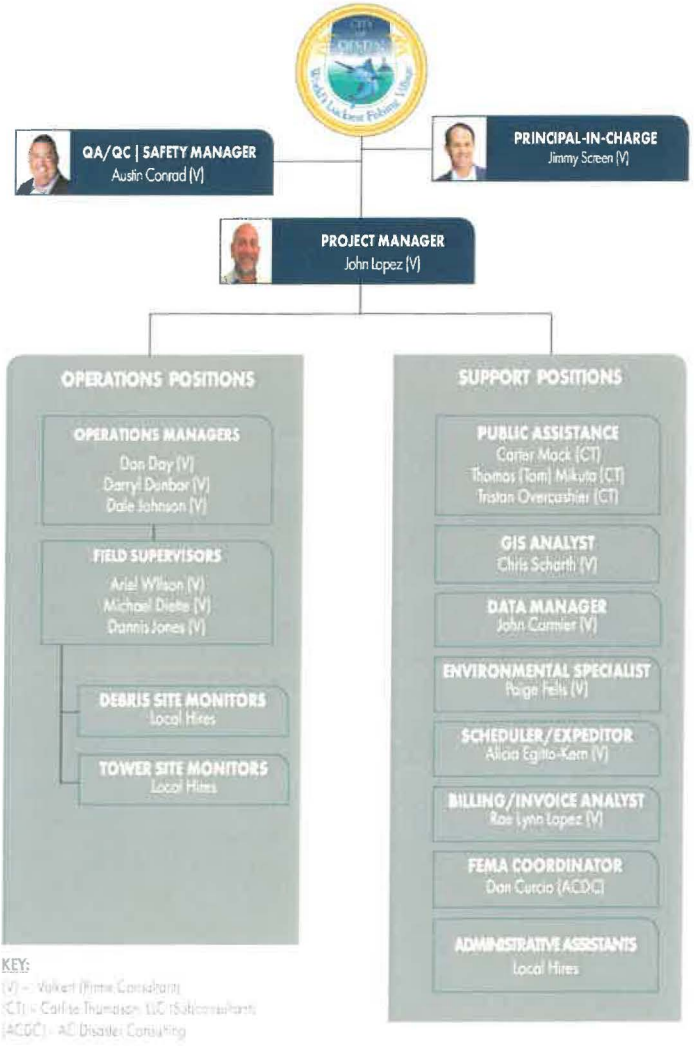
EXECUTIVE SUMMARY

Company Experience & Staff Qualifications

Volkert will lead the team as Prime Consultant. We have also selected to team with subconsultants, **AC Disaster Consulting (ACDC)** and **Carlisle Thompson, LLC (CT)** on this effort. Altogether, we are experienced providers of disaster debris monitoring, management, and recovery services, as well as grant application, administration, and management services and emergency management planning and training.

Vokert brings over **31 years** of debris monitoring experience for the cleanup, removal, reduction, and disposal of storm-related debris - including vegetative, construction and demolition, household goods, white goods, electronic waste, tires, household hazardous waste, and any other debris stream the City of Destin wishes addressed - from public rights-of-way, as well as from private property when warranted and approved.

Employing over **1,500 personnel,** Volkert can adequately staff this debris monitoring project. As seen in the organization chart at right, we will provide experienced and qualified personnel in all areas of debris monitoring and support functions as required for an efficient, smoothly run debris removal project that maximizes your reimbursement opportunity.



Customer Service & References

Volkert's operating philosophy is to serve the public, our clients, our employees, our profession, and our communities in a professional and ethical manner. While we provide exceptional disaster services to our clients, first and foremost we are an engineering company, meaning we take our obligations as professionals seriously. We continually strive to promote the highest standards of practice in our profession.

Volkert's past client references are second to none. Our work ethic speaks for itself through repeat business and satisfied clients. Feel free to contact the references listed within our proposal to learn more about our high-quality disaster services and project dedication.

Capacity & Capability

Volkert personnel have responded to hundreds of applicants/sub-recipients in declared Presidential disasters across the country and its territories. We have supported clients both through direct representation and by deploying directly through FEMA. This representation has also included being part of FEMA's cadre of trainers on debris and other disaster related topics, as well as providing training at the National Hurricane Conference on debris-related topics on numerous occasions.

Past Record of Performance

Volkert – your debris monitoring firm before, during, and after the event – is comprised of real experience throughout each leadership and management level; personnel who bring real-world expertise – and more importantly, real-world solutions – in disasters of every kind and at all levels of clients, including directly to FEMA. **Volkert professionals have deployed into more than 100 disaster declarations across 25 states and U.S. Territories and have addressed in various capacities hundreds of millions of cubic yards of debris.**

Cost

Volkert's focus is always on the community, but we realize the services we provide come at a cost. **That's why one of our most important obligations is to keep costs as low as possible while doing everything we can toward the reimbursement to the community of our costs from the available grant programs.**

DELIVERABLES, TASKS, AND ACTIVITIES

Volkert is qualified firm to provide disaster debris monitoring in accordance with all statutes and rules issued by the Federal Emergency Management Agency (FEMA). We also stand ready to provide public assistance and emergency management support services in the preparation response and recovery phases of a City disaster. Our team understands the complete scope of services will include:

Project Management/ Process Oversight

- Monitor the Debris Removal Contractors (DRC) and their progress
- Suggest/Implement Recommendations to Improve Efficiency and Speed of recovery work
- Coordinate with DRC to ensure management, organization, and recommend the routing collection
- Appoint Program Manager (PM) familiar with City's Comprehensive Emergency Management Plan (CEMP) to lead entire debris effort, deliverables, and Communication with the City

Start-Up Operations

- PM, Key Personnel, and at Least 10 Fully Trained Field Monitors to Report to City Hall within 12 Hours Post-Disaster
- Commence Work no later than After Completion of the First Push (24 hours after the disaster has passed)
- Within 7 Days of Issuance of the NTP, Deliver the Event Performance Bond to the City
- Prepare Project Worksheets, Right-of-Way Entry Forms and Other Required Forms
- PM to Assist the City in Developing a Debris Management Action Plan
- Support Other Debris Recovery Planning Efforts

Field Collection Monitoring

- Monitor All Loads for FEMA Reimbursement
- Verify the City's DRC has Established an Accurate and Complete Electronic Load Ticket Process
- Record Required FEMA Data
- Train Staff to Ensure County and FEMA Documentation
- Provide Requested Number of Quality Control Team Members
- Provide Daily Feedback to City Management
- Ensure Adequate Technology and Equipment
- Certify Debris Vehicles Prior to Performing Collection Hauling
- Verify Weight and Placard of Each Collection Truck

Load Tickets Process

- Ensure DRC has access to the Automated Load Management System for Load Ticket Processing
- DRC, vehicle driver, the subcontractor, and the Contractor to Retain Original Completed Tickets on Behalf of the City
- Turn Over Tickets Retained/Collected by the Contractor on Behalf of the County Daily

Temporary Debris Staging & Reduction

- Provide Requested Number of Staff for Each TDSR & RDDS Site
- Coordinate Site Logistics to Ensure Efficient Traffic Flow and Proper Handling of Load Tickets
- Monitor Vehicles Entering/Exiting the TDSR & RDDS Sites to Ensure Vehicle Safety and State of Repair
- Certify/Sign Vehicle Certification or Load Tickets
- Verify TDSR Sites Have Access Control/Security
- Provide RODS Site Monitoring
- Ensure Documented Deliveries
- Report Safety and Hazard Situations to the City

Emergency Management Planning & Training

- Provide City Training and Participate in City Emergency Management Training Exercises
- Provide Comprehensive Emergency Management Plans and Mitigation Programs
- Develop a Debris Management Plan
- Procure Assistance for DRCs and Other Services
- Lead Project Management and Technical Support in Developing Public Info.
- Provide City Reports and Other Data

Public Assistance Consulting Services

- Identify eligible emergency Category A-G work
- Provide a Damage Assessment Report
- Assist with Immediate Needs Funding
- Lead Prioritization of recovery workload
- Measure/Categorize Loss
- Project Worksheet Review
- FEMA, FHWA and NRCS Reimbursement Support
- Provide Staff Augmentation
- Provide Interim/Final Inspections and Project Worksheet Review
- Lead Appeal Services
- Lead Long-Term Infrastructure Planning
- Perform Final Review of Work

Additional Services

- Provide Experienced Incident Command System Staff to Assist City with Logistics, Operations, and Community Relations in an Emergency Activation

RFP EXCEPTIONS FOR CONSIDERATION

Volkert has reviewed the RFP along with the City of Destin sample contract provided by the City for review. We do not have any exceptions to propose here.



1. QUALIFICATIONS

Firm Qualifications

VOLKERT 100

Founded in New Orleans in 1925 and serving clients for a century, **Volkert, Inc. (Volkert)** is a full-service, multidisciplinary environmental (including disaster services), engineering, and construction services consulting firm committed to meeting our clients' needs. As an employee-owned company, every member has a personal stake in our success, instilling a sense of pride and responsibility in our associates.

Headquartered at 11 N. Water Street in Mobile, Alabama, 36602, our firm ranks #106 in the Top 500 Design Firms, #88 for Pure Design Firms, and #20 in the Southeast among the "Top 500 Design Firms" for 2024 as published by *Engineering News Record*. Our firm continues to rank among the top 1% of engineering firms in the nation. Throughout its accomplished history, Volkert has earned over 100 major engineering awards, as well as several inductions into the Engineering Hall of Fame.

Volkert personnel have extensive experience with debris operations dating back to when Hurricane Andrew slammed southeastern Florida in 1992. Furthermore, Volkert has participated in developing national debris management policies and implementing their practical application and understands that debris issues are varied, widespread, and costly. Our team has an urgency that requires quick decision-making to provide access to critical facilities, emergency vehicles, and rescue operations.

active throughout
THE UNITED STATES WITH
70+ OFFICES

employee-owned
WITH MORE THAN
1,500 EMPLOYEE-OWNERS

consistently ranked
AMONG THE TOP
100 U.S. ENGINEERING FIRMS

providing clients with
100 YEARS
OF ENGINEERING EXCELLENCE

Volkert's Florida locations include offices in the cities of Chipley, Gainesville, Gulf Breeze, Jacksonville, Maitland, Miami, Panama City Beach, Pensacola, Pinellas Park, Port Charlotte, Sunrise, Tallahassee, and Tampa.



Currently, almost 100 of our full-time personnel are badged by FEMA, the Department of Homeland Security (DHS) and available for deployment by FEMA. In these hundreds of instances and their associated capacities, debris is always a component of the disaster.

With over 31 years of disaster experience, Volkert provides debris monitoring services for the clean-up, removal, and disposal of debris from R/W, public property, waterways, and private property. Disaster debris monitoring is among our CORE COMPETENCIES.

Firm Qualifications (Continued)

Carlisle Thompson LLC

Carlisle Thompson, LLC (CT) is a disaster recovery grant and project management firm. With a robust team boasting over 185 years of collective disaster grant management experience, CT's focus lies in navigating the complexities of recovery, primarily through the FEMA PA Program. In addition to FEMA PA, CT specializes in managing a spectrum of grants, including the 406 & 404 Hazard Mitigation Grant Program, Fire Management Assistance Grants, Flood Mitigation Assistance Grants, NRCS-EWP, FHWA-ER, HUD CDBG-DR, and the American Rescue Plan Act.

FEMA GRANTS MANAGED:
$12.3 B

Founded in 2011 by Stephen and Connie Brice, CT emerged from a convergence of Stephen's extensive background in disaster management and Connie's 30+ years of experience in the insurance industry. The seeds were planted in the aftermath of the 2004 Florida hurricanes and grew into a woman-owned small business committed to exceeding client expectations.

CT boasts a team of 28 disaster recovery professionals, serving state emergency management operations and local communities across 10 states, including Florida. The firm's expertise in FEMA PA and disaster project management equips the CT team to efficiently plan, execute, and complete recovery projects on schedule. CT provides comprehensive grant and project management, project tracking, financial grant management, and audit support to ensure FEMA PA grant compliance.



Florida Division of Emergency Management (FDEM)

Statewide, FL

CT, management and project personnel, has extensive experience working directly on disaster recovery reimbursement at the grantee level with the Florida Division of Emergency Management (FDEM) and at the subgrantee level with the local governments for nearly 20 years. The firm is currently subcontracted to KPMG, Inc. on the FDEM disaster grant reimbursements contract for three Florida regions for Hurricanes Matthew (2016), Irma (2017), and Michael (2018).

AC DISASTER CONSULTING

AC Disaster Consulting (ACDC) is a full-spectrum emergency management firm providing planning, response, recovery, and mitigation services to the public and private sectors before, during, and after a natural disaster or catastrophic event. As a woman-owned and led firm, ACDC takes pride in its team's diverse experiences. Each member brings a unique skill set, background, and perspective, which allows the firm to create a dynamic team of experts. ACDC is a proud Small Business Administration (SBA) Woman-Owned Small Business (WOSB).

Over the past seven years, ACDC has played a pivotal role in disaster recovery services nationwide, particularly in consultancy and operational roles for FEMA PA and Hazard Mitigation projects, focused strategically across the state of Florida, including the Central Florida Region. Partnering with governmental agencies, businesses, and non-profit entities, ACDC ensures comprehensive preparedness for potential hazards, equipping organizations with essential tools and processes to minimize risk, mitigate losses, and respond effectively to emergencies while streamlining the recovery process.

With approximately 170 employees across 34+ states, and more than 50 staff located in the state of Florida, ACDC boasts a diverse portfolio of widely distributed project experience for both public and private sector clients.



2022 Hurricane Ian - FEMA PA Consulting

DeSoto County, FL

ACDC is assisting DeSoto County with FEMA Program Consulting including PA, Sheltering and Essential Power Program (STEP), HMGP, grant management, and other services and assistance. Activities include review of policy/procedure, development of project worksheets, FEMA reporting, eligibility and insurance determinations, inspections, closeout, and providing technical assistance and subject matter expertise.

Staff Qualifications

Due to this section's 12-page limit. Below we present staff qualifications for our key team members only.



John Lopez
Operations Manager

Mr. Lopez brings over **21 years** of experience directing, guiding, and reviewing all aspects of disaster recovery operations and corresponding expenses, along with providing management oversight to teams performing debris removal operations and handling emergency protective costs, pursuing FEMA Public Assistance eligibility and FHWA Emergency Repair Program benefits for clients, and performing related insurance reviews. His extensive experience includes managing operations in some of the nation's most devastating storms in the past four years in Louisiana, Alabama, and Florida. He has been responsible for staffing and training over 1,200 monitors, determining eligibility, and handling scheduling. His teams have performed over 2,000 truck certifications and managed 68 DMS locations, as well as mulching operations and final disposal.



Austin Conrad
Safety Manager

Mr. Conrad provides strategic leadership and direction for all occupational safety and health initiatives and processes. He establishes safety standards and systems, analyzes and communicates health and safety data, and is involved in all incident investigations. He brings **15 years** of experience to Volkert, having served in safety roles with several companies. He is a Certified Safety Professional, Safety Trained Supervisor in Construction, holds as Safety Certification for Transportation Project Professionals, is an OSHA 10 and 30 Instructor and CPR/First Aid/AED Instructor, and holds a certification in confined space entry and rescue.



Don Day
Operations Manager

Mr. Day has extensive experience assisting clients with the Federal Highway Administration (FHWA) Emergency Relief. He has served as Operations Manager for disaster monitoring during Hurricanes Hermine and Harvey in Corpus Christi, Texas. He also served as Project Manager for disaster monitoring for Hurricane Laura in Louisiana.



Dale Johnson
Operations Manager

Mr. Johnson brings eight years of experience working with the Public Assistance (PA) and Debris Management Programs. He also has **25 years** of construction inspection experience in Pennsylvania, working on Pennsylvania Turnpike (PA Turnpike) and Pennsylvania Department of Transportation (PennDOT) contracts.



Darryl Dunbar
Operations Manager

Mr. Dunbar has served as Project/Operations Manager to four Volkert clients over the last two hurricane seasons. For the last **13 years**, he has worked in numerous deployments resulting in disasters caused by hurricanes, tornadoes, winter ice storms, and floods. Darryl is a knowledgeable and experienced professional with the requisite personal skills – personable yet decisive. He possesses a wide range of experience, including public assistance specialist and disaster debris operations, CE&I services, and facilities maintenance.

Industry Knowledge & Expertise

Experience and Qualifications in Debris Removal Services

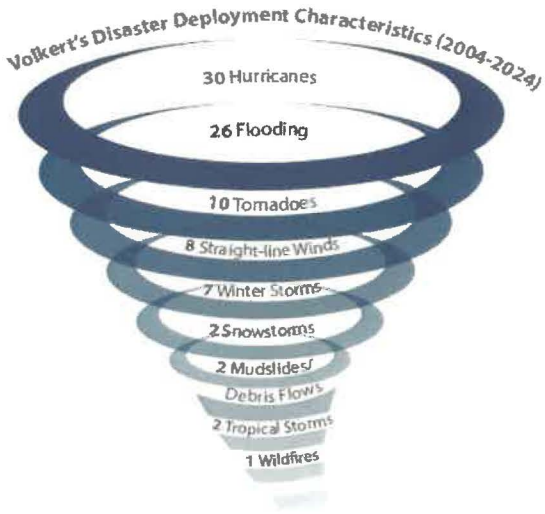
Volkert's experience is expansive and includes providing debris monitoring services to five state DOTs and two additional state environmental and natural resource agencies. With over 31 years of disaster experience, we have provided debris monitoring experience for the cleanup, removal, and disposal of debris from R/W, public property, waterways, and private property. Since the start of the 2020 hurricane season, Volkert has provided debris monitoring services to more than two dozen separate jurisdictions.

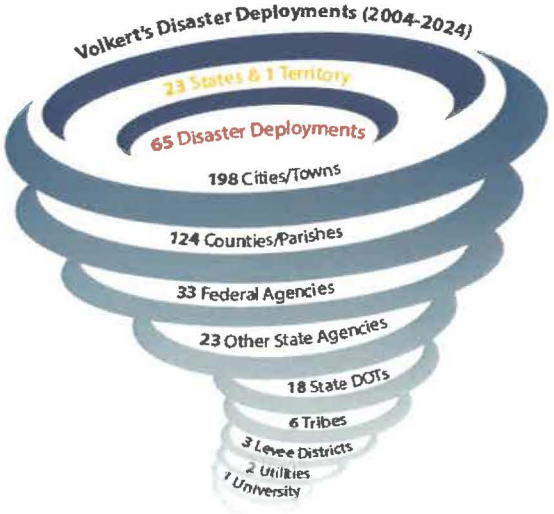
Volkert's disaster experience is drawn from all segments of the public sector – federal, state, and local – with the origin of these services tracing back to 1992 when Hurricane Andrew made landfall in Southeast Florida. More recently, we have provided debris monitoring and other debris-related services in response to disasters across the United States and the Caribbean, including every Gulf Coast state.

Volkert personnel have responded to represent hundreds of applicants/sub-recipients in declared Presidential disasters across the US and its territories. We have supported clients through direct representation and deployment directly with FEMA. Volkert is part of FEMA's cadre of trainers on debris and other disaster-related topics and provides training on debris-related topics at the National Hurricane Conference on numerous occasions.

Volkert personnel have dealt with every type of natural disaster, debris, their associated quantities, their associated contracts, and every possible issue that comes with a debris operation, and we've done it not only as a monitoring firm but at every level of the operational, eligibility determination, and review and payment process.

Due to our disaster cadre having this wide array of successful debris experience, we provide you the ability to concentrate on other urgent requirements and needs during any disaster response and recovery period, regardless of the duration, all while keeping you fully apprised of all ongoing debris operations and daily costs.





Knowledge of FEMA Reimbursement Procedures

Experience Coordinating with Federal, State, and Local Agencies



The Volkert Team's FEMA experience is second-to-none among debris monitoring firms. We have deployed and embedded our personnel directly with FEMA as part of their Public Assistance Technical Assistance Contractor Program (PA TAC) in disasters throughout the United States since 2005. Representing you as your debris monitoring provider, we will work closely with FEMA and their partner agencies (e.g., DHSEM and USACE) at your direction. We expertly maneuver FEMA Public Assistance programs and work tirelessly for our clients.

We will navigate the FEMA documentation required to support Category A debris grant reimbursement so you don't have to. For each debris haul ticket generated, every hazardous limb or tree cut, and every hazardous stump extracted, we create a written report containing the information and photographic evidence FEMA requires to conduct their review.

Experience with FEMA



FEMA's Category A Debris classification does not offer a universal solution for all types of damage. Volkert has been a direct representative for FEMA in disaster deployments nationwide, encompassing diverse debris scenarios. This extensive experience has positioned Volkert to navigate the complexities of different damage categories effectively. While it holds true that a significant portion of debris-related operations fall within FEMA's Category A for reimbursement considerations, the nuanced variations among debris operations often present challenges in funding allocation. Volkert's experience with FEMA funding issues, especially with regard to debris, is extensive, comprehensive, and unique. We have not only successfully represented our clients in prior debris monitoring operations, but our personnel have also deployed to declared disasters to directly represent and assist FEMA in the capacities of Public Assistance Coordinator (PAC), Project Officer/Specialist, Debris Specialist, Program Delivery Manager (PDMG), Task Force Lead (TFL), QA/QC Reviewer, Policy Advisor, Building Assessment Team Member, and other roles.

The debris funding issues occur during typical R/W debris operations most often caused by inadequately trained monitors and the issues are also the result of less frequently occuring, but equally critical, special debris programs, such as the following:

- Hazardous stumps (within the public R/W)
- Hazardous trees (leaning and damaged trees that threaten public R/W)
- Hazardous limbs (broken and hanging limbs that threaten public R/W)
- Private property debris removal (PPDR) (requiring right-of-entry, hold harmless, and duplication of benefits forms from property owners)
- Private property demolition (requiring property folders and detailed insurance scrutiny)
- Waterways clean-up (may fall under Natural Resources Conservation Service (NRCS) jurisdiction)
- Hand- or non-mechanically loading trucks/trailers (automatic 50% reduction call)
- Sand recovery and beach remediation
- Vessel/vehicle recovery
- Handling of hazardous/contaminated debris streams (asbestos/other hazardous waste, household hazardous waste, white goods, electronic waste, and animal carcasses/putrescent debris)

At Volkert we develop and refine our reports based on the comments and guidance received directly from FEMA and state emergency management offices. WE KNOW WHAT THEY EXPECT.

Representation of Local Governments through Funding and Reimbursement

Shown below is Volkert's disaster funding and reimbursement process experience over the last 10 years.

Disaster	Agency Represented	Grant and Funding Sources Involved
Hurricane Helene, DR-4828-FL	State (TEMA & DOT)	FEMA PA, State/Local Funds
Hurricane Idalia, DR-4734-FL	State (DOT)	FEMA
Hurricane Ian, DR-4673-FL	State (DOT)	FEMA
Hurricane Ida, DR-4611-DR-LA	Local (Cities, Parishes)	FEMA PA, State/Local Funds
Hurricane Zeta, DR-4576-MS	Local (County)	MEMA, FEMA PA, State/Local Funds
Hurricane Zeta, DR-4573-AL	State (DOT)	FEMA PA, State/Local Funds
Hurricane Sally, DR-4563-AL	Local (Towns)	FEMA PA, State/Local Funds
Hurricane Laura, DR-4559-LA	Local (Parishes)	FEMA PA, State/Local Funds
Hurricane Michael, DR-4399-FL	Federal (FEMA), Local (County)	FEMA PA, HMGP, State/Local Funds
Hurricane Maria, DR-4339-PR	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Hurricane Irma, DR-4337-FL	Federal (FEMA), Local (Cities)	FEMA PA, HMGP, State/Local Funds
Hurricane Irma, DR-4336-PR	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Hurricane Harvey, DR-4332-TX	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Hurricane Matthew, DR-4283-FL	State (FDEP)	FEMA PA, NRCS, State Funds
Severe Flooding, DR-4263-LA	Local (Parish)	FEMA PA, HMGP, State/Local Funds
Severe Flooding, DR-4176-AL	State (ADCNR)	FEMA PA, State Funds
Winter Storm, DR-4166-SC	State (SCDOT)	FEMA PA, State Funds
Severe Flooding, DR-4145-CO	Local (County)	FEMA PA, FHWA ER, NRCS, State/Local Funds
Hurricane Sandy, DR-4089-RI	Local (Town)	FEMA PA, FHWA ER, State/Local Funds
Superstorm Sandy, DR-4086-NJ	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Superstorm Sandy, DR-4085-NY	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Tropical Storm Irene, DR-4027-RI	Local (Cities, Towns)	FEMA PA, HMGP, State/Local Funds
Hurricane Irene, DR-4019-NC	State (NCDOT)	FEMA PA, FHWA ER, State/Local Funds
Severe Flooding, DR-4018-IA	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Severe Flooding, DR-4016-IA	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Severe Flooding, DR-1998-IA	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Flooding & Tornadoes, DR-1997-IN	Federal (FEMA)	FEMA PA, FHWA ER, State/Local Funds
Severe Flooding, DR-1981-ND	Federal (FEMA)	FEMA PA, FHWA ER, State/Local Funds
Flooding & Tornadoes, DR-1973-GA	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Alabama Tornados, DR-1971-AL	State (DOT), Local (City/BWWB)	FEMA PA, FHWA ER, State/Local Funds
Flooding & Tornadoes, DR-1930-IA	Federal (FEMA)	FEMA PA, State/Local Funds
Severe Flooding, DR-1915-SD	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Flooding & Tornadoes, DR-1909-TN	Federal (FEMA)	FEMA PA, State/Local Funds
Severe Flooding, DR-1907-ND	Federal (FEMA)	FEMA PA, State/Local Funds
Severe Flooding, DR-1894-RI	Local (Cities, Towns)	FEMA PA, HMGP, State/Local Funds
Severe Flooding, DR-1858-GA	Local (City)	FEMA PA, State/Local Funds
Flooding & Tornadoes, DR-1847-MO	Federal (FEMA)	FEMA PA, State/Local Funds
Flooding & Tornadoes, DR-1840-FL	Federal (FEMA)	FEMA PA, State/Local Funds
Flooding & Tornadoes, DR-1831-FL	Federal (FEMA)	FEMA PA, State/Local Funds
Severe Flooding, DR-1829-ND	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds
Winter Storm, DR-1822-MO	Federal (FEMA)	FEMA PA, State/Local Funds
Severe Flooding, DR-1800-IL	Federal (FEMA)	FEMA PA, HMGP, State/Local Funds

Similar Project Management & Special Services

Past Performance References (Past Five Years)

Disaster: Various
Service: FEMA Public/Technical Assistance Contract
Period: February 2023 - Ongoing
Agency: Dept. of Homeland Security (DHS)
Contact: Mr. Chance Noonkester, Task Force Leader
(P) 409.673.0862
(E) chance.noonkester@fema.dhs.gov

Disaster: 2024 - TEMA, Hurricane Helene
Service: Disaster Debris Removal Monitoring
Period: January 2025 - 9/2025
Agency: TEMA
Contact: Craig Hanrahan, Asst. Dir. Recovery and Mitigation
(P) 615.390.9001
(E) craig.hanrahan@tema.gov

Disaster: 2024 - Tennessee DOT Region 3, Hurricane Helene
Service: Disaster Debris Removal Monitoring
Period: October 2024 - 5/2025
Agency: Tennessee DOT
Contact: Joshua Metz, TDOT District 19 Manager
(P) 865.771.6554
(E) joshua.metz@tn.gov

Disaster: 2024 - FDOT District 2, Hurricane Helene
Service: Disaster Debris Removal Monitoring
Period: October 2024 - July 2025
Agency: FDOT
Contact: Kevin Rogers, District Construction Service Manager
(P) 386.961.7416
(E) kevin.rogers@dot.state.fl.us

Disaster: 2023 - FDOT District 2, Hurricane Idalia
Service: Disaster Debris Removal Monitoring
Period: October 2023 - June 2024
Agency: FDOT
Contact: Kevin Rogers, District Construction Service Manager
(P) 386.961.7416
(E) kevin.rogers@dot.state.fl.us

Disaster: 2023 - FDOT District 3, Hurricane Idalia
Service: Damage Assessments
Period: September 2023 - September 2023
Agency: FDOT
Contact: Ms. Beverly Renae Sanders, Asst. District Construction Engineer
(P) 850.330.1658
(E) renae.sanders@dot.state.fl.us

Disaster: 2022 - FDOT Districts 1 & 7, Hurricane Ian
Service: Disaster Debris Removal Monitoring
Period: September 2022 - February 2023
Agency: EXP
Contact: Mr. Steve Martin, PE, Vice President
(P) 850.508.7275
(E) steve.martin@exp.com

Disaster: 2022 - FDOT District 5, Hurricane Ian
Service: Disaster Debris Removal Monitoring
Period: September 2022 - February 2023
Agency: FDOT
Contact: Amy Perez, Dist. Maintenance Engineer
(P) 863.519.2315
(E) amy.perez@dot.state.fl.us

Disaster: 2022 - Louisiana, Arabi EF-3 Tornado
Service: Disaster Debris Removal Monitoring
Period: March 2022 - July 2022
Agency: St. Bernard Parish, Louisiana
Contact: Mr. John Rahaim, Jr., HS Director
(P) 504.278.4267
(E) jhraim@sbpg.net

Disaster: 2021 - LaDOTD District 2, Hurricane Ida
Service: Disaster Debris Removal Monitoring
Period: August 2021 - February 2022
Agency: LaDOTD
Contact: Seth Matherne, State Debris Manager
(P) 225.719.3424
(E) seth.matherne@la.gov

Disaster: 2021 - Louisiana, Hurricane Ida
Service: Disaster Debris Removal Monitoring
Period: August 2021-October 2021
Agency: City of Gonzales, Louisiana
Contact: Ms. Jackie Baumann, City Engineer
(P) 225.647.9589
(E) jackie@gonzalesla.com

Disaster: 2021 - Louisiana, Hurricane Ida
Service: Disaster Debris Removal Monitoring
Period: August 2021-December 2021
Agency: East Feliciana Parish Police Jury, Louisiana
Contact: Yamesha L. Harris, HS & Parish Manager
(P) 225.683.8577
(E) parishmanearg@efparish.org

Disaster: 2020 - Alabama, Hurricane Sally
Service: Disaster Debris Removal Monitoring
Period: October 2020-March 2021
Agency: Town of Loxley, Alabama
Contact: Mr. Robert Davis, Utilities Superintend
(P) 251.747.1662
(E) rdavis@townofloxley.org

Disaster: 2020 - Alabama, Hurricane Sally
Service: Disaster Debris Removal Monitoring
Period: October 2020-April 2021
Agency: Town of Elberta, Alabama
Contact: Ms. Caryn Woerner, Town Administrator
(P) 251.986.5995
(E) elbearptandz@gmail.com

Disaster: 2020 - Alabama, Hurricane Sally
Service: Disaster Debris Removal Monitoring
Period: October 2020-March 2021
Agency: Town of Magnolia Springs, Alabama
Contact: Mayor Kim Koniar
(P) 251.978.8708
(E) koniarcpa@gmail.com

Disaster: 2020 - Alabama, Hurricane Sally
Service: Disaster Debris Removal Monitoring
Period: September 2020 - March 2021
Agency: Town of Silverhill, Alabama
Contact: Mayor Jared Lyles
(P) 251.945.5198
(E) mayor@townofsilverhill.org

Disaster: 2020 - Louisiana, Hurricane Laura
Service: Disaster Debris Removal Monitoring
Period: August 2020-January 2021
Agency: Ouachita Parish Louisiana Police Jury
Contact: Mr. Brad Cammack, Parish Treasurer
(P) 318.327.1340
(E) jmitchell@oppj.org

Disaster: 2020 - Louisiana, Hurricane Laura
Service: Disaster Debris Removal Monitoring
Period: August 2020-January 2021
Agency: Jackson Parish Louisiana Police Jury
Contact: Mr. Brad Roller, Operations Manager
(P) 318.259.5691
(E) broller@jppj.org

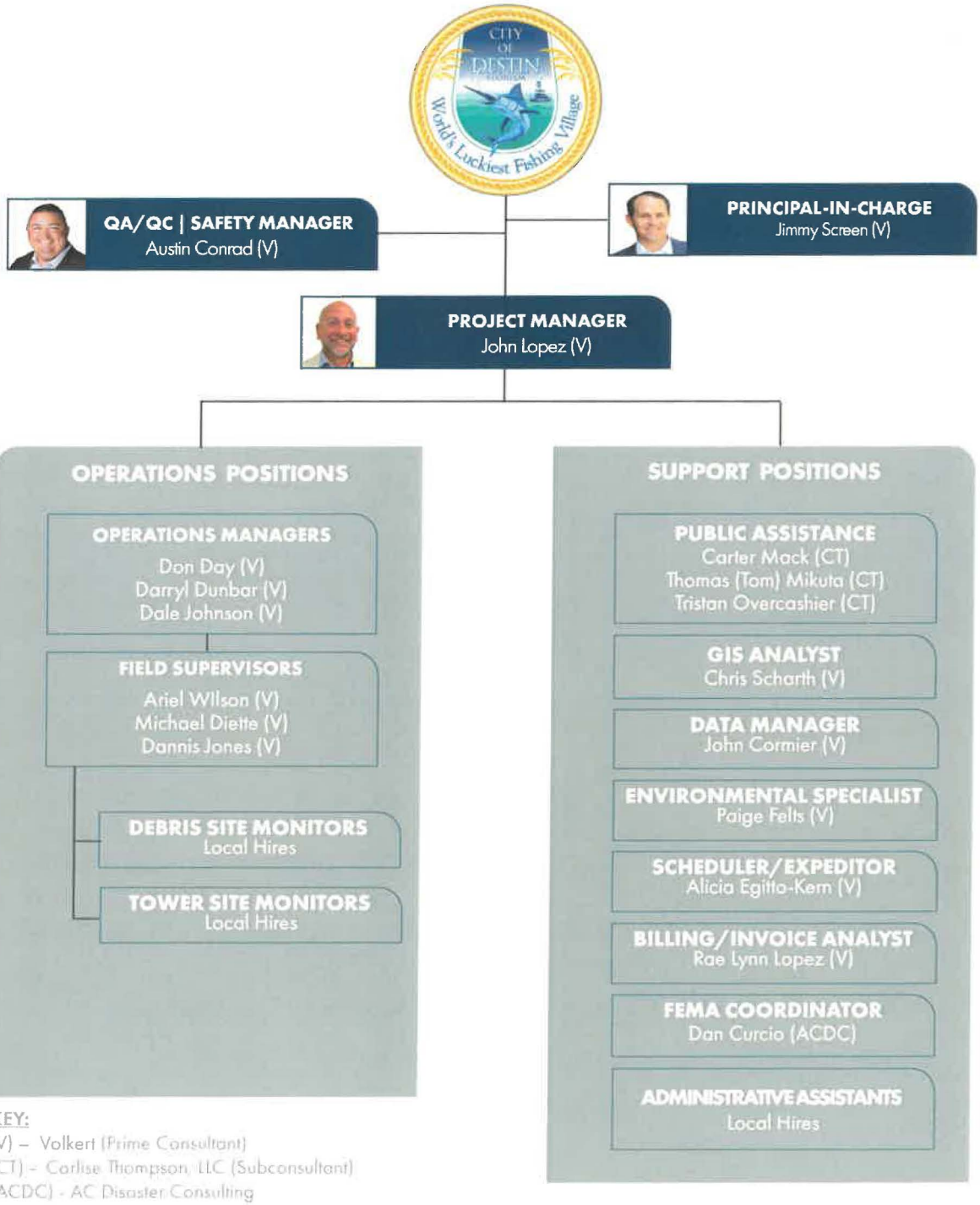
Disaster: 2020 - Alabama, Hurricane Zeta
Service: Disaster Debris Removal Monitoring
Period: November 2020 - April 2021
Agency: ALDOT SW Region, Grove Hill
Contact: Mr. Daniel Ganus, PE, Maintenance Engineer
(P) 251.231.0572
(E) ganusd@dot.state.al.us

Disaster: 2020 - Alabama, Hurricane Sally
Service: Disaster Debris Removal Monitoring
Period: September 2020 - March 2021
Agency: Town of Summerdale, Alabama
Contact: Ms. Tiffany Lynn, Town Clerk/Treasurer
(P) 251.989.6935
(E) townclerk@summerdaleal.com

2. SERVICE TEAM & RESUMES

Organization Chart

Volkert has teamed with Carlisle Thompson, LLC on several successful projects. We know how to work together to provide the City of Destin with efficient seamless service. With no learning curve, the Volkert Team is ready to go from day one.



KEY:
(V) – Volkert (Prime Consultant)
(CT) - Carlise Thompson, LLC (Subconsultant)
(ACDC) - AC Disaster Consulting

Resumes

Due to this section's 12-page limit, we have included resumes in our Appendix section at the end of this proposal.

Team's Approach to Providing City Services

Since the unprecedented hurricane disasters of the 2004/2005 seasons that impacted many of the Gulf Coast states and beyond, Volkert personnel have responded to hundreds of applicants/sub-recipients in declared Presidential disasters across the country and its territories. Volkert has supported clients both through direct representation and by deploying directly through FEMA. This representation has also included being part of FEMA's cadre of trainers on debris and other disaster related topics, as well as providing training at the National Hurricane Conference on debris-related topics on numerous occasions.

Our personnel have dealt with every type of debris, their associated quantities, their associated contracts, and every possible issue that comes with a debris operation, and we have done it not only as a monitoring firm but at every level of the operational, eligibility determination, and review and payment process.

Some of the various types of debris monitoring contracts Volkert has provided assistance on include the following:

- Providing debris monitoring services to a small community in Florida following Hurricane Irma
- Providing debris monitoring services to a state DOT following a severe ice storm in South Carolina
- Providing public assistance support following a flood to a county in Colorado
- Providing public assistance to a municipal water supply jurisdiction in Alabama following a tornado
- Deploying with FEMA to support a levee district in Illinois along the Mississippi River following a flood
- Deploying to Puerto Rico in support of the Commonwealth following Hurricane Maria
- Being tasked by FEMA to provide instruction to communities on a new Debris Management Plan Workshop training program
- Being asked by fellow subject matter experts to provide instruction at the National Hurricane Conference
- Providing pro-bono support to a small city client in Louisiana and a large county in Mississippi conducting their own force account debris operations following Hurricane Isaac
- Assisting a tribal client in Florida with compiling their debris documentation for submission to FEMA

Volkert takes great pride in working for and alongside the communities we serve, and in knowing we made a difference while there. Our focus is always on the community, but we realize the services we provide come at a cost. **That's why one of our most important obligations is to keep costs as low as possible while doing everything we can toward the reimbursement to the community of our costs from the available grant programs.**

The Volkert Team's comprehensive approach to providing disaster debris monitoring services to the City is included in tab **E. Proposal Approach**.

City Communication

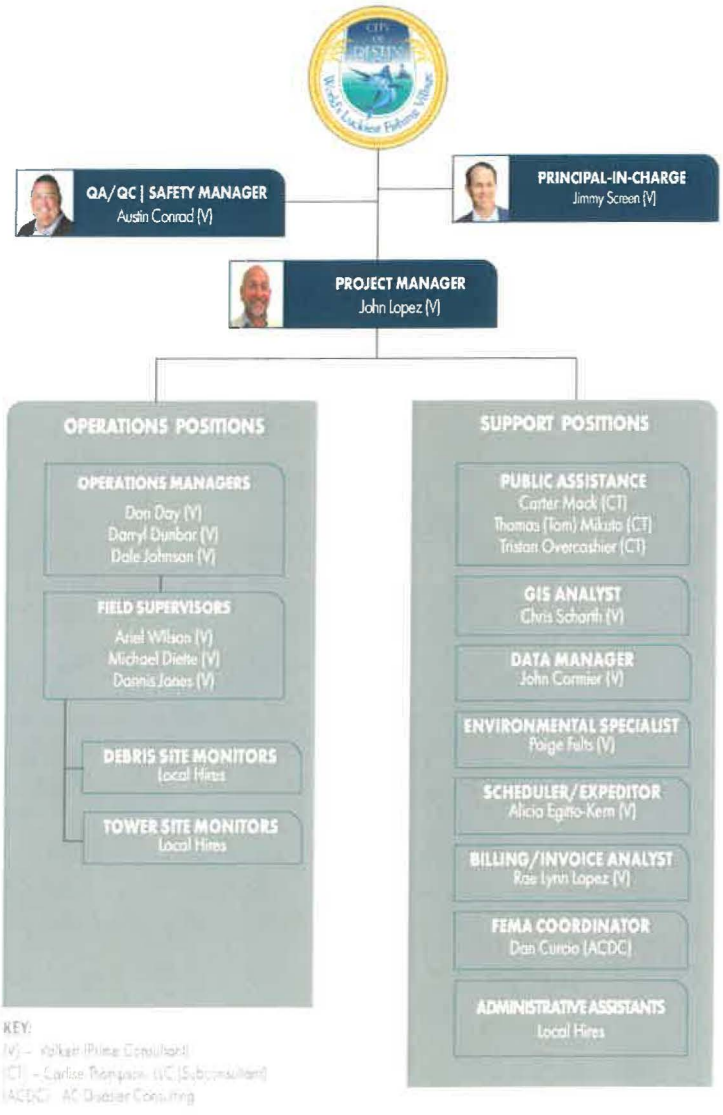
Our communication plan ensures effective, resilient communication with the client following a natural disaster (e.g., hurricane, flood, earthquake) for debris monitoring operations. It incorporates real-time field progress reporting via live GIS dashboards, Starlink for stable internet/WiFi, satellite phones for voice connectivity, and scheduled progress meetings to maintain alignment. The plan emphasizes redundancy to handle infrastructure disruptions like power outages or cellular network failures. Progress meeting details will include:

- Daily Meetings (First Two Weeks): 30-minute video calls via Starlink to discuss urgent issues, review GIS dashboard updates (e.g., cleared zones, crew assignments), and confirm client priorities. Attendees: Project Manager, Field Team Leads, Client Representative.
- Weekly Meetings (Post-Week Two): 45-minute video calls every Monday at 10 AM to review cumulative progress, budget status, and long-term planning. Includes live GIS dashboard walkthroughs and Q&A. Attendees: All stakeholders.
- Meeting Logistics: Invitations sent via email with Starlink video call links; recordings available on secure client portal. Backup: Satellite phone conference bridge if Starlink fails.

3. PERSONNEL PLAN

Operating Plan & Organization Chart

Proposal Staffing Plan (Roles & Responsibilities)
The **Principal-In-Charge** is the senior executive or subject matter expert from the consulting or contracting firm responsible for overall project leadership, strategic oversight, client relations, and ensuring the debris monitoring project complies with contractual and regulatory requirements, such as FEMA guidelines. This role involves high-level decision-making, resource allocation, and accountability for project success. **Operation Participation: As Needed**
The **Safety Manager** oversees quality control processes to ensure accurate documentation, compliance with debris eligibility criteria, and operational standards, while also managing safety protocols, risk assessments, and adaptations to maintain a safe work environment during debris monitoring and removal operations. **Operation Participation: Daily, Weekly, Monthly**
The **Project Manager** leads the daily execution of the debris monitoring project, coordinating teams, contractors, and resources; developing and implementing monitoring plans; ensuring adherence to timelines, budgets, and FEMA reimbursement requirements; and providing progress reports to stakeholders. (Note: This role is listed multiple times, indicating the need for several individuals to manage different aspects or phases of the project.) **Operation Participation: Daily, Weekly, Monthly**
The **Operations Manager** conducts advanced field inspections of debris removal sites, verifies debris volumes and types for eligibility, mentors junior inspectors, and ensures compliance with monitoring protocols and documentation standards to support accurate reimbursement claims. **Operation Participation: Daily, Weekly, Monthly**
The **Field Supervisor/Debris Monitor** performs on-site observations of debris loading and removal, measures and documents debris quantities and types, verifies contractor compliance with eligibility rules, and reports data to prevent fraud and ensure FEMA-reimbursable operations. **Operation Participation: Daily, Weekly, Monthly**
The **GIS Analyst** utilizes Geographic Information Systems (GIS) technology to map debris locations, track removal progress, analyze spatial data for operational efficiency, certify truck routes, and generate reports to support data-driven decision-making in the debris monitoring project. **Operation Participation: Daily, Weekly, Monthly**
The **Billing/Invoice Analyst** manages financial aspects of the project, including preparing and reviewing invoices, tracking costs associated with debris monitoring activities, ensuring accurate billing based on documented work, and reconciling accounts to comply with contract terms and reimbursement processes. **Operation Participation: Daily, Weekly, Monthly**
The **Environmental Specialist** assesses and mitigates environmental impacts from debris operations, monitors for hazardous materials, ensures compliance with pollution control regulations, and recommends strategies to protect air, water, and soil quality during debris handling and disposal. **Operation Participation: As Needed**
The **Public Assistance Consultant** provides expertise on FEMA's Public Assistance program, guiding applicants through eligibility determinations, documentation requirements, and reimbursement processes for debris removal costs. **Operation Participation: As Needed**
Data Manager role focused on managing, analyzing, and reporting data from debris removal activities to ensure compliance, accuracy, and efficient reimbursement processes. **Operation Participation: Daily, Weekly, Monthly**



Staff Scaling

Our staffing plan outlines a scalable approach to deploying personnel for debris monitoring operations following a natural disaster. It leverages an existing pool of over 1,000 trained monitors, incorporates hiring and training of local displaced workers, and emphasizes daily collaboration with contractors to adapt to project scale. The plan includes mechanisms for scalability and controls to ensure efficient, safe, and effective operations. Our goals are to:

- Deploy adequate, qualified staff to monitor debris assessment, removal, and disposal in real-time.
- Scale staffing dynamically based on disaster magnitude and project needs.
- Prioritize local hiring to support community recovery and reduce logistics costs.
- Implement controls for safety, compliance (e.g., FEMA guidelines), and performance metrics.
- Foster seamless integration with contractors for optimized resource allocation.

Staffing Structure and Roles

The structure is hierarchical and modular, allowing for easy expansion. Core roles are scalable in tiers based on project size (small: <10 sites; medium: 10-50 sites; large: >50 sites).

Role	Description	Ration/Allocation	Qualifications
Field Monitors	On-site data collection of debris volume, type, GPS based tickets	1 per 1 for haul crews	Basic training in debris monitoring, safety protocols
Team Supervisors	Oversee 5-10 monitors; ensure data accuracy; coordinate with GIS dashboards	1 per 7-10 monitors depending on distance	Advanced training; 5+ years experience; leadership skills
Quality Assurance Specialists	Audit monitoring reports; enforce	1 per 20-30 monitors	Certification in quality control protocols
Training Coordinators	Onboard and train new hires, especially locals	1 per 50 new staff	Experienced trainers; familiarity with rapid deployment curricula
Project Coordinators	Liaise with contractors daily; adjust staffing based on needs	1 per project	Management experience; strong communication skills
Initial deployment: Start with 20-50 staff for assessment phase, expanding as needed.			

Expansion Mechanisms

- Leveraging Existing Pool: Draw from the 1,000+ trained monitors nationwide. Mobilize in phases: 100-200 for initial response (within 24-48 hours), scaling to 500+ for large projects via air/ground transport.
- Local Hiring and Training: Prioritize displaced workers for community support. Target: Hire at least 75% of staff locally.
  - Recruitment: Partner with local agencies (e.g., unemployment offices, disaster relief centers) to identify candidates within 72 hours.
  - Training: 1-2 day intensive program covering safety, GIS tools, debris protocols. Use mobile training units with Starlink for virtual sessions.
  - Goal: Train 50-100 locals per week, integrating them into teams under experienced supervisors.

Employee Qualifications & Status

All proposed team member's shown on our org. chart on pg. 19 are on full-time work status. Due to this section's page limitations, please refer to **Staff Qualifications** found earlier in this section, for employee qualifications for key staff positions.

SUBCONTRACTING PLAN

Volkert has a proven history of encouraging and supporting the involvement of minority/women/disadvantaged business enterprises (DBEs). Our senior management views this as a fundamental business practice, and we support furthering the City's participation goals. Volkert is committed to developing and promoting these firms to ensure appropriate utilization wherever possible.

Volkert intends to provide opportunities for minority/women/disadvantaged business enterprises to ensure their fair market share of total expenditure for goods and services. We do not discriminate against businesses on the basis of race, color, national origin, or gender. We also intend to continue to provide minority/women/disadvantaged business enterprises with equal opportunity to participate in all aspects of the project, endorse and facilitate full and open competition, and promote equal contracting opportunities among the various contractors and vendors.

Volkert and our partners have successfully employed numerous outreach strategies to attain maximum levels of minority/women/disadvantaged business enterprise participation. One of the most effective is organizing and conducting a Minority Contractor Fair. These events allow minority and disadvantaged subcontractors, trade contractors, material suppliers, and other vendors to foster relationships with our debris management team who will be active in leading the contract. Volkert will take results-oriented action in project execution to maximize minority/women/DBE participation for each assigned contract.



Proposed Subcontractors

Below we identify the names of our team's proposed subcontractors along with their areas to be subcontracted, field of expertise, number of years in the field, proposed dollar amount of subcontracting effort, and references.

Subcontractor Name	Area Subcontracted	Years of Disaster Grant Management Experience	Subcontracting Dollar Amount
AC Disaster Consulting (ACDC)	Public Assistance and Grants Management Services	7 Years	TBD
Carlisle Thompson, LLC (CT)	Public Assistance Management Support Services	185 Years	TBD

ACDC's References

Ft. Myers Beach Fire Control 1/2023 - Ongoing	Hurricane Ian De Soto County, FL 2024 - Ongoing
Jane Thompson, Director of Finance 239.590.4203 jthompson@fmbfirefl.gov	Mandy Hines, County Administrator 863.993.4800 m.hines@desotobocc.com

CT's References

City of Sanford, FL 2020 - Ongoing	Osceola County, FL 2024 - Ongoing
Cynthia Lindsey, Director of Finance 407.688.5026 cynthia.lindsay@sanfordfl.gov	Jennifer L. Saum, EM Support Specialist 407.742.9008 jenniferl.saum@osceola.org

ABILITY TO PROVIDE THE NECESSARY SERVICES

At Volkert, we take our responsibility of representing communities following disasters very seriously and are extremely proud of the services we provide to them. We not only provide successful professional debris monitoring and public assistance support, but we go above simply this to assist communities with other aspects resulting from their debris operations - we believe it's our obligation as your representative to provide the level of service you need to have a successful debris program that maximizes your grant reimbursements.

Some recent examples of how we feel we provided outstanding service to clients include:

- Advised a client pro bono as to how to process and dispose of their debris using only force account labor and equipment so as to minimize their overall costs while maximizing their FEMA grant reimbursement;
- Advised a client who wanted to activate our contract for debris monitoring of their own force account personnel that wasn't needed and then we simply provided minor oversite to help ensure their FEMA grant reimbursement;
- Clarifying to FEMA numerous times that the state of Alabama does not require debris management sites (DMS) nor final disposal sites that handle and/or accept clean vegetative wastes to be permitted other than for burning operations;
- Assisting a client following their debris burn operation in obtaining state approval to be allowed to retain all the burn residue for future use in its roadside maintenance program;
- Conducting site inspections for a client for other than Category A debris damages at no charge;
- Assisting FEMA representatives in breaking out all debris operational costs to reflect varying periods of time with different grant funding percentages

Volkert – your debris monitoring firm before, during, and after the event – is comprised of real experience throughout each leadership and management level; personnel who bring real-world expertise – and more importantly, real-world solutions – in disasters of every kind and at all levels of clients, including directly to FEMA. Volkert professionals have deployed into more than 100 disaster declarations across 25 states and U.S. Territories and have addressed in various capacities hundreds of millions of cubic yards of debris.





With over 31 years of disaster experience, Volkert provides debris monitoring services for the clean-up, removal, and disposal of debris from R/W, public property, waterways, and private property. Disaster debris monitoring is among our CORE COMPETENCIES.

PROJECT IMPLEMENTATION APPROACH

Mobilization Timeline

Volkert adheres to FEMA's published guidance in its approach methodology. The timeline table below depicts the anticipated disaster elements that will or may be involved with a City of Destin debris removal and disposal operation. It depends on the specific requirements and, in part, on the debris removal contractor's mobilization time frame.

Timeline	Task Activity	Achievements/Deliverables
Prepare/Mobilization Phase		
72-96 hrs. prior	Initial coordination and reviews	• Establish daily/twice-daily communications with the City • Review USACE debris model quantities for anticipated category • Calculate personnel and resource requirements based on USACE debris model • Review the City's DMS (if available) and other relevant documents • Establish regular communications with the City's debris hauler • Verify Volkert has current copy of debris hauler's contract and unit prices
48-72 hrs. prior	Determine client requirements; activate subcontracts	• Obtain/review the City's list of critical routes, areas, and features • Establish project in ADMS and Volkert's Debris Dashboard • Review the City's DMS locations for possibility of low-elevation flooding • Review State environmental agency's website for current disaster debris information • Identify the City's requirements for debris removal from gated communities/private property • Determine if the City needs public information assistance • Contact sub(s); activate or place on standby
24-48 hrs. prior	Personnel, training, and debris hauler prep	• Identify personnel acquisition needs, commence recruitment, and initiate on-boarding • Confirm monitor training facility(ies) for post-event • Verify equipment and communications are operable • Confirm debris hauler's intent to use DMSs or secure their own • Confirm debris hauler's intent to conduct leaner/hanger cut operations • Confirm the City's intent to conduct 1st Push/Cut 'n' Toss (self or contractor)
0-24 hrs. prior	Finalize mobilization	• Ensure ArcGIS Explorer is established • Prepare disaster go-boxes for transport • Instruct advance team to deploy or wait for event's passage • Conduct final pre-event coordination with the City and debris hauler • Confirm when and how next communication is anticipated • Prepare to shelter safely in-place
Event Occurs		
0 hrs. (unknown duration)	Maintaining	• Coordinate personnel and shelter safely in-place until winds are 45 m.p.h. or less
Activation Phase		
0-1 hr. post	First contact	• Initiate contact with the City, confirm meeting location • Accept notice-to-proceed (NTP) with established not-to-exceed amount • Initiate contact with debris hauler; confirm arrival schedule and staging location • Confirm availability of training location • Confirm if the City or debris hauler is to conduct 1st Push/Cut 'n' Toss • Initiate ADMS operations • Meet arriving monitoring management staff to prepare for debris operations

Timeline	Task Activity	Achievements/Deliverables
		Response Phase
1-24 hrs. post	Emergency operations	• Assist the City with public information outreach and protocols (as needed) • If 1st push/cut and toss is by City, monitoring is not required; we will advise City when requested • If 1st push/cut and toss is by debris hauler, coordinate with to commence operations • Certify and assign numbers for push equipment • Establish time and equipment (T&E) tracking system • Commence preliminary damage assessments with City (if requested to tasked) • Begin on-boarding and training incoming monitoring personnel • Coordinate establishment of DMSs, including tower placement
24-48 hrs. post	Continuing emergency operations	• Implement safety and health plan • Continue 1st push/cut and toss • Continue preliminary damage assessment • Continue debris monitor training • Coordinate with debris hauler on arriving assets (cutters, self-loaders, trailers, and/or push equipment) • Continue DMS location establishment and DMS tower support features
48-72 hrs. post	Conclude emergency operations; contractor vehicle measurement and certification	• Conclude 1st push/cut and toss within 70 operational hours of commencement • Compile 1st push/cut and toss records and deliver to City • Conduct vehicle certifications (cutters, self-loaders, trailers, and/or push equipment) • Confirm DMS setup is satisfactory, including placement and ground-to-floor height of tower • Continue debris monitor training (and ongoing as needed) • Establish client's access to Volkert's Disaster Debris Dashboard
		Recovery Phase
72-96 hrs. post	Field debris operations commence	• Implement field operations and ADMS data quality control procedures • Leaner/hanger cut operations may begin prior to debris R/W operations • Clearly define leaner/hanger cut parameters • Assign monitor field supervisors • Assign debris cut and/or haul monitors as debris hauler's operations dictate • Conduct morning toolbox safety meeting (daily and ongoing) • Meet with and/or report to City as per their schedule
4-7 days post	Establish field debris operations	• Leaner/hanger and debris R/W operations continue • Review Tower Monitor percent-full calls; adjust as required • Coordinate with FEMA/USACE/City representatives on-site • Discuss City needs for addressing other debris streams • Begin discussions regarding special debris operations (gated neighborhoods, PPDR, and canals/waterways)
4-7 days post	Establish data management and invoice reconciliation	• Review and reconcile ADMS data daily and fine-tune field operations warranted • Produce and distribute daily field operations reports • Prepare to receive and reconcile debris hauler's first invoice for submittal to City • Validate monitoring corps hours for the first week
1+ weeks post	Maintain all operations	• Continue all field operations • Continue all data management operations • Continue debris hauler invoice reconciliation and submittals • Continue monitoring corps time validation • Coordinate establishment of final disposal site's tower arrangement • Continue coordination with FEMA/USACE and other stakeholders • Begin to generate individual cut and haul reports • Begin compiling Category A grant-supporting documentation for FEMA
As circumstances dictate	Special projects consideration	• Remove canal/channel/ditch debris • Remove waterway debris • Remove PPDR (private property debris) • Facilitate right-of-entry and hold harmless agreements • Facilitate structure demolitions with property project folders • Remove sand/mud/silt from impacted facilities (roads, drainage inlets, and outfalls, etc.)

Timeline	Task Activity	Achievements/Deliverables
Field Operations Complete Phase		
Typically 2-4 weeks	Conclusion of field operations	• Perform final pass for R/W debris removal • Document roads and features as they are declared "cleared" • Validate DMS and final disposal site quantities • Validate final disposal site tipping fees • Validate that DMS is clear of all debris • Compare DMS restoration to permit requirements; enforce additional restoration if needed • Perform final reconciliation of all debris quantities and costs • Perform final validation of all monitoring corps hours • Prepare all project documentation for final submittal to FEMA • Issue Project complete letter to City
Optional Public Assistance/Permanent Work Support Phase		
No time frame	Ongoing as needed	• Perform preliminary damage assessments of City's facilities under FEMA Categories C-G • Assist City in developing its Damage Inventory and repair costs • Conduct detailed damage assessments and prepare reports for FEMA's site visits • Assist City with providing documentation and answering RFIs in Grants Portal • Develop project Damage Descriptions & Dimensions (DDD) and Scope of Work (SOW) narratives • Develop repair/replacement cost estimates
Client Support Phase		
No time frame	Ongoing as needed	• Provide continuing support to City during FEMA's grant processing period • Assist during any FEMA/OIG audits • Assist during any FEMA denials of costs (Determination Memorandums) • Assist during the FEMA Public Assistance Closeout process









Pre-Event Services Prior to Disaster

Consistent with the RFP, Volkert offers a full array of pre-event services and activities to help prepare the City for a debris-generating event. These preemptive measures provide a more efficient start-up for debris operations.

Updated Debris Management Plan: A current Debris Management Plan can significantly assist a jurisdiction to be better prepared for a disaster by clearly defining the method for response and recovery.

Debris Removal Contract Review: Our team will conduct a comprehensive review of the contracts upon NTP, including meeting with key personnel to discuss any areas requiring clarification, interpretation, or revision. This step mitigates potential issues during operations and possible causes for future claims.

Contractor Pre-Registration: We will upload the City's debris removal contractor data regarding equipment, personnel, and rates into our database. This step expedites the credentialing process and, ultimately, the debris removal process once the City directs the contractor to begin.

Training Exercises: Training exercises are an elective method of testing and evaluating emergency responsers' readiness and can detect potential operational and logistical obstacles during an actual event. We can assist in designing and conducting drills or tabletop exercises to evaluate staff and equipment readiness, including FEMA reimbursement training, truck certification exercises with contractors, debris operations, and staff monitoring training.

Debris Management Site Selection: The Volkert Team has extensive experience selecting, permitting, and closing out Debris Management Sites (DMS) gained from prior experience managing and monitoring millions of cubic yards of debris. An emergency event can severely impact pre-selected disposal sites, creating the need for alternate or additional sites. We can assist with DMS selection or reevaluation as needed.

Contractor Meeting & Training: A partnering meeting with all parties to review and discuss operational terms and elements can significantly mitigate potential uncertainties and conflicts and facilitate a more common-cause approach. Additionally, this opportunity will allow Volkert to provide City personnel with any needed or desired debris-relating training.

Debris Monitor Training: Volkert trainers are experts in the FEMA debris removal process and have real-world experience with some of the most significant disasters in US history. We also utilize debris monitor training videos developed during active recovery projects. We believe this better prepares trainees to perform their job, ensuring familiarity with the sights and sounds of an actual debris removal program ahead of time. Volkert also performs field training, where inexperienced monitors are paired with more experienced team members to get hands-on field training.

Public Information Support: A successful disaster debris operation is partly dependent upon properly preparing the public through the distribution of pre-event notices and educational materials. These documents will inform citizens of what to expect following a disaster, such as curbside segregation of debris, increased contractor traffic, and availability of resident disposal areas. The Volkert Team can assist with press releases, public notices, informational fliers, and other necessary public information elements, as-needed.

Debris Forecasting & Estimating Methodology

The Volkert Team is qualified and prepared to assist the City in its forecasting and estimating efforts.

Debris forecasting occurs before a disaster event and quantifies the potential debris types and amounts possible following a debris-generating disaster. It involves reviewing and analyzing a community's features, including population, residential and commercial density, vegetative cover/canopy, event types (i.e., wet hurricane vs. dry hurricane), and storm intensity with wind speeds. Based on this information, a forecasted quantity of various debris streams can be used for planning purposes.

Many communities utilize the USACE forecasting model for this purpose, while others use more involved GIS mapping technology and analysis.

Debris estimating occurs following a disaster event and physically quantifies the types and amounts of disaster-generated debris to be removed. This process is ongoing throughout the debris removal operation. Regular updates measure progress and estimate the remaining time and costs required to complete the clean-up.

Initial estimates are made as soon as safely possible following the event. They usually take the form of windshield assessments (drive-bys) by individuals or teams sent to assess the community. These initial estimates are rough and must be constantly updated and refined to get a clear picture of the operation.

Post-Event Management of Debris Operations Contractors

Volkert incorporates a complete array of debris monitoring services to oversee contractor debris removal, hazardous cuts, reduction, and disposal operations. Our goal is to monitor the contractor's debris activities in a comprehensive, efficient, and safe manner that maximizes the City's cost reimbursements from federal and state sources.

Immediate Post-Event:

- ***Mobilization:*** As soon as safely possible, Volkert will begin assessing damages and coordinating for the debris contractor's arrival. We will attempt to contact our point(s) of contact with the City; however, that is possible due to communication outages, our initial coordination will most likely occur at designated rally points as predetermined by the City.
- ***Assessment of Roads for Clearing Priority:*** Once the debris-generating event has passed, predetermined City or Volkert personnel who are making their way to a pre-arranged reporting location must assess the area's condition. Roads and areas that include emergency services such as fire and police stations, hospitals, and ambulance services are typically given priority. Power substations and predetermined routes for arriving emergency relief personnel, equipment, and supplies will also be considered. The City's primary corridors will also be assigned as high-priority targets for debris clearing.
- ***Meet the Cut and Toss Contractor:*** The debris contractor's RFQ currently does not include individual time and equipment (T&E) rates. Therefore, it appears the City will assume the responsibility of conducting the cut and toss if needed.

If, however, the City were to consider not performing this work, the cut and toss contractor's personnel and equipment would begin arriving in the area and reporting to predetermined staging areas. Cut and toss aims to clear the roads of debris blocking lanes and hindering vehicular traffic movement. This service is accomplished by pushing the debris from the travel lanes onto the shoulder or cutting the debris to a point no more than two feet behind the edge of pavement or guardrail and piling the cut sections off the roadway. FEMA guidelines encourage no more than 70 operational hours to be dedicated to this effort under T&E contracts.

Post-Event

Coordination with contractor crews will begin immediately, including assignment of areas/corridors for the Cut 'n' Toss operation. Primary corridors and those pre-identified as emergency service routes will receive the highest priority for initial clearing. Each crew sent to begin an operation will be accompanied by a monitor who utilizes a Daily Report of Monitoring (DRM) to document operations. It will be important for the City, not the contractor, to clearly define the crew structure if a T&E contract arrangement for Cut 'n' Toss operations is to be beneficial. The Volkert Team will work with the contractor on behalf of the City to designate the makeup of a typical Cut 'n' Toss crew with accompanying equipment, and the contractor will submit invoices based on established hourly rates. For example, a typical cut and toss crew might be comprised of a supervisor with a vehicle, rubber-tired equipment with an operator, and two chainsaw operators with chain saws. MOT crew and laborers are typically not separate line items and should be included in the T&E unit crew rate.

- ***Certification of Hauling Units for Capacity:*** Before commencing debris load and haul operations, the debris removal contractor's arriving hauling units must be certified for capacity. This certification is the first task of many that will allow the City to request maximum reimbursement from grant funding sources. A cubic yard operation requires taking clear and concise measurements of a hauling unit's bed and documenting them while accounting for any irregularities in the bed that reduce the overall capacity. These include hydraulic lift boxes, wheel wells, and side tapers. Additions that add capacity are also documented, such as side rails and rear extensions.

  In the case of a tonnage operation, the hauling unit's tare weight will be established as its certified capacity. A capacity placard will be attached to the sides of the truck bed, indicating the truck's unique ID number and the certified capacity (cubic yards or tonnage). Our ADMS will generate a unique ID number during the truck certification process.

- ***Monitoring of Contractor's Debris Collection Activities (load and haul):*** Each day, before the activities start, we will stage the contractor's crews and our monitors at a location(s) central to the operations. We will conduct a daily toolbox meeting covering all safety aspects of the operation, eligible vs. ineligible debris, and any questions that arise. Assignments will be made utilizing a corridor-by-corridor approach or a sector approach, so both the contractor crew chief and his assigned monitor understand their precise area of operation.

  Volkert personnel will monitor the collection of eligible debris based on FEMA guidelines and any instructions received from the City. Unless authorized by the City, mixed loads should typically not be allowed as they can increase operational costs. The load site monitor will be responsible for complete documentation of the applicable portions of the load ticket within the ADMS system, including precise pick-up location GPS, all pertinent vehicle information, type of debris collected, and the date and time of collection. Load tickets will not be generated for questionable loads, and the field monitor will immediately notify a supervisor for resolution.

- ***Monitoring of Contractor's Hazardous Cut Activities:*** When warranted, a contractor may conduct a hazardous cut operation before commencing the load and haul operation. Alternatively, it can be done concurrently or even following load and haul with proper coordination. Regardless of when it occurs, the cut operation is how the contractor addresses broken limbs and leaning/damaged trees. It is even more intense and documentation-reliant than the more typical load and haul component.
  The process will begin with our comprehensive training for cut monitors, including field examples of eligible cuts. This training will continue in the field itself, where we will closely regulate cut operations in real-time. Our Data Documentation Managers will review all cuts as they come into the database, including the photos being taken, and relay feedback to field personnel, who will immediately make adjustments/corrections. Reconciliation will continue with the contractor through the invoice/billing phase, and we will remove all ineligible cuts not supported by photo evidence. Finally, every eligible cut will receive a report that we will provide to FEMA to support eligibility; each cut report will include numerous photos that help FEMA determine eligibility.

- ***Declaring Streets Cleared:*** As debris removal progresses, declaring streets cleared will be an ongoing activity. Before declaring the first pass complete, multiple passes may be required along a roadway. This is because the general public may not bring their debris to the curbside at the same time, or debris already on the curb may need to be removed before a homeowner can bring the remainder of his debris to the curb. In either event, the City, working with FEMA for concurrence, will determine the first pass complete date and decide if a second pass is required. Volkert will track each pass along each roadway, keeping the City fully updated on the overall status of the operation and pressing for all applicable debris to be collected within specified time-frames.

- ***Documenting Final Pass:*** In some regions of the City, it may be desirable to document final pass using dashcam video. The Volkert Team will do this on an assignment-based basis for the City in areas deemed advantageous. This service will be done at the end of a debris operation in conjunction with the debris contractor making a final pass, roadway-by-roadway. Then, the videos will be preserved for use should any issue arise in that area. This service is provided within our pricing structure and at no standalone cost to our clients who desire it.
- ***Debris Management Site (DMS) Operations:*** During operations, the Weekly Debris Management Report (WDMR) will require submittal detailing the debris activities at the DMS.

Vegetative debris can be reduced by grinding or burning (with an open-pit burn or controlled incineration, depending on local restrictions). Regardless of the reduction method, calling a load's capacity will be the same. The DMS monitor will be responsible for fairly determining a hauling unit's percentage-full upon arrival at the site. The monitor will physically observe the bed of the hauling unit from a height and vantage point where the entire bed can be seen, i.e., from the inspection tower, which will be high enough to make such an observation. The contractor must typically provide this tower, possibly two, at each site. Voids in the load will be noted, a distance of debris from the vehicle's top rail will estimated, and an overall percentage will be assigned. This may be done in the presence of a contractor representative. However, the DMS monitor is the final authority, with any disputes escalated to the next level of authority within the debris monitoring hierarchy for final resolution.

Upon determining the percent-full, the DMS monitor will record the percentage into the ADMS, and the load calculation for that load's payment will be calculated. Once the load has been called and the ticket completed, the driver will be directed to the location where the load will be dumped, and the hauling unit will again be inspected as it exits the site to observe that it is empty. Volkert personnel will conduct this final inspection as each hauling unit exits the DMS.

NOTE: *An exception to calling the percent-full for a given load was published on May 1, 2006, by FEMA. It involves the occasion when a hauling unit is hand-loaded instead of mechanically-loaded. Hand-loaded units result in more fluff, or voids, in the load due to minimal compaction of the debris. FEMA's study of this situation following the 2004 storms in Florida led to implementing the Disaster Assistance Policy (DAP) 9523.12 Debris Operations for Hand-Loaded Trucks and Trailers. When a vegetative debris load is noted as being hand-loaded, the maximum load awarded is 50% of the load's called volume.*

When debris is reduced, the original disposal site becomes the loading site for the "haul out" operation. Prior to a load of reduced material leaving the DMS for its final disposal location, a load ticket will be generated in the same manner and with the same accuracy as when the debris was first loaded in the field. It will follow the previously outlined procedures for calling the load and completing the load ticket.

Debris Streams Other than Vegetative: While vegetative debris is typically predominant following the types of disasters that may affect the City, other types may also be authorized for collection and disposal by the City. Volkert is experienced in the removal, processing, and disposal requirements for each type of debris and will work with the contractor(s) as the City directs toward each debris stream being properly collected, processed, and disposed of.

- Debris Database Management: While experience, integrity, and professionalism are at the heart of Volkert's assigned personnel and provided services, **Volkert's Automated Debris Management System,** is at the heart of your grant reimbursement. It is the final component that receives, compiles, analyzes, and maintains all the generated data in a debris operation, all under the oversight and assessment of seasoned debris personnel.
- We can provide our clients the confidence they require through our ADMS and its debris database management capabilities. We are proud of the success rate we have experienced through FEMA grant reimbursements for our clients.

Quality Assurance and Quality Control (QA/QC)

The safety of the public and employees, along with the satisfaction of our clients, is our greatest priority. Therefore, we highly value implementation of tools and processes for continuously improving our services. Volkert is committed to achieving quality through the pursuit of these principles.

- ***Client Focus:*** Meeting client expectations by maintaining a high level of client confidence and retention
- ***Leadership Involvement:*** Maintaining a unified mission that comes from strong leadership that instills quality as an essential element in every service we perform
- ***Employee Engagement:*** Recruiting and training competent, empowered, and engaged people who take responsibility for creating value for our clients
- ***Process Improvement:*** Understanding activities as processes that should function as a system to achieve consistent and predictable results while having an ongoing focus on quality improvement

Factors we consider in the development of the tailored Quality Control (QC) Plan include the following:

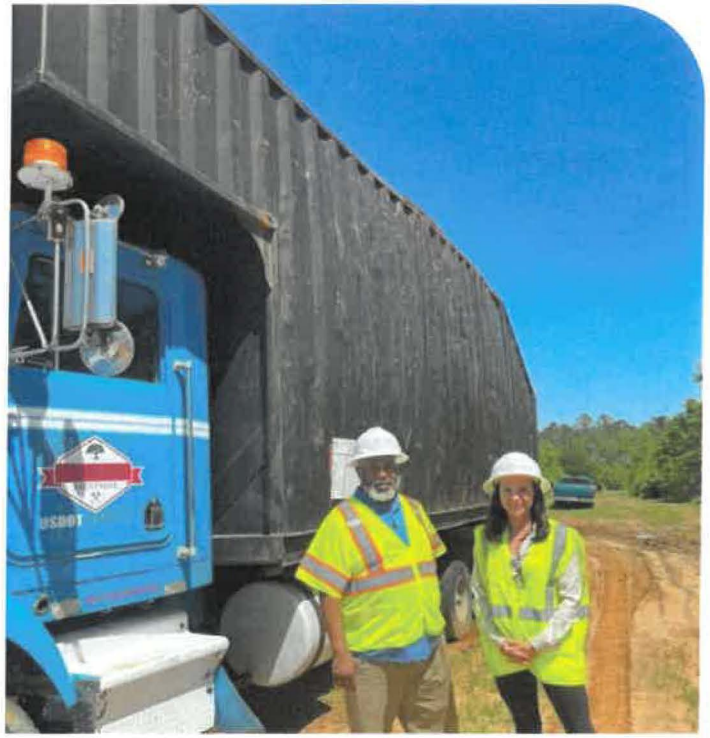
- Safety
- Project Type (complexity to include work/weather conditions and value)
- Service Type (Program Management, Disaster Services)
- Client Type (Public/Private/DOT)
- Contract provisions

Subconsultants

- Risk management

The purpose of Volkert's QC Plan is to formulate and document the following:

- Client Communication and Requirements
- Project objective/scope of services
- Appropriate allocation of resources
- Budget/schedule
- Use of quality work instructions/checklists
- Use of quality reviews for each project





Analysis of Debris Operations

Volkert will perform its services as an extension of the City's resources and coordinate all activities with City personnel throughout the debris removal operation. As such, we will meet regularly to consult with and update City representatives on progress. We will also continually endeavor to improve operations to maintain efficient and cost-effective services for our clients.

A significant example of how Volkert continually monitors an operation for efficiency and cost-effectiveness is dealing with attempts to manipulate it.

Certain activities or efforts can make debris removal and disposal operations vulnerable to manipulation. Measures to reduce these opportunities include previously discussed services such as inspecting all trucks before they depart debris management sites to verify that they have emptied their entire loads and rotating field monitors to preserve sharp, focused attention and reduce complacency. Frequent random certification checks of hauling units are also conducted in the field or at DMS locations as an additional measure.

Our field personnel are made aware of additional and potentially manipulative activities, including but not limited to the following:

- Attempted collection of ineligible debris
- Attempts to charge the public directly for debris removal
- Debris removal from a DMS during non-work hours and collecting it a second time
- Attempts to influence debris tower monitors for higher load calls

Manipulation can be prevented by awareness. We continuously stress this with our personnel and review the proper actions to record and report such activities.

Billing & Invoice Reporting Procedures

Due to our past and ongoing involvements with FEMA, Volkert fully understands the requirements for the information and records we gather to fulfill FEMA's reimbursement criteria. Many of our team members have worked directly with FEMA and have an intimate knowledge of the requirements for reimbursement of funds through the Public Assistance Program.

Debris Contractor Invoice & Billing:
Volkert works closely with contractors to ensure our debris data reconciles prior to the submission of their invoices. Typically, contractors prefer to submit weekly invoices, if possible, but the ultimate schedule is based on City's contract with the contractor. Once all the data matches and the contractor submits their invoice, we will produce our supporting backup data records to accompany the contractor's invoice for submission to City, and we will provide an email record recommending payment of the invoice. Those records will become source documents for FEMA's reimbursement of eligible costs.

Volkert's Invoice & Billing:
Volkert typically invoices on a four- or five-week schedule, depending on the invoice period. Our invoices record all the labor hours for the period and compile them into a per-position listing of total hours. We also provide all appropriate backup documentation to support the hours claimed. While we have a typical invoice format, if City prefers we follow a specific format, we will be happy to do so. These records will also become source documents for FEMA's reimbursement of eligible costs.

ARC GIS Explorer

Volkert began offering GIS services in 1996 to support large Department of Transportation projects requiring stakeholder coordination, R/W acquisition, environmental and cultural studies, and other transportation-related corridor studies. Our GIS capabilities and uses have grown over the past 28 years.

GIS plays a significant role in disaster debris management services by examining elements like topography, disaster-area predictions, road networks, and more to aid with evacuation routes, alternate transportation routes, mapping disaster response efforts, and more.

Our Enterprise GIS system is built on the industry standard ESRI ArcGIS platform to ensure seamless compatibility with City's data and deliverables.

Our cloud-based Enterprise system enables high availability and supports web GIS access and collaboration among numerous users. With the inclusion of ArcGIS Portal and ArcGIS Online, our cloud-based Enterprise system caters to a diverse user base, offering differentiated levels of access within a highly secure GIS environment.

GIS allows the Volkert Team to conduct damage assessments and monitor debris removal using mobile tools to expedite recovery efforts, so resources can be relayed to the community. GIS offers real-time information that can help spread awareness and save lives.

GIS and FEMA Eligible Debris

Debris operations taking place outside jurisdictional limits can be a problem for communities. FEMA policy states, "to be eligible, work must be the legal responsibility of the Applicant requesting assistance," meaning only debris removed inside City limits will be eligible for FEMA grant funding. When a community has an irregular-shaped "City limits" boundary, staying inside the lines can be a critical challenge.

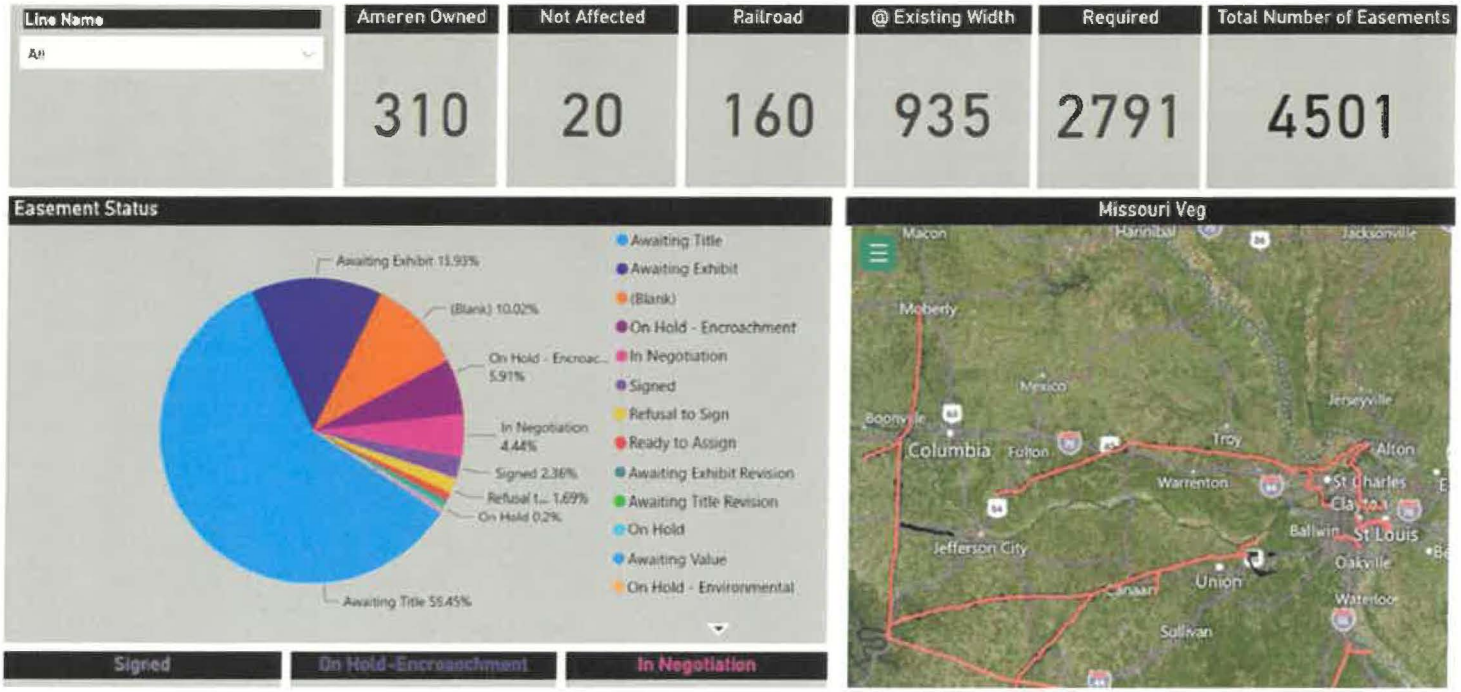
To help with this, Volkert employs ArcGIS Explorer on all personnel cell phones and provides it to the debris contractor for their use. ArcGIS Explorer is a mobile app by ESRI for Android, iOS, and Windows that delivers 24/7 access to a digital map created by Volkert's IT Department. It works everywhere, even in environments without Internet access, and precisely shows the user's location on the ground so the monitor and the contractor crews both know if they are still operating inside City's limits or have crossed the jurisdictional boundary. We can also coordinate with City's GIS Manager to include City roads and R/W in the maps, providing even more information to ensure only eligible debris is being removed for disposal. Included below are examples of how the Volkert Team plans to use this technology to help City should disaster strike.

- Database Design –
  Volkert's GIS team specializes in constructing SQL Server-based Enterprise geodatabases meticulously designed to handle project data efficiently. Our team will skillfully develop comprehensive schemas tailored to meet the City's specific attribute requirements. In addition, we incorporate attribute domains within the database schema, enhancing data integrity and ensuring rigorous QA/QC protocols during data input and editing. These attribute domains effectively restrict attribute values within tables or feature classes, empowering accurate and standardized data management practices.
- Field Apps Data Collection –
  Volkert's GIS team employs a comprehensive suite of cutting-edge ArcGIS Enterprise applications, leveraging the power of the ArcGIS ecosystem to ensure seamless access to field maps for efficient data collection and secure read-only field reviews. Volkert offers comprehensive client support and thorough training on utilizing ArcGIS Enterprise applications for optimal data collection efficiency. Moreover, we will provide City with a dedicated project support email address, enabling prompt assistance and troubleshooting throughout the entirety of the project.
- Web GIS Access –
  We go above and beyond to offer seamless web-based access to project data and relevant information through cutting-edge web GIS applications. These dynamic and interactive platforms foster real-time project collaboration, empowering stakeholders to collaborate effortlessly. These applications provide comprehensive project reviews with feature-rich content, enabling detailed analysis and informed decision-making. Moreover, our web GIS applications are equipped with a plethora of essential tools, including measurement, printing, querying, and other utilities, facilitating efficient project data navigation and enhancing overall usability.

- ArcGIS Dashboards –
  Volkert's GIS team extends exclusive client access to ArcGIS Dashboards, a robust platform tailored specifically for project management. Collaborating closely with City, we will meticulously determine the specific data that will be showcased within each dashboard module. This personalized approach will ensure that the displayed information aligns precisely with City's needs and objectives, empowering you with comprehensive project insights and streamlined data visualization.

- Map Products –
  Volkert's GIS team leverages the power of ArcGIS Data Driven Pages to efficiently generate map sheets for a wide range of project milestones and client-specific requirements. This robust capability enables our team to produce a significant volume of maps while ensuring rigorous quality control measures are maintained throughout the process. We provide clients with electronic and/or paper maps for various purposes, including access, environmental considerations, construction access, haul routes, acquisitions, and other specific map requests. This comprehensive approach will ensure City has convenient access to the necessary maps tailored to the unique project requirements.

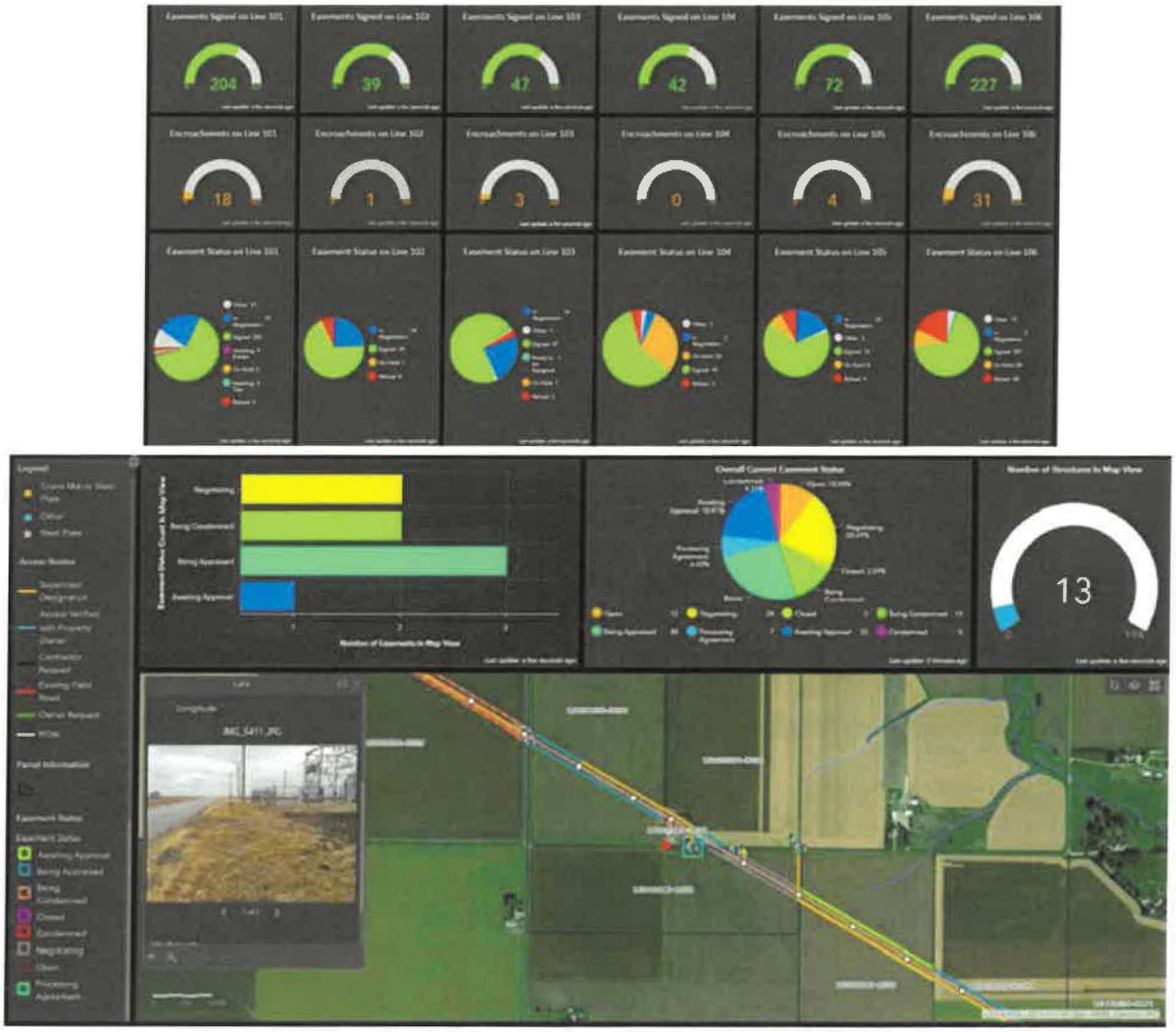
- Reporting/Communication –
  Volkert utilizes the Microsoft Office 365 platform, leveraging its robust features to enhance communication and collaboration. We use Microsoft Teams for seamless audio and video calls, virtual meetings, virtual training, and project updates. Additionally, we prioritize client requests by providing in-person meetings and training sessions when required. This personalized approach ensures we meet City's specific needs and preferences, fostering strong working relationships and effective knowledge transfer.



- QA/QC –
  Just as in our ADMS technical approach, Volkert's GIS team prides itself on implementing a comprehensive QA/QC approach across all of our projects. In our versioned Enterprise environment, we prioritize data accuracy and integrity before deploying it to our web applications.

  To maintain a stringent review process, each GIS analyst will be assigned their own version for editing, ensuring accountability and traceability throughout the workflow. These dedicated accounts also play a crucial role in database management and the publication of web services. We meticulously document and scrutinize all data for accuracy before importing it into our system or delivering it to our clients. By adhering to these rigorous standards, we guarantee the highest data quality within our GIS to provide City with reliable information.

- Deliverables –
  The Volkert Team will provide City with comprehensive deliverables after successfully completing projects. This will include delivering an ArcGIS Geodatabase, shapefiles, KMZ files, and/or CAD files encompassing all project data utilized in web GIS and field data collection applications. Furthermore, Volkert offers City read-only access to project web applications for a period of one year following the project completion date. This post-project access ensures you can continue leveraging valuable project insights and data for ongoing reference and analysis.

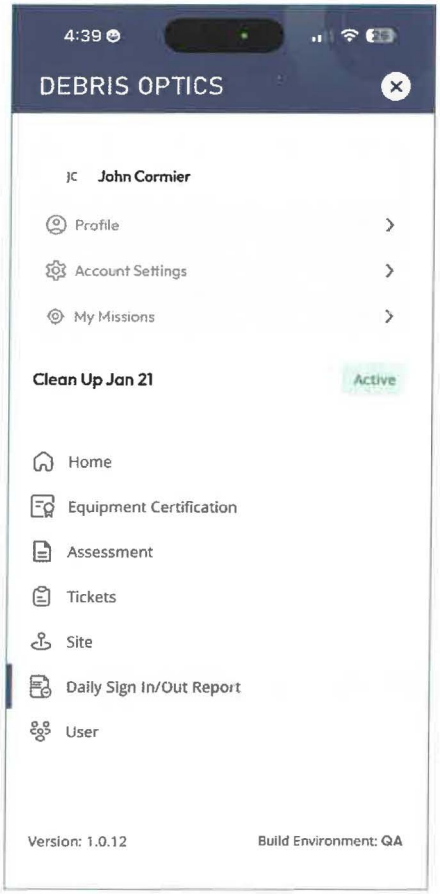


DATA MANAGEMENT SOFTWARE & REPORTING CAPABILITIES

Volkert's Automated Debris Management System (ADMS)

We will utilize our proprietary ADMS, Debris OpticsTM. Over the past two years, Volkert has invested into this next generation ADMS system. It seamlessly integrates new technology such as Artificial Intelligence (AI), Machine Learning, and Edge measuring technology to mitigate human errors in the documentation chain.

Volkert has dedicated significant resources to developing a state-of-the-art advanced ADMS, comprising robust web and mobile applications designed to enhance disaster recovery operations by eliminating fraud and waste while promoting efficiency. We are leveraging cutting-edge technologies such as AI, ArcGIS, Near Field Communication (NFC), Machine Learning, DYNAMIC QR codes and advanced data analytics. Volkert's ADMS delivers real-time, actionable insights for precise situational analysis. A key feature of the system is its mobile ticketing capability, which operates independently of cellular connectivity, ensuring seamless data transfer from collection to disposal sites in even the most challenging environments.



Volkert's ADMS

Volkert's established and state of-the-art application meets and exceeds all FEMA/USACE requirements for an ADMS application.

Operational Efficiency and Reporting

The ADMS enhances project management through operational mapping, enabling Project Managers to schedule and oversee tasks with exceptional accuracy and efficiency. The system includes pre-configured reports that provide critical project data, organized by essential parameters such as date range, pay item, disposal site, jurisdiction, contractor, and funding agency. These reports detail quantities, costs, graphical chart representations, and project totals, streamlining invoicing processes while improving accuracy. Additionally, the ADMS facilitates tracking payment approvals and their impact on Project Worksheets and contracts, ensuring clients maintain proper funding alignment.

Environmental and Regulatory Compliance

Volkert's ADMS supports comprehensive environmental assessments by integrating aerial Pictometry and Lidar to evaluate potential disposal sites. The system links all relevant site records—such as plans, permits, and close-out documents—to an interactive map, enabling efficient management of documentation. Our team utilizes the ADMS to conduct initial environmental assessments of Debris Management Site (DMS) locations, producing memoranda that address environmental considerations under the National Environmental Policy Act (NEPA) and Project Development and Environment (PD&E) processes. The system also provides recommendations for best management practices to minimize impacts on regulated resources. When regulated resources are present near proposed debris staging areas, Volkert coordinates with regulatory agencies to secure concurrence on site usage, reducing or eliminating permitting requirements.

Volkert's Automated Debris Management System (ADMS) (Continued)

Comprehensive Debris Management Capabilities

Debris Optics serves as the backbone of our emergency debris management operations, seamlessly integrating people, processes, and technology across all phases of debris removal monitoring. The system supports electronic ticketing, contractor personnel and equipment credentialing, GPS tracking, mobile command center operations, remote satellite and internet communications, contract documentation, and detailed reporting. It also incorporates specialized modules for Leaners, Hangers, Stumps, Detailed Damage Inspection Reports (DDIRs), and FEMA Project Worksheets (PWs), ensuring compliance with FEMA and U.S. Army Corps of Engineers (USACE) requirements.

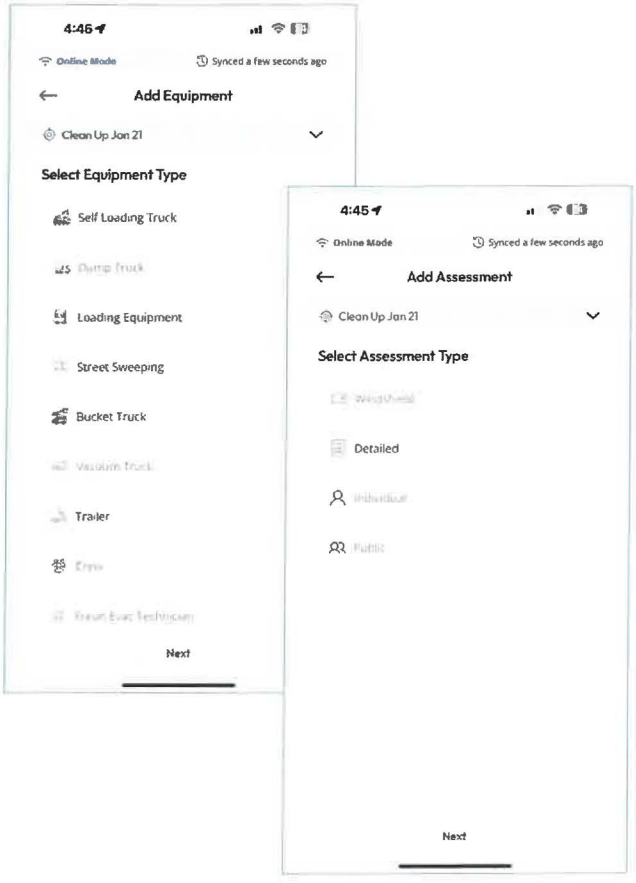
Advanced Technology and Security

Built on the latest database and ArcGIS technologies and deploying live AI, Volkert's ADMS employs secure servers and mobile data management to deliver reliable performance. The system includes robust security features to prevent fraud, such as real-time validation and discrepancy detection. For instance, the Truck Certification module recalculates vehicle volumes to verify manual measurements, immediately flagging discrepancies to field supervisors, contractors, and project managers for resolution.

Real-Time Accessibility and Reporting

Volkert's ADMS provides instant visibility into debris operations. Users can view detailed load ticket information, pictures logs including disposal site data, and generate daily or cumulative reports on load tickets and debris quantities. This system will also live dashboards with live quantities and project cost. This real-time access empowers clients, such as the City of Destin, with the data needed to make informed decisions quickly and effectively.

Volkert's ADMS represents a pinnacle of innovation, reliability, and compliance, enabling our team to deliver exceptional debris management services. By bridging advanced technology with operational expertise, the system ensures efficient, transparent, and compliant disaster recovery operations for clients across the Southeast Region.





TRANSITION PLAN

Mobilization Timeline

We have included our Mobilization Timeline earlier in this section on pgs. 23 - 25 for your review.

Staffing Onboarding & Training

Volkert's approach to debris monitoring is solid and straightforward... in other words, we don't get cute with it. We work this way for one very simple reason; it's your money and your future federal grant reimbursement we're managing.

Volkert's solid approach to debris monitoring and management operations starts with training, both with our leadership and management personnel and also our debris monitoring cadre.

Trained and Experienced Personnel

We take great pride in our personnel and the experience they bring to a debris operation. Each understands the importance and significance of disaster debris and how it impacts a community following an event. They have not simply worked disasters; they've lived through them as well. Our key Team members bring to an operation experience gained at all levels of government; Federal, State, and Local. They have performed operations and provided services all over the country while representing FEMA, states, counties, and cities in varying positions and capacities.

Monitor Training Program

The single most important individual in a debris operation is the Debris Monitor; after all, this is the individual in whom a jurisdiction places its future Federal and/or state reimbursement funding. Yet most times this is the individual with the least amount of training in a debris operation. As stated, Volkert puts all new monitors through an extensive training program before putting them out into the community; a training program that is second to none. All personnel are fully trained on the role they will perform in the debris operation. Our training is a 4-6 hour session where we not only train every user on the ADMS itself, we train them on the specifics of debris monitoring. In other words, we don't simply train the "how", we also train the "why"; and by training our monitors on the "why" they are better prepared to understand the "how".

Volkert's internal monitor training program is conducted within the ADMS app that is downloaded onto each monitor's personal device (cell phone, tablet, etc.). We walk each person through the training while they are using their device, through the training for the role they will perform in the operation. The four typical roles are: Truck Certifier, Haul Monitor, Tower Monitor, and Cut Monitor. Located in the Appendix section are the written training instructions for the first three roles; the written instructions for the Cut Monitor role is currently being updated due to changes made in response to FEMA Region IV's recent leaner and hanger cut eligibility review requirements and can be provided to TxDOT upon completion.



ADMS System Setup

Upon contract activation we will immediately deploy to the jobsite and begin setting up our ADMS system. To set up tablets for an ADMS, we must start with preparation. First we need to inventory rugged tablets and confirm FEMA and city requirements. Second, we need to gather contract data (contractor IDs, rates, zones) in a vendor-specified format (e.g., CSV). Third, we must configure hardware by updating the OS and enabling encryption for security and remote management. Next, we install the ADMS app via MDM, configure settings (user profiles, FEMA-compliant fields, GPS, offline mode), and import contracts to link debris entries to contractor records. Finally, we test functionality on a pilot device to ensure accurate data sync and contract integration.

To set up city communications, we must first configure WiFi/cellular with WPA3 and VPN and integrate with city GIS (e.g., ESRI ArcGIS), dispatch, and reporting systems using secure APIs. Second, we test end-to-end workflows, including debris logging, photo capture, and contract cost tracking, ensuring FEMA compliance. Third, we deploy tablets to field crews contract selection, and troubleshooting. Finally, we work to maintain the system with monthly updates, MDM monitoring, and daily audits.

Demobilization Process

Upon completion of debris monitoring and collection activities, the demobilization process begins with a systematic scale-down of field operations. This involves conducting a final site inspection using ADMS tablets to verify all debris sites are cleared, documented, and compliant with FEMA standards, including geotagged photos and volume confirmations. Field crews will then return equipment and tablets to the central staging area, where devices are wiped of sensitive data and inventoried for maintenance or redeployment. Crew assignments will be reduced progressively over 1-2 weeks, with remaining personnel focused on data validation and minor administrative tasks. All temporary infrastructure, such as command posts or WiFi hotspots, will be dismantled and returned, ensuring minimal environmental impact and adherence to City safety protocols.

A critical component of demobilization is turning over the final FEMA packages, which requires compiling all ADMS-generated reports into a comprehensive submission. This includes aggregated debris volumes, contractor-linked records (e.g., from loaded contracts), cost breakdowns, and audit trails for verification. The package will be exported from the ADMS platform in FEMA-compliant formats (e.g., PDF or XML) and reviewed by the project manager for accuracy before submission to the city's emergency management office and FEMA's Public Assistance portal. Coordination with contractors ensures any discrepancies in invoicing—such as final volume certifications tied to contract rates—are resolved promptly. Invoicing will be processed through the city's financial system, cross-referencing ADMS data against contracts to generate payment requests.

Project closeout concludes with a formal debrief and documentation handover to ensure lessons learned are captured for future operations. This includes archiving all ADMS data in a secure city repository for the required 10-year FEMA retention period, conducting a post-mortem meeting with stakeholders to evaluate efficiency (e.g., ADMS sync rates, contract integration issues), and updating inventory records for tablets Final invoicing payments will be reconciled, and any outstanding claims settled, followed by a closeout report submitted to city leadership. This phase, spanning 1-2 weeks, marks the official end of the project, allowing resources to transition to routine municipal duties while maintaining readiness for future events.



INNOVATIVE TECHNOLOGY SOLUTIONS

We believe that through this portion of our proposal we have not simply described how debris monitoring operations should be conducted but have also provided specific insights into those operations. While no two operations are ever absolutely alike, we have outlined how Volkert approaches a generic debris assignment, and with that outline and subsequent discussion, we also provided specific information – the idiosyncrasies of monitoring – that are gained not only through actually monitoring contractor debris operations but also through our years of involvement and hundreds of personnel deployments directly with FEMA.

Volkert's approach to debris monitoring is solid and straightforward... in other words, we don't get cute with it. We work this way for one very simple reason; it's your money and your future federal grant reimbursement we're managing. Our solid approach to debris monitoring and management operations includes several specific features, many of which we have already addressed, but we would like to highlight them as they are "important operational elements" and also serve as solid principles and best practices.

- **Trained and Experienced Personnel** – We take great pride in our personnel and the experience they bring to a debris operation. Each understands the importance and significance of disaster debris and how it impacts a community following an event. They have not simply worked disasters; they've lived through them as well. Our key team members bring to an operation experience gained at all levels of government; Federal, state, and local. They have performed operations and provided services all over the country while representing FEMA, DOTs, states, counties, and cities in varying positions and capacities.
- **Monitors Hired Locally** – Volkert will hire most personnel used in its monitoring force from the local area, from within and around the surrounding area, and train them with what we believe is the most comprehensive debris monitoring training program in the industry. This method promotes a steady and reliable workforce that:
  - Comes from the local economy;
  - Is already familiar with the local area;
  - Is committed to doing the best job possible for their family, their neighbors, and their community;
  - Returns more of the operation's funds back into the community; and
  - When warranted and proven, allows local personnel to move into supervisory positions.

When the need arises to replace monitors or augment our numbers, this is much more quickly accomplished with local individuals rather than by importing personnel from out of the area.



- **Regularly Reassigning Monitors –** Monitors spend an extraordinary amount of time with the contractor crews they are assigned to, and occasionally they become too accustomed to each other. If this happens, the possibly of subpar operations and data is a real possibility, even including the potential for manipulations.

  To help alleviate this, Volkert reassigns monitors every 3-4 days to help reduce the chance a contractor and a monitor become too familiar or complacent with each other. We've found this keeps our monitors sharper and more focused while performing their duties and promotes a more professional and responsible operation.

- **Monitor Training Program –** The single most important individual in a debris operation is the debris monitor; after all, this is the individual in whom a jurisdiction places its future Federal and/or state reimbursement funding. Yet most times this is the individual with the least amount of training in a debris operation. As stated, Volkert puts all new monitors through an extensive training program before putting them out into the community; a training program that is second to none. All personnel are fully trained on the role they will perform in the debris operation. Our training is a 4-6 hour session where we not only train every user on the ADMS itself, we train them on the specifics of debris monitoring.

- **Removal of White Goods and E-Waste –** Each debris stream in a debris hauler's contract is only available to them for collection if the client authorizes it as part of a specific debris operation. However, there are two debris streams that we believe should not be authorized immediately - white goods and e-waste - thus Volkert would advise the Region to consider not immediately authorizing these two types of debris for collection.

  Both debris types are typically in high demand in the private sector and thus will "grow legs and walk away" as scavengers remove much of them after being placed curbside. By not authorizing the contractor to immediately begin a white goods and/or e-waste operation, each City region could realize a potentially significant savings simply by allowing the scavengers to remove these items for you.

- **Dashcam Video –** Volkert has begun using dashcam video to document certain aspects of the debris operation. One example is utilizing it to document the final pass, especially in more urban areas. In instances where clients received calls or emails from residents claiming their debris was not removed during final pass and before debris operations ceased, the dashcam video provided the evidence the client needed in order to show that it was.



Debris Monitor Training

SAMPLE CERTIFICATE OF INSURANCE

Our sample certificate below includes proof of both workman's compensation and professional liability insurance.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co of Pittsburg — 19445 INSURER B : Everest National Insurance Company — 10120 INSURER C : New Hampshire Insurance Company — 23841 INSURER D : Allied World Surplus Lines Insurance Co — 24319 INSURER E : Endurance American Specialty Ins Co — 41718 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 701325697 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC067961222	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab Incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

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

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Volkert, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 7434

Requester's name and address (optional)

6 City, state, and ZIP code
Mobile, AL 36670

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 3 - 0 2 4 7 0 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Paula Beasley Date ▶ 7/22/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

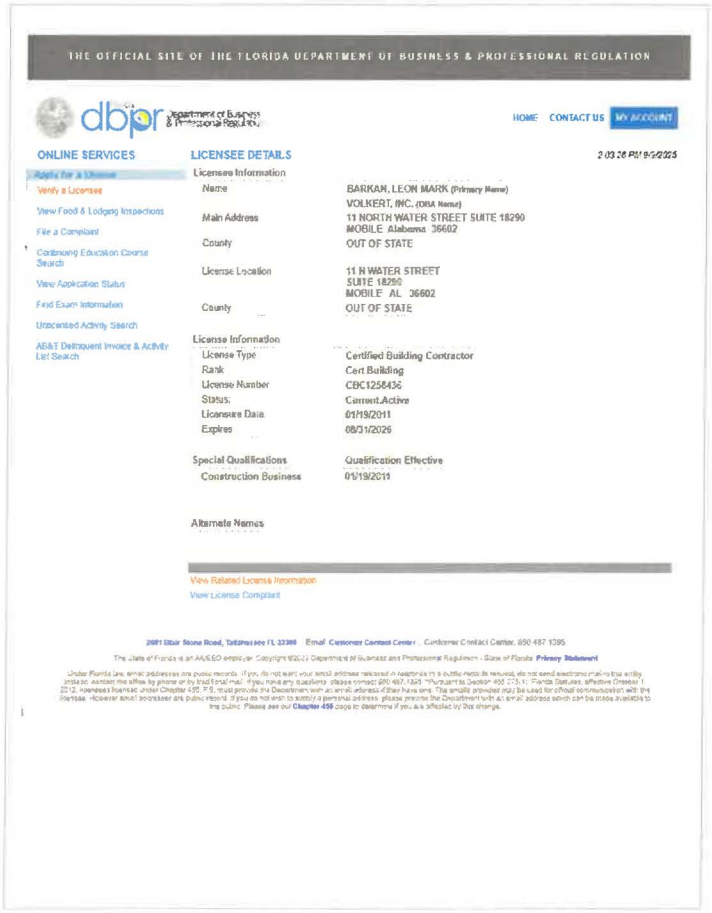
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

COPY OF STATE & CITY LICENSES

Volkert does not have an office in Okaloosa County, FL or in the City of Destin, FL. Volkert's Florida locations include offices in the cities of Chipley, Gainesville, Gulf Breeze, Jacksonville, Maitland, Miami, Panama City Beach, Pensacola, Pinellas Park, Port Charlotte, Sunrise, Tallahassee, and Tampa.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:03:26 PM 9/9/2025

Licensee Information

Name	BARKAN, LEON MARK (Primary Name)
	VOLKERT, INC. (DBA Name)
Main Address	11 NORTH WATER STREET SUITE 18290 MOBILE Alabama 36602
County	OUT OF STATE
License Location	11 N WATER STREET SUITE 18290 MOBILE AL 36602
County	OUT OF STATE

License Information

License Type	Certified Building Contractor
Rank	Cert Building
License Number	CBC1258436
Status:	Current,Active
Licensure Date	01/19/2011
Expires	08/31/2026

Special Qualifications	Qualification Effective
Construction Business	01/19/2011

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 Email: Customer Contact Center Customer Contact Center: 850 487 1395

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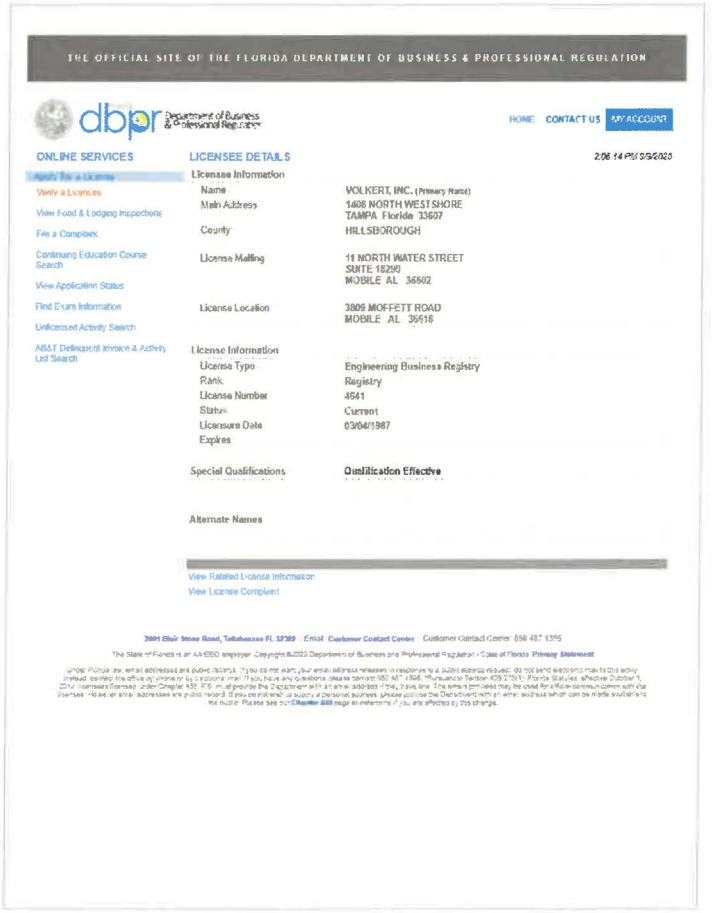
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The email address provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:06:14 PM 9/9/2025

Licensee Information

Name	VOLKERT, INC. (Primary Name)
Main Address	1408 NORTH WESTSHORE TAMPA Florida 33607
County	HILLSBOROUGH
License Mailing	11 NORTH WATER STREET SUITE 18290 MOBILE AL 36602
License Location	3809 MOFFETT ROAD MOBILE AL 36618

License Information

License Type	Engineering Business Registry
Rank	Registry
License Number	4641
Status	Current
Licensure Date	03/04/1987
Expires	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

3809 Blair Stone Road, Tallahassee FL 32399 Email: Customer Contact Center Customer Contact Center: 850 487 1395

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RESUMES

John Lopez

Project Manager



Summary of Experience/Knowledge:

John Lopez has provided over 21 years of direction and guidance in the review of all aspects of disaster recovery operations and corresponding expenses, along with providing management oversight to teams performing debris removal operations and handling emergency protective costs, pursuing FEMA Public Assistance eligibility and FHWA Emergency Repair Program benefits for clients and performing related insurance review. His extensive experience includes emergency operations for pre- and post-hurricanes (including some of the most significant responses in history), ice storms, flooding, and health pandemics such as COVID-19 and the Avian Bird Flu.

Mr. Lopez has extensive experience with comprehensive project oversight of a debris removal operation, including identifying and tracking debris, ensuring proper loading, staging, and disposal at designated sites, verifying compliance with environmental regulations, and maintaining accurate documentation throughout the process, FDOT asked Mr. Lopez to be part of a first response team deployed to Tennessee to assist the Tennessee department of transportation design a scope of work and begin debris removal operations. Currently, he is overseeing an estimated $200M water cleanup of the Nolichucky River in Eastern Tennessee.

Years of Experience:
21 (2 with Volkert)

Certification/Training:

CTQP - QC Manager

OSHA 500

FDOT Intermediate Temporary Traffic Control (2/2023)

FDOT Intermediate Maintenance of Traffic (7/2027)

USACE - CQM Manager

ATTSA Traffic Control Supervisor (05/2026)

ATTSA Traffic Control Technician

FEMA:
IS - 100
IS - 200
IS - 630
IS - 631
IS - 632
IS - 700
IS - 800
IS - E 202

Relevant Project Experience:

2025 Hurricane Helene | Tennessee Emergency Management Agency (TEMA)
Role: Debris Manager

Mr. Lopez is managing debris monitoring efforts for the TEMA in eastern TN located on the Nolichucky River, encompassing two counties and 80 miles of river system. He works closely with local and state officials to coordinate efforts related to debris removal of, hazardous waste, vehicles, vessels, C&D and vegetation. John currently oversees five Field Supervisors and over 30 Field Monitors. His team worked closely with state officials for live reporting of contractor progress and planning.

2024 Hurricane Helene | Tennessee Department of Transportation (TDOT) Region 3
Role: Project Manager

Mr. Lopez served as project manager over debris monitoring efforts for TDOT Region 3 in Unicoi and Washington Counties. He worked closely with TDOT, TDEQ, FEMA, and local officials to coordinate efforts related to right of way debris removal along state and county routes and bridges. John had direct oversight of 6 Field Supervisors and over 40 Field Monitors. His team worked closely with the debris removal contractor to create a plan to remove over 250,000 CY of material.

2023 Hurricane Helene | Florida Department of Transportation (FDOT) District 2
Role: Project Manager

Mr. Lopez served as project manager following Hurricane Helene and led the debris clean-up initiatives for District 2. He managed 25 debris supervisors and 110 field monitors and was responsible for over 500 truck certifications and the proper documentation for removing 2.1 million CY of debris. Mr. Lopez helped coordinate recovery efforts between multiple stakeholders and was the lead consultant to the state and district debris managers. He ensured the quality assurance plan was followed and all documentation was digitized and submitted to the client for reimbursement.

Austin Conrad

QA/QC | Safety Manager



Summary of Experience/Knowledge:

Mr. Conrad brings 15 years of experience to Volkert, having served in safety roles with several companies. He earned a bachelor's degree in occupational safety and health from Murray State University in Kentucky, and is a Certified Safety Professional, Safety Trained Supervisor in Construction, Safety Certification for Transportation Project Professionals, OSHA 10 and 30 Instructor, CPR/First Aid/AED Instructor, and confined space entry and rescue.

Relevant Project Experience:

Policies and Procedures

Role: Health and Safety Director

Mr. Conrad's primary responsibilities include implementation of Volkert's Health and Safety Plan. All work activities on the project are monitored to ensure compliance with the contract plans and specifications.

Direct Office and Field Responsibility for Project Management

Mr. Conrad also coordinates efforts between engineering firms; architectural firms; design consultants; mechanical, electrical, structural, and plumbing consultants; and general contractors. He ensures compliance with local, state, and federal prescribed building codes and regulations from project's startup through commissioning. Mr. Conrad has a successful history of planning, organizing, managing, inspecting, implementing and documenting complete construction/program management for complex construction projects.

Provides Health and Safety Management and Supervising

Mr. Conrad manages project safety teams of on-site personnel, regional, and corporate levels on construction, general industry, and disaster relief and recovery projects across North America. He also manages radiation inspections and testing services, respiratory protection, and environmental water testing and monitoring.

Provides Health and Safety Management, Inspection, and Reporting

Mr. Conrad manages jobsite observations and inspections identifying and mitigating health, safety and environmental hazards. He develops reports for all levels of safety risk management, jobsite inspections, analysis reports for tracking/trending all on mobile applications.

Years of Experience:

15 (5 with Volkert)

Education:

B.S., Occupational Safety and Health, Murray State University, 2010

Certification/Training:

Certified Safety Professional (CSP) #CSP-33468

Safety Trained Supervisor Construction (STS-C) #STSC-20876

Safety Certification for Transportation Project Professionals (SCTTP) #12450643

FEMA Training:
National Incident Command ICS 100 and 200 Level Certification

Don Day

Operations Manager

Summary of Experience/Knowledge:

Mr. Day has extensive experience assisting clients with the Federal High Administration (FHWA) Emergency Relief. He has served as Operations Manager for Hurricane Hermine and Hurricane Harvey in Corpus Christie, Texas, and Project Manager for Hurricane Laura in Louisiana.

Relevant Project Experience:

Natural Disaster Monitoring (Response to Hurricane Ida), Louisiana Department of Transportation and Development (LADOTD)

Role: Contract Monitor Manager

Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Mr. Day was responsible for mobilizing, training, deploying, and supervising 18 project supervisors and 110 field monitors. Mr. Day managed and coordinated contractor efforts to clear 2,600 miles of state roads, overseeing the operation of 12 temporary debris management sites and documenting over two million cubic yards of debris removed from the state right of way. Mr. Day worked daily with the state and district debris managers to help coordinate disaster response activities from multiple agencies.

Natural Disaster Monitoring (Response to 2020 Hurricanes), (LADOTD) District 7

Role: Project Manager

Following the devastating Hurricane Laura, Mr. Day supervised over 100 employees while managing the removal of over two million cubic yards of debris from five affected parishes within District 7. To complete this project, he oversaw the certification of over 450 hauling units, established 21 debris disposal sites, supervised the removal of beach sand and restoration of approximately four miles of affected roadway and beach frontage, and ensured the proper disposal of numerous storm-damaged vessels.

Construction Engineering and Inspection (CEI) Services for Natural Disaster Monitoring (Response to 2018 Hurricane Michael), (FDOT) District | Jackson County, FL

Role: Operations and Debris Manager

Hurricane Michael struck the Louisiana coast with Category 5 strength winds. Mr. Day, was responsible for coordinating efforts between FDOT and local governments. He mobilized, trained, deployed, and supervised 35 project supervisors and 400 field monitors. Under Mr. Day's direction, Metric completed over 2,000 truck certifications and oversaw 25,000 hazardous trees removed from FDOT right of way.

CEI Services for Natural Disaster Monitoring (Response to 2017 Hurricane Irma), (FDOT) District 5

Role: Debris Manager

Hurricane Irma struck the Florida coast with Category 4 strength winds. Mr. Day, as Debris Manager, was responsible for performing damage assessments; guiding Cut and Toss crews; training monitors; setting up disposal sites; tracking and verifying eligible stumps for removal, leaner and hanger operations; right of way vegetative debris collection; and monitoring the progress and completion of recovering operations. Mr. Day managed five supervisors and 25 field monitors.

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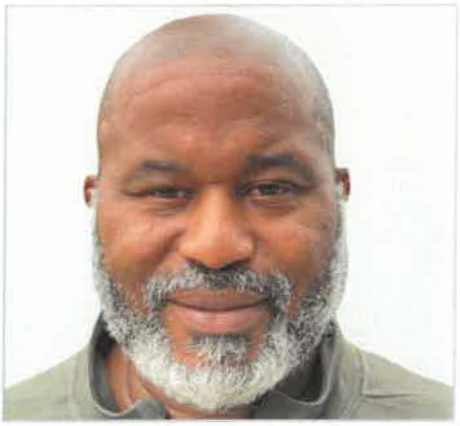
Years of Experience:
40 (2 with Volkert)

Education:
A.A., Community College of the Air Force
A.S., Mississippi Gulf Coast Community College

Certification/Training:
CTQP QC Manager
FEMA IS-00100.A
FEMA IS-00200.A
FEMA IS-00700.A
FDOT Temporary Traffic Control Intermediate
ATSSA Traffic Control Supervisor - LA (05/2026)
ATSSA Traffic Control Technician
XACTIMATE Fundamentals/Proficiency Training

Darryl Dunbar

Operations Manager



Summary of Experience/Knowledge:

Darryl Dunbar possesses a wide range of debris operations experience. He has served as a PA Specialist and has managed disaster debris operations, construction engineering and inspection (CE&I) services, and facilities maintenance. He was a Construction Manager for the PDMG Grants Specialist Program on DR-4332-TX (Hurricane Harvey) in 2018. He also served as a Project Manager for the Ouachita Parish, Louisiana, debris monitoring operation in early 2016. Before that, he served as a Debris Field Supervisor and Assistant Operations Manager in South Carolina following the severe winter storm of 2014. While the Ouachita Parish operation involved mostly mixed/C&D debris, in South Carolina, he oversaw all operations in Edgefield County, including identifying leaners and hangers for removal, overseeing the cut-and-drop activities, managing the load 'n' haul operations, and was responsible for 50 monitors. He has extensive demolition and private property debris removal experience from the 2011 tornadoes in Alabama. Darryl served as a Debris Field Supervisor during debris operations in the Pratt City area of Birmingham, Alabama, following the Spring Tornado disaster that devastated the area in 2011. He was quickly identified for promotion from Debris Monitor to Field Supervisor and later to Project Manager due to his quickly grasping of debris operational elements and concepts and his meticulous attention to detail. During the operation, he oversaw the actions of 25 debris monitors during right- of-way debris removal, private property debris removal, and private property demolition activities.

Relevant Project Experience:

FEMA DR-4734-FL (2023 Hurricane Idalia), Florida Department of Transportation (FDOT) | District 2

Role: Operations Manager

This project involved debris monitoring operations for the FDOT District 2 (Various Counties) resulting from Hurricane Idalia's impacts in August 2023. Responsibilities included supervising all monitors on cut trucks, debris haul trucks, and state roads. Darryl also helped supervise the Debris Management Site (DMS).

FEMA DR-4673-FL (2022 Hurricane Ian), Florida Department of Transportation (FDOT) | District 1

Role: Project Manager

This project involved debris monitoring operations for the FDOT District 1 (Charlotte County) resulting from Hurricane Ian's impacts in September 2022. Responsibilities included supervising all monitors on cut trucks, debris haul trucks, and state roads. Darryl also helped supervise the DMS.

2022 EF-3 Arabi Tornado (Not Declared) | St. Bernard Parish, LA

Role: Project Manager

This project involved debris monitoring operations for St. Bernard Parish. Responsibilities included managing all field operations and activities of monitor supervisors and haul monitors; supervising haul truck capacity certification and scoring load quantities at DMS tower; overseeing all day-to-day operations; and communicating with contractor and Parish representatives to ensure a smooth and fully documented project.

Years of Experience:

23 (12 with Volkert)

Education:

Coursework in Instructional Technology, Alabama A&M University, 1999-2002

Certification/Training:

IS-01000 PA Program and Eligibility
IS-01001 The PA Delivery Model
IS-01003 The Exploratory Call, the Damage Inventory, and the Recovery Scoping Meeting
IS-01007 Detailed Damage Description and Dimensions
IS-01018 Determination Memorandums and Appeals
Introduction to Debris Operations
IS-100 Introduction to the Incident Command System
IS-200 ICS for Single Resources and Initial Action Incidents
IS-01000 PA Program and Eligibility
IS-01001 The PA Delivery Model
IS-01003 The Exploratory Call, the Damage Inventory, and the Recovery Scoping Meeting

Dale Johnson

Operations Manager

Summary of Experience/Knowledge:

Mr. Johnson has 25 years of construction inspection experience in Pennsylvania, working on Pennsylvania Turnpike (PA Turnpike) and Pennsylvania Department of Transportation (PennDOT) contracts. Additionally, Mr. Johnson has eight years of experience working with the Public Assistance (PA) and Debris Management Programs.

Relevant Project Experience:

Natural Disaster Monitoring (Response to Hurricane Ida), LADOTD District 2

Role: Debris Supervisor

Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Mr. Johnson, as Debris Supervisor, managed right of way debris operations in Lafourche and Terrebonne Parishes. Mr. Johnson's responsibilities included coordinating with the LA DOTD project manager daily and relayed information and guidance to other supervisors; coordinating with the prime consultant and first-tier subs daily to ensure monitors covered all operations; ensuring proper and accurate documentation by monitors were performed; conducting sign in and safety meetings every morning before operations; ensuring that the contractor performed operations within LA DOTD and FEMA guidelines; assisting with truck certifications when needed; and performing numerous assessments and quantification of debris fields throughout the district to include, stumps, hanger/leaners, vegetative, construction and demolition (C&D), and commercial debris.

Construction Engineering and Inspection (CEI) Services for Natural Disaster Monitoring (Response to 2018 Hurricane Michael), Jackson County, FL, Florida Department of Transportation (FDOT) District 3

Role: Operations Manager

Mr. Johnson's responsibilities included overseeing right of way debris operations to ensure contract obligations were met and guidelines were adhered to; communicating daily with the prime contractor to aid with utilization of required assets; determining FEMA eligibility for multiple debris fields (vegetation/C&D); overseeing a team of supervisors, leads, and monitors to ensure accurate and complete documentation was provided; and performing truck certifications on haul trucks to compute capacity.

Natural Disaster Monitoring (Hurricane Irma DR-4337), Florida Department of Environmental Protection (FDEP)

Role: Debris Supervisor

Mr. Johnson's responsibilities included supervising waterway debris monitors in Putnam, Clay, and St. John's counties along the St. John's River; training monitors for debris monitoring operations, including removal, extraction, and tower procedures along with the use of ADM system for recording operations; coordinating daily activities with the contractor to monitor needs and contract obligations; certifying barges and trucks; and overseeing dune restoration for FDEP at various parks along the Atlantic Ocean in St. John's County, Florida.

Years of Experience:

25 (2 with Volkert)

Certification/Training:

CTQP - QC Manager
FDOT Temporary Traffic Control Intermediate
ATSSA Traffic Control Supervisor - LA (5/2026)
ATSSA Traffic Control Technician-LA
FEMA IS-00100.A
FEMA IS-00200.A
FEMA IS-00632
FEMA IS-00634
FEMA IS-00700.A
FEMA IS-01001
FEMA IS-01003
FEMA IS-01007
FEMA IS-01018

Ariel Wilson

Field Supervisor



Summary of Experience/Knowledge:

With 24 years of experience as a Regional Director and Project Manager in construction and restoration, commercial and residential mitigation, and reconstruction, Ariel is highly skilled at managing and mobilizing teams for projects in response to critical situations. He has a proven track record of successfully overseeing complex projects, managing 15-20 project managers, and handling 20 to 100 projects concurrently.

In addition, his expertise using Xactimate helps ensure accurate and efficient project planning and budgeting. His track record demonstrates his abilities in time management, team coordination, and effective communication, all of which are crucial aspects of successful project management. Ariel's strategic leadership and meticulous attention to detail have consistently ensured project success and exceeded client expectations.

Career Highlights:

- **Managed and mobilized teams for projects in response to wildfires in CO and CA**
- **Provided estimating and reconstruction after every major hurricane since Katrina**
- **Led housing initiative in Boston, overseeing 21,000 homes**

Relevant Project Experience:

Veterans Affairs (VA) Hospital | Austin, TX
Role: Project Manager
Completed ahead of schedule and under budget. 3.1M

Fairmont Hotel | Austin, TX
Role: Project Manager
Completed ahead of schedule and under budget. 35.2M

Mission St. James Apartments | Austin, TX
Role: Project Manager
Completed ahead of schedule and under budget. 9.1M

USO Steel | Dekalb, IL
Role: Project Manager
Completed ahead of schedule and under budget. 5.6M

Mississippi River Museum | Dubuque, IA
Role: Project Manager
Completed ahead of schedule and under budget. 2.4M

Microtel Hotel | Salt Lake City, UT
Role: Project Manager
Completed ahead of schedule and under budget. 9.6M

Detroit Zoo | Detroit, MI
Role: Project Manager
Completed ahead of schedule and under budget. 2.6M

Walmart Distribution Center | Utah
Role: Project Manager
Completed ahead of schedule and under budget. 9.7M

Years of Experience:

24 (1 with Volkert)

Education:

Dixie State University, 2012

University of Phoenix, 2009

Salt Lake Community College, 2006

Certification/Training:

OSHA30-Hour
Level 3 Xactimate Certification
Certified Home Inspector
Texas All-Lines License
Utah Adjusting License
Flare Camera Certified
General Contractors License
American Drying Institute

Michael Diette

Field Supervisor

Summary of Experience/Knowledge:

Mr. Diette has 18 years of experience as a Monitor Supervisor and joined Metric during the response to Hurricane Michael for FDOT District 3 in 2018. As a team leader, Mr. Diette specifically tagged and measured debris haul vehicles, trained new hires, and supervised the training of crews for leaners and hangers. He is a debris supervisor for work with the Louisiana Department of Transportation and Development (LA DOTD).

Relevant Project Experience:

Natural Disaster Monitoring (Response to Hurricane Ida), LADOTD District 2
Role: Debris Supervisor
Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Mr. Diette was deployed and served as Debris Supervisor, responsible for Contractor Truck certification, including measuring total hauling capacity, verifying calculations, and verifying the contractor has the required documentation to operate on state roads legally and that equipment meets the minimum requirements of the contract. He oversaw the certification of 452 haul units and 91 pieces of debris removal equipment. Mr. Diette also supervised the team overseeing video clearance of over 1,773 miles of roadway.

Natural Disaster Monitoring (Response to 2020 Hurricane Delta), Louisiana Department of Transportation and Development (LA DOTD) District 7
Role: Debris Supervisor
Hurricane Delta struck the Louisiana coast with Category 2 strength winds. As a Debris Supervisor, Mr. Diette was responsible for training monitors in truck certification, ensuring proper field monitoring, tower monitoring, and field supervising, conducting operational and safety briefings, and supervising monitoring staff during recovery efforts in all parishes of District 7.

Natural Disaster Monitoring (Response to 2017 Hurricane Laura), Louisiana Department of Transportation and Development (LA DOTD) District 7
Role: Debris Supervisor
Mr. Diette supervised right of way debris operations in District 7, including Allen, Beauregard, Calcasieu, Cameron, and Jeff Davis Parishes. Mr. Diette's additional responsibilities included coordinating with the project manager daily and relaying information and guidance to other supervisors; coordinating with prime and first-tier subs daily to ensure that monitors covered all operations; ensuring proper and accurate documentation by monitors was performed; conducting sign-in and safety meetings every morning prior to operations; ensuring the contractor performed operations within LA DOTD and FEMA guidelines; assisting with truck certifications when needed; and performing numerous assessments and quantification of debris fields throughout the district to include, stumps, hanger/leaners, vegetative, construction and demolition (C&D), and commercial debris.

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Years of Experience:
18 years

Education:
A.S., Computer Network

Certification/Training:
ATSSA Traffic Control Supervisor - LA (5/2026)
ATSSA Traffic Control Technician-LA

Dannis Jones

Field Supervisor

Summary of Experience/Knowledge:

Mr. Jones has six years of experience as a Monitor and Debris Supervisor with a successful background in debris management site (DMS) monitoring and overall supervision of debris pick up crews.

Relevant Project Experience:

Debris Monitoring and Management (Response to Hurricane Ida), Louisiana Department of Transportation and Development (LA DOTD)
Role: Lead Supervisor
When Hurricane Ida struck the Louisiana coast with Category 4 strength winds, Mr. Jones was deployed as Lead Supervisor to Jefferson Parish in District 2. He implemented an automated debris management system (ADMS) for debris removal and was responsible for oversight of household hazardous waste and the removal of over 200,000 cubic yards of debris. He was also responsible for the daily activities of over 20 monitors and three DMS sites.

Debris Monitoring and Management (Response to Hurricane Laura), Louisiana Department of Transportation and Development (LA DOTD)
Role: Debris Monitor Supervisor
As Debris Supervisor, responsibilities included supervising right-of-way debris operations in District 7 including Allen, Beauregard, Calcasieu, Cameron, and Jeff Davis Parishes; coordinating with the Project Manager daily and relaying information and guidance to other supervisors; coordinating with the prime and first tier subs daily to ensure that all operations were covered by monitors; ensuring proper and accurate documentation by monitors were performed; conducting sign in and safety meetings every morning prior to operations; ensuring that the contractor performed operations within LA DOTD and FEMA guidelines; assisting with truck certifications when needed; performing numerous assessments and quantification of debris fields throughout the district to include, stumps, hanger/leaners, vegetative, construction and demolition (C&D), and commercial debris.

Years of Experience:
6 years

Certification/Training:
FDOT Temporary Traffic Control Intermediate

ATSSA Traffic Control Supervisor – LA (05/2026)

ATSSA Traffic Control Technician–LA

Construction Engineering and Inspection (CEI) Services for Natural Disaster Monitoring (Response to 2018 Hurricane Michael), Florida Department of Transportation (FDOT) District 3
Role: Debris Monitor Supervisor
When Hurricane Michael struck the Florida coast with Category 5 winds, Mr. Jones was deployed to serve as a Debris Monitor Supervisor, where he trained monitors in truck certification, proper field monitoring, tower monitoring, and field supervising. He also assisted with contractor truck certifications including measuring total haul capacity and verifying calculations. Mr. Jones and his team documented over two million cubic yards of debris removed from state right-of-ways.

Disaster Debris Removal Monitoring Consultant (response to 2017 Hurricane Harvey), Texas General Land Office (TGLO).
Role: Debris Monitor Supervisor
When Hurricane Harvey struck the Texas coast with Category 2 winds, Mr. Jones was deployed to serve at Debris Monitor Supervisor. His responsibilities included overseeing environmental and endangered species monitoring; ensuring contractor crews avoided sensitive areas of endangered coastline; guiding local officials on eligibility requirements; and properly documenting contractor field activities for FEMA and the United States Coast Guard. Mr. Jones managed 14 monitors stretched over 60 miles of coastline.

Chris Scharth

GIS Analyst



Summary of Experience/Knowledge:

Mr. Scharth joined Volkert in January 2008 and currently serves as a GIS Project Manager. He handles the day-to-day activities of the department and ensures a quality project for all clients. He is well-versed in all aspects of ESRI's ArcGIS Enterprise Suite. His experience with ArcGIS Online, Portal for ArcGIS, Database Management, ArcGIS Collector and ArcGIS Survey 123 is indispensable in streamlining all project phases. Prior to becoming a GIS Analyst, Mr. Scharth worked in Volkert's Engineering department as an engineering technician.

Relevant Project Experience:

Ameren Advanced Meter Infrastructure (AMI) Project
Role: GIS Supervisor
Volkert obtained easements for telecommunication devices from approximately 3,500 property owners throughout Illinois to improve service, increase reliability, and lower energy costs. GIS services included project coordination, data management, Web GIS, Mobile GIS.

Ameren Transmission Vegetation Management Project
Role: GIS Supervisor
Volkert provided project management services for right of way acquisition. GIS services included managing and maintaining large amounts of data, including transmission, structures and substations for Ameren Transmission, construction, haul/access routes, easements, survey, vegetation management, survey data, Web GIS products, hard copy maps, data collection, tree clearings, status maps, landowner notifications, valuation maps, special conditions, and voltage/line analysis.

City of Belleville, IL Data Collection/Valuation Project
Role: GIS Supervisor
Volkert provided asset management for the City of Belleville. Mr. Scharth's GIS department provided support for data collection, project coordination, data management, construction access routes, haul routes, easements, survey, tree clearing, landowner notifications, Web GIS, and Mobile GIS.

Ameren Mark Twain Project
Role: GIS Supervisor
Volkert's scope of work for this transmission line included construction access design, road monitoring and survey. Mr. Scharth's GIS department provided support for data collection, project coordination, data management, construction access routes, haul routes, easements, survey, tree clearing, landowner notifications, Web GIS, and Mobile GIS.

Multiple Ameren Gas Projects
Role: GIS Supervisor
These projects included gas transmission pipeline replacement throughout Illinois. Volkert was responsible for research, landowner notifications, land acquisition, and damage settlements. Mr. Scharth's GIS services included project coordination, data management, exhibits, route alternatives, easement acquisition, Web GIS, and Mobile GIS.

Years of Experience:

24 (16 with Volkert)

Education:

Geography/GIS, Southern Illinois University - Edwardsville

Drafting CAD Technology and CAD Management, Lewis and Clark Community College

Certification/Training:

ArcGIS
ArcGIS Enterprise
ArcGIS Server
ArcGIS Online
Portal for ArcGIS
Microsoft SQL Server
ArcGIS Survey123
Microstation/Geopak
AutoCAD

John B. Cormier

Data Manager



Summary of Experience/Knowledge:

John Cormier has extensive experience assisting clients with FHWA Emergency Relief and FEMA Public Assistance Program reimbursements. He has reviewed Detailed Damage Inspection Reports (DDIRs)/Project Worksheets and prepared the necessary documentation to maximize funding for clients in Colorado, Massachusetts, Rhode Island, Texas, and Florida. Mr. Cormier has served as a Documentation Specialist on various disaster recovery projects, utilizing his strong knowledge of federal programs administered by FHWA, FEMA, HUD, and NRCS. His disaster recovery experience includes designing and implementing accounting methods, procedures, computer-based systems, and controls for tracking and reporting disaster-related costs. Mr. Cormier has supported clients through various FHWA, FEMA, and OIG audits.

Mr. Cormier's technology and software skills have consistently improved project data and reporting. Mr. Cormier has served as product owner for a mobile application, working closely with mobile developers to create an application for Android OS to work in tandem with Volkert's web application automated debris management system (ADMS). This involved capturing industry processes and procedures used in debris management and conveying them to developers clearly and effectively to reduce errors and adjustments during the testing and launch of the mobile application. The software has since been successfully utilized in over nine full-scale debris removal monitoring projects.

Relevant Project Experience:

2025 Hurricane Helene | Tennessee Emergency Management Agency (TEMA)
Role: Data Manager

Mr. Cormier is serving as Data Manager for the debris monitoring efforts for the TEMA in eastern TN located on the Nolichucky River, encompassing two counties and 80 miles of river system. Volkert works closely with local and state officials to coordinate efforts related to debris removal of, hazardous waste, vehicles, vessels, C&D and vegetation.

2024 Hurricane Helene | Tennessee Department of Transportation (TDOT) Region 3
Role: Data Manager

Mr. Cormier served as Data Manager over debris monitoring efforts for TDOT Region 3 in Unicoi and Washington Counties. Volkert worked closely with TDOT, TDEQ, FEMA, and local officials to coordinate efforts related to right of way debris removal along state and county routes and bridges. The firm had direct oversight of six Field Supervisors and over 40 Field Monitors. The Volkert Team worked closely with the debris removal contractor to create a plan to remove over 250,000 CY of material.

2023 Hurricane Helene | Florida Department of Transportation (FDOT) District 2
Role: Project Manager

Mr. Cormier served as Data Manager following Hurricane Helene for the debris clean-up initiatives for District 2. Volkert managed 25 Debris Supervisors and 110 Field Monitors and was responsible for over 500 truck certifications and the proper documentation for removing 2.1 million CY of debris. The firm helped coordinate recovery efforts between multiple stakeholders and was the lead consultant to the state and district debris managers. He ensured the quality assurance plan was followed and all documentation was digitized and submitted to the client for reimbursement.

Years of Experience:

16 (1 with Volkert)

Education:

A.S., Recording Arts, Full Sail Real World Education

Certification/Training:

ATSSA Traffic Control Supervisor, LA (5/2026)

ATSSA Traffic Control Technician, LA

FDOT QC Manager

FDOT Temporary Traffic Control (TTC) Intermediate Course (5/2027)

CTQP Certifications:
QC Manager

FEMA:
IS-100; IS-139; IS-200; IS-630; IS-631; IS-632; IS-700; IS-800

Professional Development Series:
IS- 120.c, IS-230.d, IS-235.c, IS-240.b, IS-241.b, IS-242.b, IS-244.b

Paige Felts, CPESC

Environmental Specialist



Summary of Experience/Knowledge:

As Program Manager, Volkert is responsible for providing Construction Administration Services for the construction of the parking deck, renovation of the Mobile Civic Center, construction coordination of the planned mixed-use development, and overall site management. Additionally, basic services will include usual and customary construction program evaluation, budget development, design and constructability review, project phasing, coordination and scheduling, cost estimating and allocation of construction management activities among multiple contractors. In addition, Volkert will provide daily on-site representation during the construction phase of each project.

Relevant Project Experience:

Corridor Study for Baldwin Beach Express Extension | Baldwin County, AL
Role: Environmental Scientist
The project consists of preparation of an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) for the Baldwin Beach Extension project, on CR 83 from I-10 to I-65 in Baldwin County, AL. The project begins at the CR 68 overpass over I-10 and terminates at I-65 for approximately 25 miles on both rural and urban roadways. The project also consists of interchange improvements at Bill Davidson Road, US 31, the future site of HK Motors, and I-65. The project also entailed an Interchange Justification Report (IJR) to justify the construction of a new interchange on I-65 between SR 287 interchange and Baldwin County Road 47 interchange. This new interchange is part of the northern termini of a new expressway (Baldwin Beach Express) that will serve to connect I-65 with south Baldwin County beaches.

Waterway East Blvd. Corridor Study | Gulf Shores, AL
Role: Environmental Scientist
The project consisted of a corridor study for the extension of Waterway East, from existing Waterway East Boulevard north to south of CR 8, on the Foley Beach Express. It included a preliminary corridor investigation, study alternative developments, environmental studies and public involvement efforts to determine the selected alternative. Volkert conducted engineering and environmental studies in order to complete the required NEPA documentation and permitting for the project. This included wetland delineation, T&E surveys, noise and air analysis, and cultural resource studies.

Bon Secour River, Oyster Bay, Skunk Bayou Watershed Management Planning | Baldwin County, AL
Role: Project Manager
The project involved the development of a comprehensive Watershed Management Plan for the Bon Secour River, Oyster Bay, and Skunk Bayou Watersheds in Baldwin County, Alabama. Funded by the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund, the Watershed Management Plan is part of a larger effort to develop similar plans for several intertidal watersheds along the Alabama coast. The plan will provide a roadmap for restoring or conserving resources with the affected watersheds and improving water and habitat quality in areas affected by the Deepwater Horizon oil spill.

Years of Experience:

21 (21 with Volkert)

Education:

B.S., Civil Engineering, University of Alabama, 2002

B.S., Environmental Science, University of Alabama, 1998

Certification/Training:

FDEP Stormwater Management Inspector #28594
FEMA IS-00100.b Introduction to Incident Command System ICS-100
FEMA IS-00101.a Deployment Basics
FEMA IS-00230.a Fundamentals of Emergency Management
FEMA IS-00393.a Introduction to Hazard Mitigation
FEMA IS-00403 Introduction to Individual Assistance (IA) (DF-10)
FEMA IS-00632 Intro to Debris Operations in FEMA's Public Assistance Program

Rae Lynn Lopez

Billing/Invoice Analyst



Summary of Experience/Knowledge:

Rae Lynn Lopez, a New Orleans Native, has vast experience compiling documentation to support Detailed Damage Inspection Reports (DDIRs) and Project Worksheets including checking that costs are allocated to the correct project, ensuring projects have adequate funding, requesting reimbursement of eligible costs, logging and documenting all reimbursement requests through the appropriate financial management system, and working with Document Review Specialist to ensure approval of expenses. Ms. Lopez's expertise in auditing project worksheets to ensure the complete scope of work is identified and assisting Project Managers in completing project worksheets has recovered millions of dollars in previously unrequested reimbursements for clients. As Data Manager, she has overseen the monitor invoicing on debris removal projects for the prime and their sub-consultants. Ms. Lopez was also responsible for staff onboarding, scheduling field staff, scheduling certifications/training, payroll/employee expense reimbursements, incident reports, equipment/supply order/distribution, and document management.

Relevant Project Experience:

2023 Hurricane Idalia | FDOT District 2
Role: Data Manager
This project involves eight counties FDOT D2 assumed contracts for. The project is currently employing 500 monitors and 50 supervisors.

2022 Hurricane Ian | FDOT District 1
Role: Data Manager
This $6M project involved 12 counties in D1. As Data Manager, Mrs. Lopez oversaw monitoring invoicing for the prime and sub-consultants. She worked directly with the District Debris Managers to ensure data accuracy to secure full reimbursement of eligible costs. Mrs. Lopez was also responsible for staff onboarding, scheduling field staff, scheduling certifications/training, payroll/employee expense reimbursements, incident reports, equipment/supply order/distribution, and document management. The project employed 100 monitors and 20 supervisors.

2022 Hurricane Ian | FDOT District 5
Role: Data Manager
This $1M project involved nine counties in D5. As Data Manager, Mrs. Lopez was responsible for monitoring invoicing for the prime and their sub-consultants. She worked directly with the District Debris Managers to ensure data accuracy to secure full reimbursement of eligible costs. Mrs. Lopez was also responsible for staff onboarding, scheduling field staff, scheduling certifications/training, payroll/employee expense reimbursements, incident reports, equipment/supply order/distribution, and document management. The project employed 50 monitors and five supervisors.

Years of Experience:

19 (2 with Volkert)

Certification/Training:

QC Manager

ATSSA Traffic Control Supervisor, LA

ATSSA Traffic Control Technician, LA

FDOT Temporary Traffic Control (TTC) Intermediate

FEMA IS-00001
FEMA IS-00100.a
FEMA IS-00200.a
FEMA IS-00630
FEMA IS-00631
FEMA IS-00632
FEMA IS-00700.a
FEMA IS-00800.b

CARTER MACK

SENIOR PA SPECIALIST

Carlisle Thompson

Carter has extensive background in working with Public Assistance policy, having served as a key advisor for determinations on complex policy issues for Federal and State Emergency Management Leadership. He serves as our program lead for the American Rescue Plan Act and subject matter expert on the Coronavirus State and Local Fiscal Recovery Funds Program. Carter excels in bringing efficiency and organizational structure in his leadership to high level supervisors to provide guidance, vision, and direction to establish and meet program and project goals. His background in the operational function of disaster operations and collaboration skills help bring all stakeholders together to move projects successfully to desired completion. He has the ability and experience to see the alignment necessary to head off potential roadblocks and keep recovery moving forward. Carter's ability to communicate concisely and clearly, formed during years of working in government communications offices, provides the motivation and clarity necessary to achieve success on any project.



RELEVANT EXPERIENCE

Recovery Program Manager, ***Carlisle Thompson, LLC, January 2022 – Present***

- Serves as a Senior FEMA PA Policy Specialist and provides clients with expertise in project development, closeout, improved and alternate scopes, streamlined project applications, appeals, and compliance reviews.
- Managed the disaster recovery for a Private Non-Profit first-time applicant in Louisiana after Hurricane Ida and completed all projects through obligation and award in less than one year.
- Educated our client and FEMA contacts on the proper project development and submission processes for newly permissible projects such as NFIP Substantial Damage Assessments after a Hurricane.

Recovery Program Manager, ***Carlisle Thompson, LLC, Seminole County, Florida, September 2022 - Present***

- Leads Seminole County's Hurricane's Ian, Nicole, & Milton recovery efforts and Carlisle Thompson Team Member's through PA project development, validation, and submission.
- Managed the development and validation of more than $14.2 million in obligated projects to date for the County during the County's recovery from Hurricane Ian.
- Built disaster response tracking tools, project validation tools, and after-action recommendations and process updates for the County to use on future events to expedite document gathering and project development and ensure all necessary information is present.

Deputy Public Assistance Branch Chief, ***Recovery Division, Region II, Federal Emergency Management Agency, October 2020 – December 2021***

- Activities in New York and the US Virgin Islands, including report development, aiding in policy decisions, and recommending best practices to the Branch Chief, Recovery Division Director, and Senior Regional Leadership team.
- Served as Infrastructure Branch Director (IBD) on multiple activations as an advisor to the Operations Chief and the Federal Coordinating Officer, manager of PA Staff, and primary decision maker on all PA activities throughout emergency events
- Was a subject matter expert on applicable policies and regulations through the PAPPG, the Code of Federal Regulations, the Stafford Act, and any other event-specific policy sheets, and participated on multiple national policy development task forces

Completed Work Lane Supervisor, ***Consolidated Resource Center (CRC) West, Federal Emergency Management Agency, November 2018 – October 2020***

- Designed new CRC processes and best practices for national implementation, including standardized checklists and policy one-page pamphlets that expedited project review times.
- Served as a trusted policy advisor to our CRC leadership and program delivery manager partners working disasters in the field.
- Helped develop reasonable 406 mitigation proposals on permanent work projects in accordance with Appendix J of the PAPPG.

State Public Assistance Officer, ***Florida Division of Emergency Management, July 2017 – November 2018***

- Managed Public Assistance, Grants Management, Individual Assistance, and Recovery Administration and Finance for the State of Florida, plus 5 Technical Assistance Contracts that were spread throughout the state
- State lead at the Joint Field Office for Hurricane Irma, working directly with the Federal Coordinating Officer and Infrastructure Branch Director, and was consulted during the decision-making process at the state level for all matters of Recovery
- Managed the immediate, short-term recovery for Hurricane Michael, including RPA submission, Applicant Briefings, Preliminary Damage Assessments, and consultation with federal partners on all matters of Debris Related Activities
- Served as the State subject matter expert on PA Policy, advising State leadership and local officials and conducting trainings and panels on best practices throughout the State

8 YEARS OF EXPERIENCE

LOCATION

Sacramento, CA

EDUCATION & TRAINING

Master of Public Administration, Florida State University

Bachelor of Science with Cum Laude Honors, Political Science & International Affairs, FSU

Certificate in Emergency Management and Homeland Security, FSU

TECHNICAL SKILLS

- FloridaPA.org Online Portal
- FEMA Grants Portal / Grants Manager
- RS Means Cost Estimating Tool

OTHER

- Board of Directors for the American Red Cross, Florida's Capital Region Chapter for 2 years
- Completed a year of National Community Service as a Team Leader for FEMA Corps

THOMAS "TOM" MIKUTA

PA SPECIALIST

Carlisle Thompson LLC



Experienced Disaster Recovery Program and Project Coordinator proficient in Federal Emergency Management Agency Policies & Codes of Federal Regulations. Provide technical assistance to Applicants throughout the United States in preparing for and responding to disaster-impacted jurisdictions. Disciplines include, but are not limited to, Closeout Specialist, Debris Specialist, Appeals Development, Procurement Analysis, Project Worksheet, and Version Development. Knowledgeable with FEMA's Grants Portal and the State of Florida's Public Assistance (PA) website. Detail-oriented with organizational and prioritization skills, strategic, and problem-solving. Excellent interpersonal, relationship-building, and management skills. Strong verbal and written communication skills with proficient technical knowledge and efficacy.

RELEVANT EXPERIENCE

Senior Disaster Recovery Consultant, Carlisle Thompson, LLC, Florida Division of Emergency Management Project, September 2019 – Present

- Conduct reimbursement request analyses, including FEMA Appeals analyses, procurement and contract compliance evaluations, and overall project cost validation.
- Perform scope of work validation to determine cost eligibility for large project reimbursement requests.
- Evaluate complex project policy documents such as contracts, procurement, mutual aid agreements, labor policies, etc.
- Perform cohesive and efficient project reimbursement reviews and validations, including processing project worksheet closeouts.

Program/Project Coordinator, Emergency Management Division Recovery Section – Broward County Government, Florida; February 2010 – January 2011, April 2014 – July 2019

- Advised County on regulations and policies for FEMA's Individual & PA Programs, including insurance and 2 CFR 200 procurement.
- Coordinated with federal (FEMA, CDBG, and FHWA), state (Florida), local (Broward County and 31 municipalities), and other County partners.
- Completed closeouts to Tropical Storm Fay (DR-3288), Tropical Storm Rita (DR-3259), Hurricanes Frances (DR-1545), Jeanne (DR-1561), Katrina (DR-1602), and Wilma (DR-1609) with a total financial impact in excess of $100 million.
- Wrote FEMA PA administrative appeals with the assistance of Emergency Management Division's County Attorney.

Independent Disaster Recovery Consultant February 2010 - July 2013 Project Specialist - PPDR/Demolition Programs – Super Storm Sandy (New Jersey DR-4086) Independent Disaster Consultant with EMOR, Inc. under CCPRS and Louis Berger Contracts December 2012 – April 2013

- Advised State Representatives and County Applicants on regulations and policies for FEMA's Public Assistance Program, including Private Property Debris Removal (PPDR) and Demolition Programs.
- Working with PPDR/Demolition Leads, prepared Standard Operating Procedures for PPDR and Demolition operations
- Identified and developed language for templates used to write Private Property Debris Removal and Demolition project worksheets

Project Officer/Debris Specialist - Hurricane Katrina (DR-1603), St. Bernard Parish, LA, November 2006 to June 2007

- Compiled documentation and wrote debris project worksheets for St. Bernard Parish estimated at $350 million. Project worksheets included asbestos/non-asbestos home demolition and the removal of C&D, vegetation, hazardous trees, hazardous stumps, silt, white goods, Freon recovery, cars, and boats
- Worked with St. Bernard Parish on correcting numerous discrepancies with supporting documentation and advised the applicant on potential final inspection/closeout issues
- Worked with the State of Louisiana and St. Bernard Parish to resolve congressional complaints and outstanding issues with category A appeals

Debris Project Officer/Debris Specialist/Debris Monitor - Hurricane Charley (DR-1539), Frances (DR-1545), Ivan (DR-1551), Jeanne DR-1561, and Wilma (DR-1609), September 2004 – August 2006

- Supervised debris operations on behalf of FEMA in Brevard, Indian River and St. Lucie counties. This included up to 15 Temporary Debris Storage & Reductions Sites (TDSRS) and 30 field monitors
- Trained closeout specialists in debris removal policies and documentation requirements
- Monitored applicant's force account employees and contractor activities to ensure eligibility

20+ YEARS OF EXPERIENCE

LOCATION

Palm Harbor, Florida

EDUCATION & CERTIFICATIONS

Associate degree in Specialized Business Computer Tech, Pittsburgh, PA

Certificate, Reserve Officer Training, Beaufort County Sheriff's Department, TCL, Beaufort, SC

Formal FEMA Training PA Operation I

Public Assistance Project Worksheet Development Course

FEMA Emergency Management Institute: IS-1000, IS-1012, IS-100, IS-200, IS-240, IS-241, IS-253 ICS-300, IS-393, ICS-400, IS-631 PA OPS I, IS-632 Debris Ops, IS-700, IS-800

TECHNICAL SKILLS

- CO EMGrants Portal
- FloridaPA.org Portal
- FEMA Grants Portal
- AutoCAD
- Project Closeout

TRISTAN OVERCASHIER

PA ANALYST/ INSURANCE SPECIALIST/ DAMAGE ASSESSMENTS

Carlisle Thompson



Tristan is currently supporting the State of Colorado as a Grant Analyst and Insurance Analyst where he meticulously reviews and assesses grant eligibility, insurance settlements, and project documentation, ensuring compliance and avoiding benefit duplication. He is also an active Registered Flood Adjuster for NFIP (Flood) Claims with over 13 years' experience. Tristan is a driven and accomplished professional with a diverse skill set and a strong track record of success in grant analysis, insurance settlements, and legal practice. In addition to his corporate experience, Tristan also owns and operates a thriving solo law practice, specializing in insurance claim settlements and small business contracts.

RELEVANT EXPERIENCE

Grant Analyst and Insurance Analyst, ***Carlisle Thompson, LLC, Colorado DHSEM, June 2023 – Present***

- Review Invoices, Purchase Orders, Contracts, and Procurement Documentation to determine Public Assistance Grant Funding eligibility.
- Review and analyze Insurance Settlements to ensure no duplication of benefits with eligible Public Assistance Grant Funding.
- Draft State Comments, RFI's, Narratives, Risk Memos, and Validation Worksheets for Grant Reconciliation process.
- Analyze invoices and declared damages to advise on FEMA Public Assistance grant reconciliation.
- Collaborate with project manager to identify compliance issues and documentation necessary to submit final project to FEMA.
- Analyze insurance payments with anticipated FEMA Public Assistance grants to ensure compliance and no duplication of benefits.
- Draft Damage Reports and Request for Information Reports. Analyze and create spreadsheet documentation of damages, insurance payout, and completed project cost.

NFIP Certified Catastrophe Flood Adjuster, ***August 2011 – Current***

- Investigate flood cases assigned throughout the country and handle entire flood claim from initial contact with policyholder through completion of claim process. Typically assigned between 50 and 100 claims per event.
- Inspect policyholder homes and claims to determine scope of loss. Investigate prior losses, analyze, and synthesize all relevant information pertaining to loss.
- Confirm or deny coverage. Resolve any underwriting issues with reports to insurance carrier. Explain claims process and policy to policyholder during inspection.
- Evaluate carrier liability through damage report and write full estimates in Xactimate consistent with FEMA regulations and the National Flood Insurance Program.
- Communicate regularly and diligently with carrier, policyholder, independent adjustment firm, and all involved parties to monitor and resolve claim.
- Prepare concise, detailed reports including claim and case summaries, denial letters, status reports, final reports, and supplemental requests for internal review and processing of claim.
- Negotiate final Proof of Loss settlement amount with policyholder, independent adjustment firm, public adjusters, and attorneys if necessary.

Attorney, ***February 2019 – Current***

- Specialized in insurance claim settlements, small business contracts, probate, and estate planning.
- Draft wills, irrevocable and revocable trusts, power of attorneys, and health care directives.
- Advise on estate planning regarding bank accounts, trusts, and asset protection.
- Associate Attorney at solo practitioner's office focused on real estate transactions, probate, estate planning, and real estate law.
- Drafted estate planning documents including wills, trusts, and advanced directives.
- Served as closing agent for real estate transactions.
  Pro Bono work for Bay Area Legal Services; Assist clients in legal matters related to disaster insurance claims and settlements. Aid in procuring settlements, supplemental claims, and parsing insurance policies.
- Coordinated and drafted a Disaster Relief Manual and Guidelines for attorneys handling disaster claims to educate the public concerning insurance and FEMA issues.

13 YEARS EXPERIENCE

LOCATION
St. Petersburg, FL

EDUCATION & TRAINING
Juris Doctor, University of Stetson College of Law

University Scholar, University of Florida

CERTIFICATIONS
Active, Registered Flood Adjuster for NFIP (Flood) Claims, FCN # 0070004935

TECHNICAL SKILLS
- Xactimate Insurance Estimating Software
- Adobe Creative Cloud
- Microsoft Office Suite

AC DISASTER CONSULTING



Dan Curcio
FEMA COORDINATOR

Dan has seven years of experience with in-depth knowledge in public affairs and emergency management. He has recent experience working with Philadelphia and Florida Emergency Management offices/divisions, particularly for FEMA Public Assistance for Florida Division of Emergency Management (FDEM).

Work History + Project Experience.

AC Disaster Consulting (Cape Coral, FL) (11/2022 – Present)
Role: Senior Consultant I (11/2024 – Present); Consultant (11/2022 – 11/2024)

FEMA PUBLIC ASSISTANCE, SUB TO GUIDEHOUSE (09/2024 – PRESENT)
Client: State of Vermont
Role: Public Assistance Coordinator

- Guided applicants through the Public Assistance process for DR4720 and DR4810.
- Assisted applicants with developing Damage Inventories and answered applicant questions regarding eligibility and FEMA Public Assistance.
- Scheduled and attended Exploratory Calls and Recovery Scoping Meetings and advocated on behalf of applicants.

FEMA COMMUNITY ASSISTANCE FLORIDA RECOVERY; SUB TO CADMUS/JACOBS (09/2023 – PRESENT)
Client: Federal Emergency Management Agency (FEMA) Office of Recovery & Response (ORR)
Role: Community Assistance Planning Specialist

- Assisting the City of Arcadia with identifying projects related to recovery from Hurricane Ian, DR-4673-FL
- Coordinating with local, state, federal, and non-profit organizations to identify grant opportunities to fund projects listed by the City.
- Developed a survey for public input to prioritize the projects.
- Hosted a public workshop for further input from the City's residents
- Developed a long-term recovery plan for the City.
- Acted as Community Lead to assist with implementing recovery projects for the City of Arcadia and Town of Eatonville.
- Coordinating with all projects leads to ensure reporting to FEMA was accurate and on time.

Years of Experience.
7 Years

Areas of Expertise.
- FEMA Public Assistance
- Emergency Management
- Human Services
- Recovery Assistance

Key Certifications & Licenses.
All certifications including FEMA listed on last page.

Education.
- M.S., International Affairs, Florida State University (2018)
- B.A., Political Science with a minor in History, Florida Atlantic University (2014)

Competent.
Caring.
Connected.

City of Destin

PROJECT: RFB 25-11-PW Debris Monitoring Score Summary

SCORE TABLULATION SUMMARY SHEET

	Debris Tech	Rostan	SDVO	Tetra Tech	Volkert		
Lisa Firth	26	22	25	29	30		
Robert Tomasek	27	29	23	28	30		
Michael Burgess	27	29	24	28	30		
Jeff Cozadd	23	21	23	22	23		
Total Score (Max 100 Pts)	103	101	95	107	113		

ITEM # 2025-1306

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 11/06/2025

SUBJECT: RFB 25-13-PW, Mattie Kelly Outfall Project, consideration of contract award

I. BACKGROUND: The City of Destin issued Request for Bids (RFB 25-13-PW) for the Mattie Kelly Outfall Project, which includes the installation of a new stormwater outfall structure, road reconstruction, and related drainage improvements.
The project is part of the City's stormwater capital improvement program, aimed at improving flood control, water quality, and stormwater conveyance in the Mattie Kelly Park area.

The bid was publicly advertised and made available through the City's procurement portal. Four (4) bids were received by the published deadline:

- C.W. Roberts Contracting, Inc.
- H & T Contractors, Inc.
- RBM Contracting Services, LLC
- ECSC, LLC

All four bids were opened publicly and reviewed for responsiveness, insurance, bonding, and required forms.

II. DISCUSSION: All four firms submitted complete, responsive bids including bid bonds, insurance certificates, and acknowledgment of addenda.
Bid totals ranged from $548,250.25 to $730,180.70.

- RBM Contracting Services, LLC: **$548,250.25**

- H & T Contractors, Inc.: **$559,650.00**
- C.W. Roberts Contracting, Inc.: **$597,655.00**
- ECSC, LLC: **$730,180.70 (actual total was $730,187.90 due to a calculation error)**

Each bid was evaluated based on Price Proposal, Qualifications/Experience, Project Approach, and Past Performance/References. Once tabulated, there was a tie between RBM Contracting Services and C.W. Roberts. This tie was broken by the Price Proposal metric, which carried double-weight in the scoring matrix.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): ***Krystal, insert info here...***

Funding for this project is budgeted in the FY 2025 Stormwater Capital Improvement Program via a State Appropriation of $1,000,000 under the Public Works Department.

Total project cost, including contingency and testing, will remain within the approved allocation for the Mattie Kelly Park drainage improvements.

No budget amendment is required.

C. Level of Service (LOS): The project will:

- Improve stormwater conveyance capacity in the ***Mattie Kelly Park*** area.
- Restore roadway and pedestrian access
- Completion of the work will: enhance public safety and drainage performance, and require less frequent maintenance and cleanout by City crews.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: All bids were complete and competitive. RBM Contracting Services, LLC submitted the lowest priced responsive and responsible bid and meets all qualifications for award. Staff recommends awarding the contract to RBM for the construction of the Mattie Kelly Outfall Project, with C.W. Roberts Contracting, Inc. recognized as the second-ranked proposer in case of withdrawal or non-performance. A contract will be brought back for Council consideration at the December 1, 2025 City Council meeting.

IV. RECOMMENDED MOTION: I move to award RFB 25-13-PW, Mattie Kelly Outfall Project, to RBM Contracting Services, LLC in the amount of $548,250.25, subject to the successful negotiation of a contract, which will be brought back to City Council for approval.

Attachments:

ITEM # 2025-1306

1. RFB 25-13-PW Mattie Kelly Outfall Project publish_OCR
2. C.W. Roberts Contracting, Inc. RFB No. 25-13-PW_OCR
3. ECSC Proposal_OCR
4. H & T Contractors RFB NO. 25-13-PW Mattie Kelly Outfall Project_OCR
5. RBM Contracting Svcs. RFB NO. 25-13-PW-Mattie Kelly Outfall Project_OCR
6. RFB 25-13-PW Scoring Summary

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB NO. 25-13-PW

MATTIE KELLY OUTFALL PROJECT

City of Destin, Florida
September 25, 2025

Larry Jones, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA

The City of Destin is soliciting sealed competitive proposals for the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 25-13-PW in the subject line of the email. Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-13-PW - MATTIE KELLY OUTFALL PROJECT", along with the name, return address and telephone number of the submitter, no later than** 2:00 p.m. (CT), on October 30, 2025 at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

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REQUEST FOR BIDS
RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-13-PW MATTIE KELLY OUTFALL PROJECT	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Form NO. 1	Bidder Qualification Statement	☐
6	Form NO. 2	Public Entity Crime Form	☐
7	Form NO. 3	Drug Free Workplace Certification Form	☐
8	Form NO. 4	Bid Bond Form	☐
9	Form NO. 5	Anti-Human Trafficking Affidavit	☐
10	Form NO. 6	Anti-Collusion Statement	☐
11	Proof of Insurance	See 4.3 Insurance Requirements	☐
12	Addenda Acknowledgement Form		☐
13	Price Proposal Sheet		☐
14	W-9		☐
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐
2			☐

1.0 INTRODUCTION

The City of Destin is soliciting sealed competitive proposals for the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until 2:00 p.m. (CT), on October 30, 2025 at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.

B. Any responses received after the above-mentioned time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above-mentioned time and date. RFB responses which arrive after the above-mentioned deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom at **2:00 p.m. (CT), on October 30, 2025**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.

E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

F. One (1) original, so designated, and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.

H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.

I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

K. The Bid Committee shall consist of City of Destin staff members.

L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	September 25, 2025
Mandatory Pre-Bid Meeting	**October 14, 2025 at City Hall**
Last day for questions to be submitted	October 17, 2025
Due Date/Bid Opening	2:00 p.m. (CT), on October 30, 2025
Tentative Date - Bid Committee Evaluation	November 4, 2025
Tentative Date – City Council Meeting	November 17, 2025
Tentative Date- Execution of Contract	December 1, 2025
Tentative Date -Notice of Award	December 15, 2025
Tentative Date- Notice to Proceed	December 15, 2025

There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 October 14, 2025 at 10:00 am.

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents (with any exceptions explicitly noted herein) and in accordance with applicable federal, state, and local codes and regulations. Of note, there are no requirements for fire alarm systems.

The general description of work shall include, but may not be limited to:

the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

The contract will be for ninety (90) calendar days. Contractor shall reach substantial completion for all work within thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	December 2025 / January 2026
Begin Construction	February 2026
Substantial Completion	30 Days Prior to Complete Construction
Complete Construction	April 30, 2026

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities

hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License http://www.co.okaloosa.fl.us/gm/licensing.

Contractor must also be registered in the City of Destin https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages,

including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days notice

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidders within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Site & Building Permit
b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)
c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile

or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract, or added work necessary to meet the performance goals of the scope of work.
b. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract, and is entirely outside and independent of the scope of work and not contemplated by it.
c. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.

b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to

Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.

f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

a. Damage to adjacent property or right(s)-of-way(s)
b. Defective work not remedied;
c. Claims filed or reasonable evidence indicating probable filing of claims;

d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
e. A reasonable doubt that the contract can be completed for the balance then unpaid;
f. Damage to another contractor;
g. Failure to submit required reports; or
h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

a. Completion of the punch list.

b. Acceptance and occupancy of the project.

c. Submission and approval of final invoice.

d. Submission of all product warranties and operating manuals.

e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.

g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as “As-Built”, in addition to both AutoCAD and PDF electronic versions on a flash drive.

h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

i. Provide written warranties covering quality of labor and installation of all products/materials.

j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?

- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact

person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by 2:00 p.m. (CT), on October 17, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT, bid opening date and responsive bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder’s:
    - commitment to perform the work,

- understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
- delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

d. Price Proposal Sheet
e. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Responsive Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement
f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
h. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CT), on October 30, 2025**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-13-PW - MATTIE KELLY OUTFALL PROJECT"** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **2:00 p.m. (CT), on October 30, 2025** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

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

RFP NO. 25-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: _____ Partnership ☐

Address: _____ Individual ☐

City, State, Zip: _____ Other ☐

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the responsive bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

_____

_____

_____

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**

16. What will be your turnaround time for written responses to City inquires?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____and my relationship to the entity named above is_____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___day of_____, 20___, and is personally known to me, or has provided_____ as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
_____	_____
	(Seal) Surety's Name and Corporate Seal
By:_____ (L.S.)	By: _____
	Signature (attach power of attorney)
Title:_____	Title:_____
Attest: _____	Attest: _____
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

RFP NO. 25-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
	Authorized Signatory (Print Name)
_____	_____
Address	Title
_____	_____
Phone #	Fax #
_____	
Federal ID # or SS #	

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-13-PW, Mattie Kelly Outfall

BIDDER NAME:

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	**Mobilization / Demobilization including City Permits**	$	$
1.2	LS	1	**Maintenance of Traffic**	$	$
1.3	EA	2	**Temporary Portable Changeable Message Sign**	$	$
1.4	LS	1	**Clearing and Grubbing**	$	$
1.5	LS	1	**Excavation & Embankment**	$	$
1.6	LS	1	**Pavement Demolition / Sawcut Asphalt**	$	$
1.7	LS	1	**Final Grassing / Stabilization**	$	$
			SECTION 2 - SITE IMPROVEMENTS		
2.1	SY	246	**Pavement Patch / Repair / Overlay**	$	$
2.2	SY	72	**4" Concrete Sidewalk**	$	$
2.3	LF	453	**Double Silt Fence**	$	$
2.4	EA	2	**Turbidity Curtain**	$	$
2.5	LS	1	**Thermoplastic Crosswalk Striping**	$	$
2.6	LF	260	**6" Themoplastic Lane Striping**	$	$
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LS	1	**Arch Culvert System**	$	$
				$	$
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LS	1	**Cap & Grout Fill Abandoned Water & Sewer**	$	$
4.2	LF	182	**Water / Sewer Directional Bores**	$	$
4.3	EA	3	**Air Relief Valves**	$	$
4.4	LS	1	**Misc. Fittings / Connections**	$	$
			SECTION 5 - MISCELLANEOUS		
5.1	LS	1	**Testing & Certifications**	$	$
5.2	LS	1	**Misc Survey / Staking**	$	$
				$	$
				TOTAL BASE BID:	$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
				TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION

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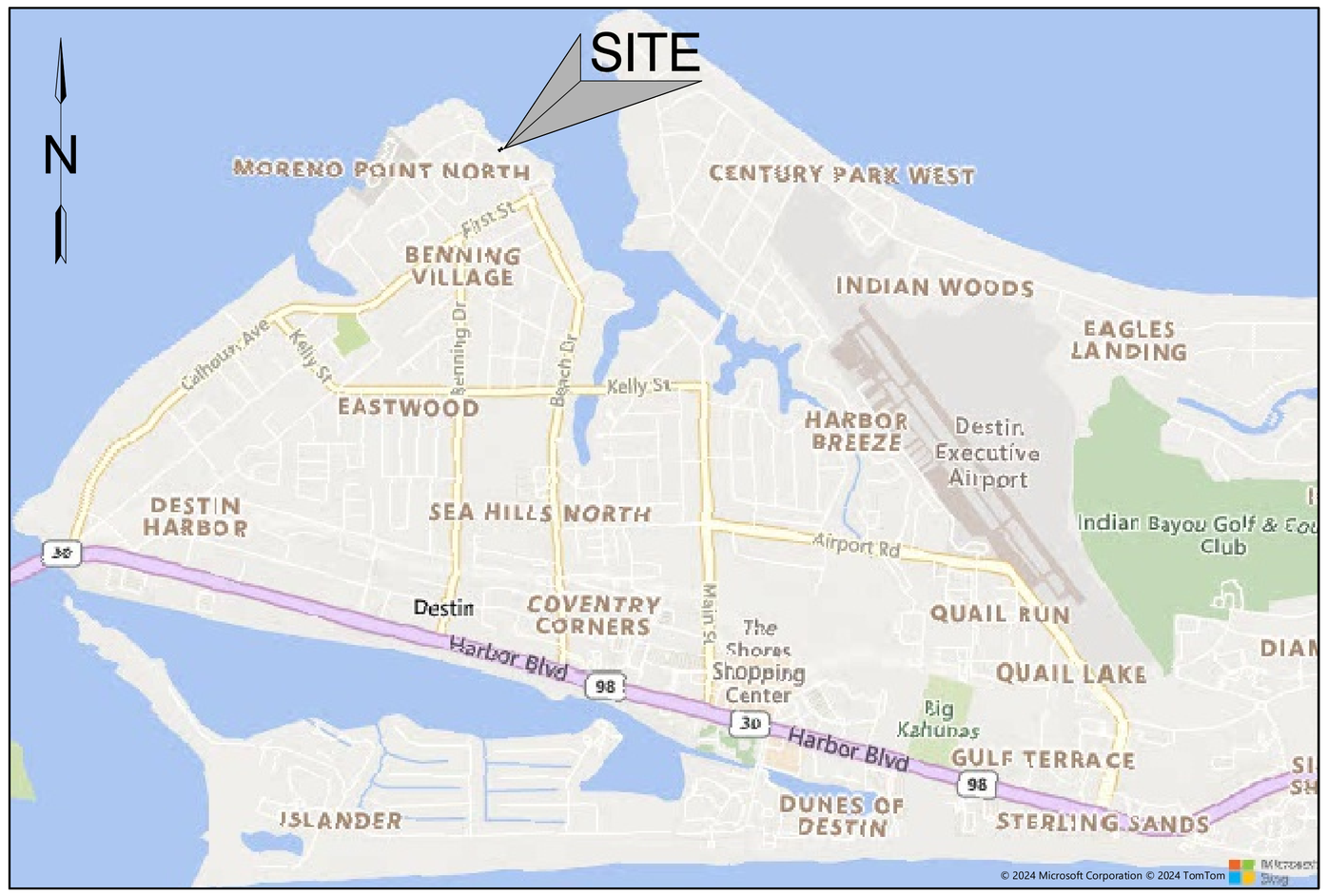
BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA



VICINITY MAP
NOT TO SCALE

CLIENT INFORMATION

CITY OF DESTIN
C/O RYAN J. SCOTT, P.E. - CITY ENGINEER
4100 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
PHONE: (850) 279-4102
EMAIL: rscott@cityofdestin.com

NOTE

USE LATEST CITY OF DESTIN AND/OR
F.D.O.T. TECHNICAL SPECIFICATIONS AND
DETAILS UNLESS OTHERWISE NOTED.

UTILITY PROVIDERS

(WATER/SEWER)
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
(850) 837-4930

(TELEPHONE)
CENTURYLINK
411 MARY ESTHER CUTOFF
FT. WALTON BEACH, FL 32548
(850) 244-1150

(ELECTRIC)
FLORIDA POWER & LIGHT
140 HOLLYWOOD BLVD SW
FT. WALTON BEACH, FL 32548
(800) 225-5797

(GAS)
OKALOOSA GAS DISTRICT
20 HUGHES STREET NE
FT. WALTON BEACH, FL 32548
(850) 729-4700

(FIRE DISTRICT)
DESTIN FIRE CONTROL DISTRICT
848 AIRPORT ROAD
DESTIN, FLORIDA 32541
(850) 837-8413

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

SHEET INDEX

#	TITLE
01	COVER SHEET
02	EXISTING CONDITIONS
03	DETOUR PLAN
04	BRIDGE SITE PLAN
05	ROADWAY SITE PLAN
06	GRADING & DRAINAGE PLAN
07	UTILITY PLAN
08	BOX CULVERT DETAILS
09	BOX CULVERT DETAILS
10	BOX CULVERT DETAILS
11	FDOT INDEX 102-600
12	FDOT INDEX 102-600
13	FDOT INDEX 102-600
14	FDOT INDEX 102-661
15	FDOT INDEX 515-062
16	FDOT INDEX 515-062
17	SPECIFICATIONS I
18	SPECIFICATIONS II

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

COVER SHEET

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01 OF 18

SHEET NUMBER
C01

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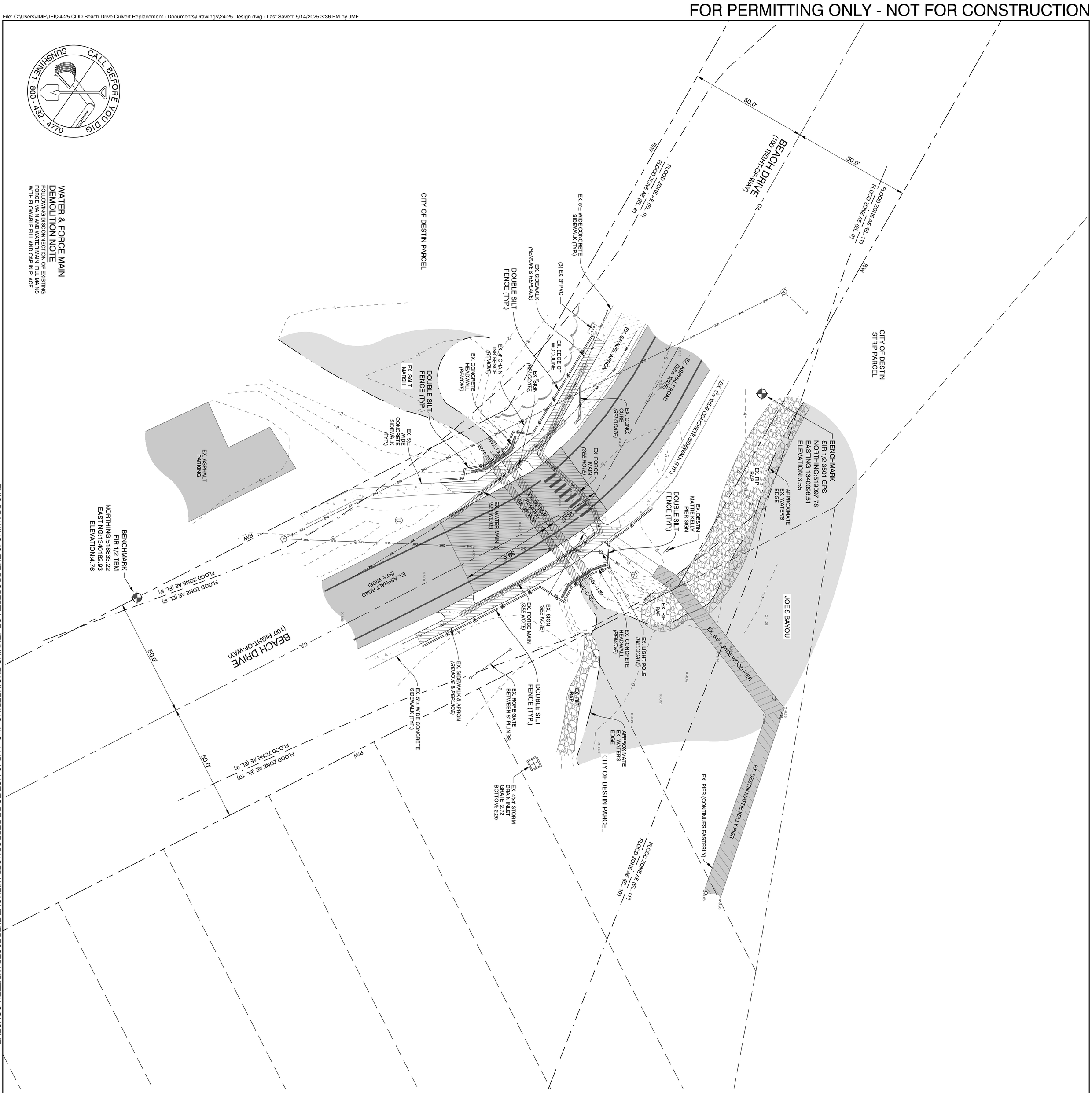
CALL BEFORE YOU DIG SUNSHINE 1 - 800 - 432 - 4770

WATER & FORCE MAIN DEMOLITION NOTE

FOLLOWING DISCONNECTION OF EXISTING FORCE MAIN AND WATER MAIN, FILL MAINS WITH FLOWABLE FILL AND CAP IN PLACE.



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HORIZONTAL SCALE: 1" = 20'

0 10' 20' 40' 60'

N

JOB:	24-25
DATE:	5/14/2025
DESIGNED:	JSE
DRAWN:	MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
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DRAWING NUMBER 02 OF 18

SHEET NUMBER C02

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT

DESTIN, FLORIDA

EXISTING CONDITIONS

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

REV	DATE	DESCRIPTION	BY
***	***	***	***

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

PROFESSIONAL ENGINEER ★ JAMIE STEWART EUBANKS ★ LICENSE No 71438 ★ STATE OF FLORIDA

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450

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SHEET NUMBER C03

DRAWING NUMBER 03 OF 18

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JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

DETOUR PLAN
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

REV	DATE	DESCRIPTION	BY
***	***	***	***

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

PROFESSIONAL ENGINEER ★ JAMIE STEWART EUBANKS ★ LICENSE No 71438 ★ STATE OF FLORIDA

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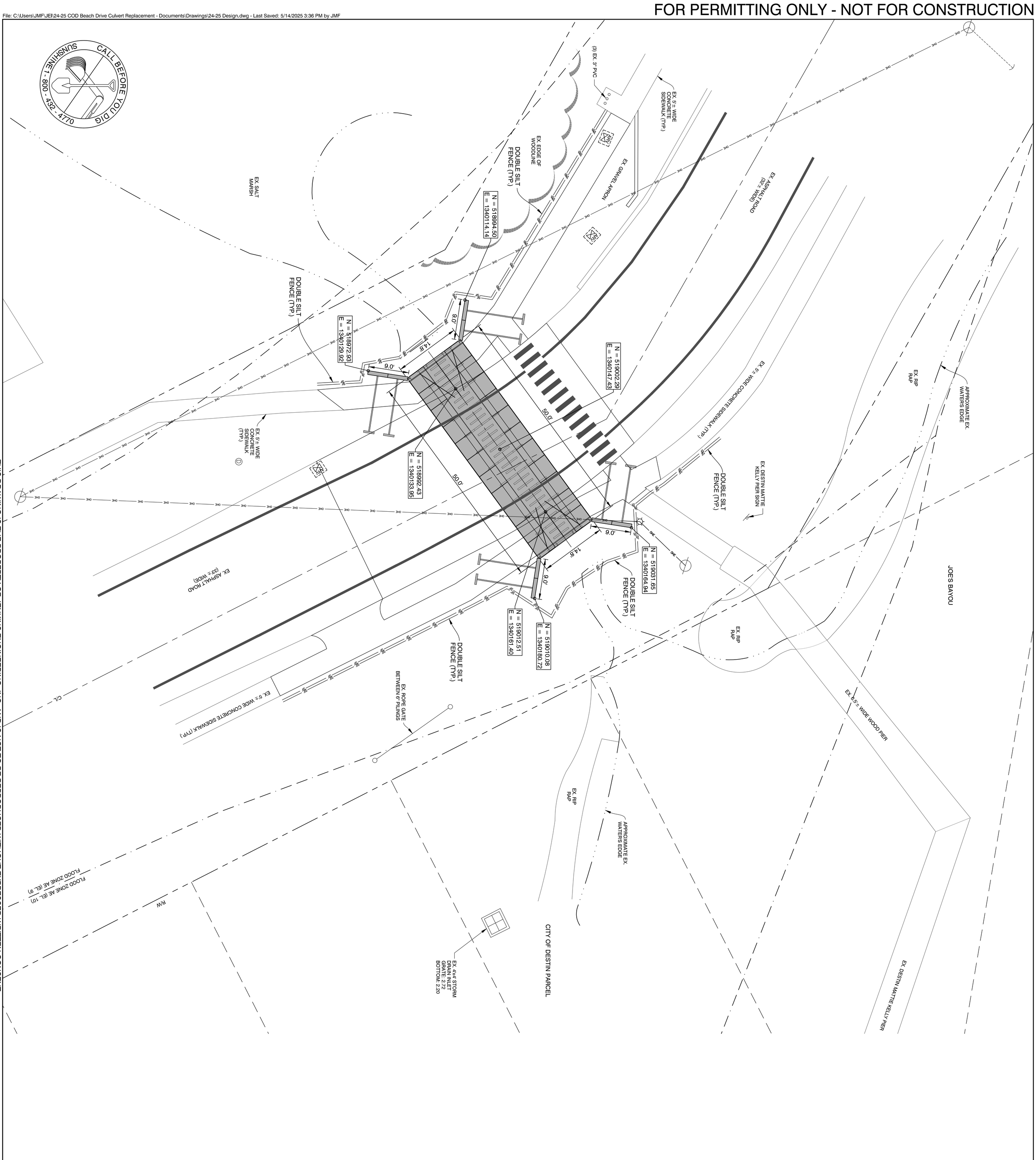

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT

DESTIN, FLORIDA

BRIDGE SITE PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

REV	DATE	DESCRIPTION	BY
***	***	***	***

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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DRAWING NUMBER
04 OF 18

SHEET NUMBER
C04

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

PROFESSIONAL ENGINEER ★ JAMIE STEWART EUBANKS ★ LICENSE ★ No 71438 ★ STATE OF FLORIDA

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
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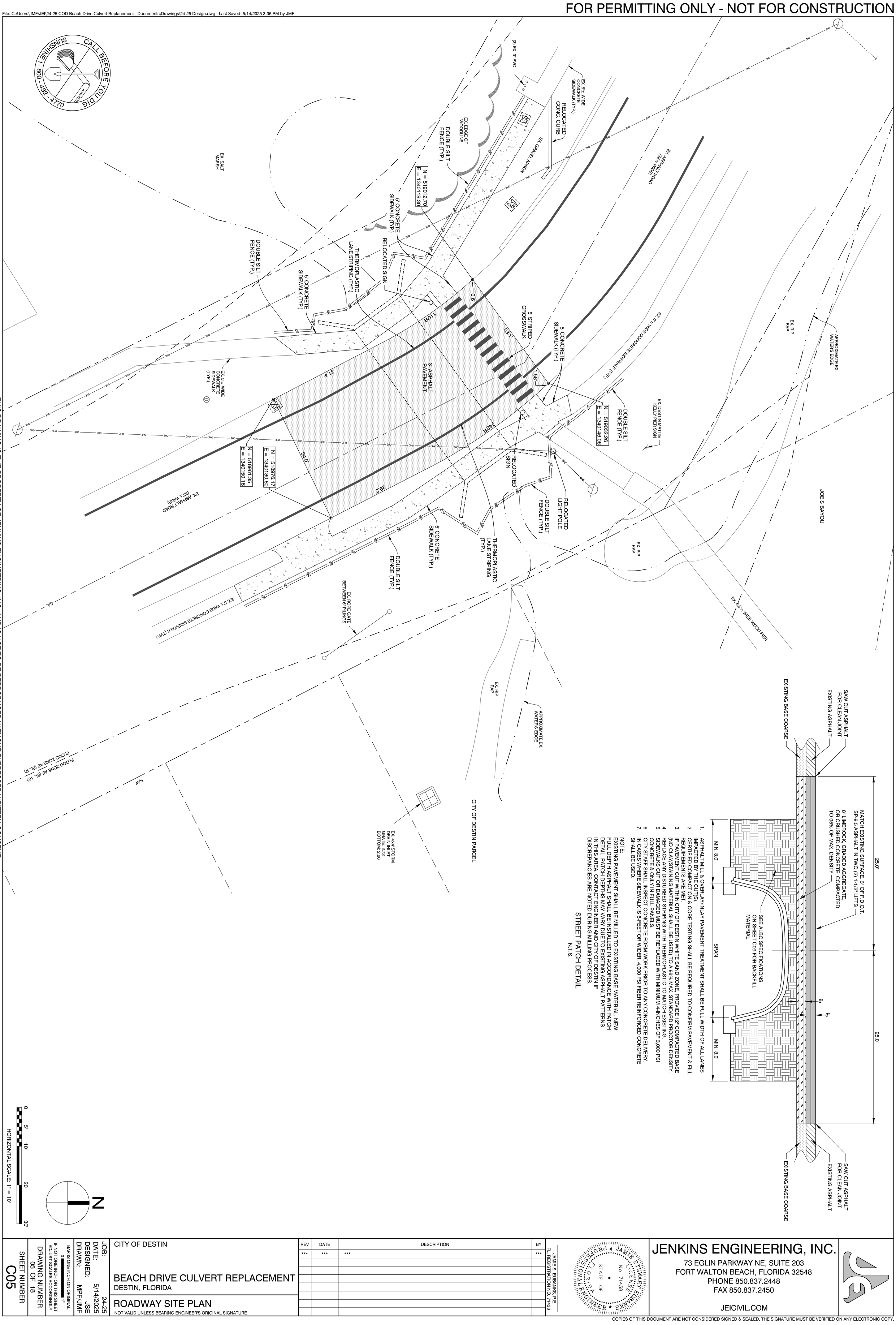

STREET PATCH DETAIL
N.T.S.

HORIZONTAL SCALE: 1" = 10'

0 5' 10' 20' 30'

N

JOB:	24-25
DATE:	5/14/2025
DESIGNED:	JSE
DRAWN:	MPF/JMF

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DRAWING NUMBER 05 OF 18

SHEET NUMBER C05

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

ROADWAY SITE PLAN
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

REV	DATE	DESCRIPTION	BY
***	***	***	***

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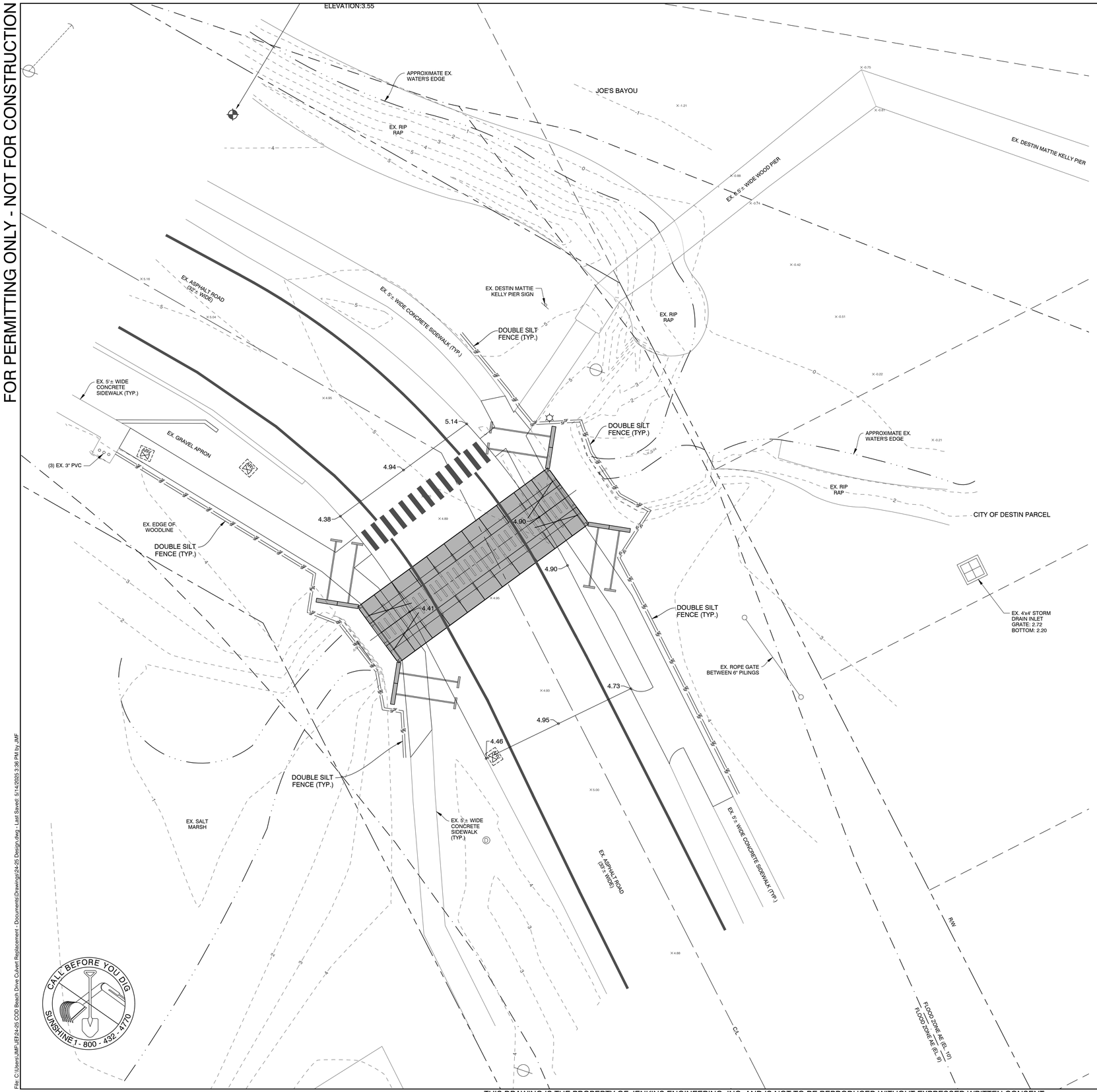

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N

0 5' 10' 20' 30'
HORIZONTAL SCALE: 1" = 10'

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FORT WALTON BEACH, FLORIDA 32548
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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

BY	DESCRIPTION
...	...

REV	DATE
...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

GRADING & DRAINAGE PLAN

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
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DRAWING NUMBER
06 OF 18

SHEET NUMBER
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DIRECTIONAL BORE NOTE

PROPOSED DIRECTIONAL BORES SHALL BE A MINIMUM 36-INCHES BELOW FOUNDATIONS OF PROPOSED ARCH CULVERT. BORE REAMER SIZE SHALL BE 1.5 TIMES THE OUTSIDE DIAMETER OF THE MAINS.

EX. SALT MARSH

DOUBLE SILT FENCE (TYP.)

8'x12' BORING PIT (SEWER)

EX. EDGE OF WOODLINE

APPROX. UNDER-GROUND BORING AREA (SEWER) (±119 L.F.)

(3) EX. 3" PVC

AIR RELEASE VALVE (TYP.)

EX. 5'± WIDE CONCRETE SIDEWALK (TYP.)

EX. GRAVEL APRON

EX. ASPHALT ROAD (92'± WIDE)

8'x12' BORING PIT (WATER)

APPROX. UNDER-GROUND BORING AREA (WATER) (±63 L.F.)

APPROX. UNDER-GROUND BORING AREA (SEWER)

EX. 5'± WIDE CONCRETE SIDEWALK (TYP.)

EX. ASPHALT ROAD (93'± WIDE)

EX. RIP RAP

APPROXIMATE EX. WATER'S EDGE

EX. DESTIN MATTIE KELLY PIER SIGN

JOE'S BAYOU

EX. 6.5'± WIDE WOOD PIER

EX. ROPE GATE BETWEEN 6" PILINGS

CITY OF DESTIN PARCEL

EX. 4'x4' STORM DRAIN INLET GRATE: 2.72 BOTTOM: 2.20

FLOOD ZONE AE (EL. 10)

FLOOD ZONE AE (EL. 9)

R/W

C/L

HORIZONTAL SCALE: 1" = 10'

0 5' 10' 20' 30'

N

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JOB: 24-25
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DESIGNED: JSE
DRAWN: MPF/JMF

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT

DESTIN, FLORIDA

UTILITY PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

REV	DATE	DESCRIPTION	BY
***	***	***	***

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

PROFESSIONAL ENGINEER ★ JAMIE STEWART EUBANKS ★ LICENSE No 71438 ★ STATE OF FLORIDA

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PROJECT SUMMARY

LOCAL BRIDGE CONSULTANT
- NAME = Patrick Herl
- EMAIL = Patrick.Herl@conteches.com
- PHONE NUMBER = 614-310-8770

STRUCTURE DETAILS
- STRUCTURE #1
- SPAN = 8'-9"
- RISE = 2'-6"
- LENGTH = 63.25 FT.
- LOAD = HL-93
- SHELL TYPE = R1
- MIN COVER = 1.4 (ft)
- MAX COVER = 5 (ft)

FOUNDATIONS
- FOUNDATION TYPE = STEEL EXPRESS

INLET HEADWALL
- INLET HEADWALL TYPE = METAL
- INLET HEADWALL HEIGHT = 6.17 FT.
- INLET HEADWALL WIDTH = 13.5 FT.
- INLET HEADWALL TRENCH = 2 FT.

OUTLET HEADWALL
- OUTLET HEADWALL TYPE = METAL
- OUTLET HEADWALL HEIGHT = 6.17 FT.
- OUTLET HEADWALL WIDTH = 13.5 FT.
- OUTLET HEADWALL TRENCH = 2 FT.

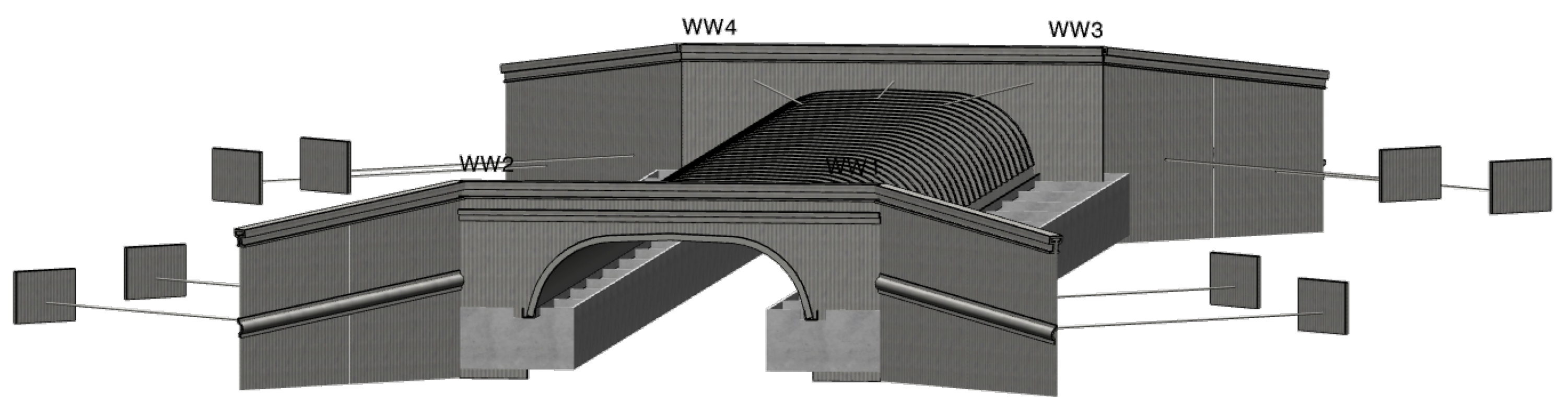
WINGWALLS
- WW1 ANGLE = 45 DEG.
- WW1 LENGTH = 9 FT.
- WW1 HIGH HEIGHT = 6.17 FT.
- WW1 LOW HEIGHT = 5.00 FT.

- WW2 ANGLE = 45 DEG.
- WW2 LENGTH = 9 FT.
- WW2 HIGH HEIGHT = 6.17 FT.
- WW2 LOW HEIGHT = 5.00 FT.

- WW3 ANGLE = 45 DEG.
- WW3 LENGTH = 9 FT.
- WW3 HIGH HEIGHT = 6.17 FT.
- WW3 LOW HEIGHT = 5.00 FT.

- WW4 ANGLE = 45 DEG.
- WW4 LENGTH = 9 FT.
- WW4 HIGH HEIGHT = 6.17 FT.
- WW4 LOW HEIGHT = 5.00 FT.

ALBC ALUMINUM BOX CULVERT DYO
ALBC #1



NOTES

1. THIS BRIDGE HAS BEEN DESIGNED FOR GENERAL SITE CONDITIONS. THE PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE STRUCTURE'S SUITABILITY TO THE EXISTING SITE CONDITIONS AND FOR THE HYDRAULIC EVALUATION -- INCLUDING SCOUR AND CONFIRMATION OF SOIL CONDITIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTOR MUST VERIFY ALL ELEVATIONS SHOWN THROUGH THE ENGINEER.
3. ONLY CONTECH ENGINEERED SOLUTIONS LLC, THE ALUMINUM BOX CULVERT (ALBC) APPROVED MANUFACTURER IN THE PROJECT STATE, MAY PROVIDE THE STRUCTURE DESIGNED IN ACCORDANCE WITH THESE PLANS.
4. THIS DYOB DRAWING IS A CONCEPTUAL DESIGN. PLEASE WORK WITH YOUR LOCAL BRIDGE CONSULTANT FOR FURTHER SOLUTION DEVELOPMENT AND PRICING.

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CONTECH STRUCTURAL PLATE
DYOB DRAWING

DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.: 43712	DYO No.: 61677	DATE: 10/21/2024
DESIGNED: DYO		DRAWN: DYO
CHECKED: DYO		APPROVED: DYO
SHEET NO.: D1 OF D10		

1.0 STANDARDS AND DEFINITIONS

1.1 STANDARDS - ALL STANDARDS REFER TO LATEST EDITION UNLESS OTHERWISE NOTED.

1.1.1 ASTM B-864 "STANDARD SPECIFICATION FOR CORRUGATED ALUMINUM BOX CULVERTS" (AASHTO DESIGNATION M-219).

1.1.2 AASHTO LRFD SPECIFICATION FOR HIGHWAY BRIDGES - SECTION 12 DIVISION I - DESIGN.

1.1.3 AASHTO LRFD SPECIFICATION FOR HIGHWAY BRIDGES - SECTION 26 DIVISION II - CONSTRUCTION.

1.2 DEFINITIONS

1.2.1 OWNER - IN THESE SPECIFICATIONS THE WORD "OWNER" SHALL MEAN XXXX .

1.2.2 ENGINEER - IN THESE SPECIFICATIONS THE WORD "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD OR OWNER'S DESIGNATED ENGINEERING REPRESENTATIVE.

1.2.3 MANUFACTURER - IN THESE SPECIFICATIONS THE WORD "MANUFACTURER" SHALL MEAN CONTECH ENGINEERED SOLUTIONS, LLC 800-338-1122.

1.2.4 CONTRACTOR - IN THESE SPECIFICATIONS THE WORD "CONTRACTOR" SHALL MEAN THE FIRM OR CORPORATION UNDERTAKING THE EXECUTION OF ANY INSTALLATION WORK UNDER THE TERMS OF THESE SPECIFICATIONS.

1.2.5 APPROVED - IN THESE SPECIFICATIONS THE WORD "APPROVED" SHALL REFER TO THE APPROVAL OF THE ENGINEER OR HIS DESIGNATED REPRESENTATIVE.

1.2.6 AS DIRECTED - IN THESE SPECIFICATIONS THE WORDS "AS DIRECTED" SHALL REFER TO THE DIRECTIONS TO THE CONTRACTOR FROM THE OWNER OR HIS DESIGNATED REPRESENTATIVE.

2.0 GENERAL CONDITIONS

2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT AND PERFORM ALL WORK AND SERVICES EXCEPT THOSE SET OUT AND FURNISHED BY THE OWNER, NECESSARY TO COMPLETE IN A SATISFACTORY MANNER THE SITE PREPARATION, EXCAVATION, FILLING, COMPACTION, GRADING AS SHOWN ON THE PLANS AND AS DESCRIBED THEREIN. THIS WORK SHALL CONSIST OF ALL MOBILIZATION CLEARING AND GRADING, GRUBBING, STRIPPING, REMOVAL OF EXISTING MATERIAL UNLESS OTHERWISE STATED, PREPARATION OF THE LAND TO BE FILLED, FILLING OF THE LAND, SPREADING AND COMPACTION OF THE FILL, AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING OF THE CUT AND FILL AREAS TO CONFORM WITH THE LINES, GRADES, SLOPES, AND SPECIFICATIONS. THIS WORK IS TO BE ACCOMPLISHED UNDER THE OBSERVATION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE.

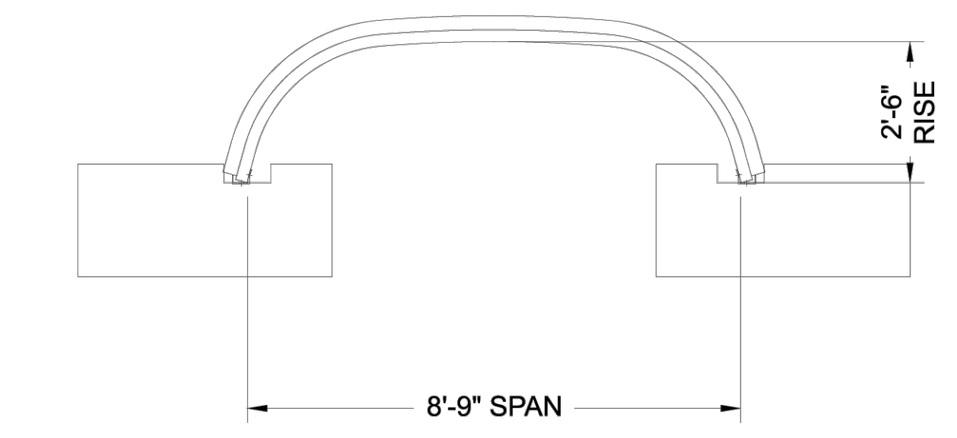
2.2 PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL EXAMINE, INVESTIGATE AND INSPECT THE CONSTRUCTION SITE AS TO THE NATURE AND LOCATION OF THE WORK, AND THE GENERAL AND LOCAL CONDITIONS AT THE CONSTRUCTION SITE, INCLUDING WITHOUT LIMITATION, THE CHARACTER OF SURFACE OR SUBSURFACE CONDITIONS AND OBSTACLES TO BE ENCOUNTERED ON AND AROUND THE CONSTRUCTION SITE AND SHALL MAKE SUCH ADDITIONAL INVESTIGATION AS HE MAY DEEM NECESSARY FOR THE PLANNING AND PROPER EXECUTION OF THE WORK.

IF CONDITIONS OTHER THAN THOSE INDICATED ARE DISCOVERED BY THE CONTRACTOR, THE OWNER SHALL BE NOTIFIED IMMEDIATELY. THE MATERIAL WHICH THE CONTRACTOR BELIEVES TO BE A CHANGED CONDITION SHALL NOT BE DISTURBED SO THAT THE OWNER CAN INVESTIGATE THE CONDITION.

2.3 THE CONSTRUCTION SHALL BE PERFORMED UNDER THE DIRECTION OF THE ENGINEER.

2.4 ALL ASPECTS OF THE STRUCTURE DESIGN AND SITE LAYOUT INCLUDING FOUNDATIONS, BACKFILL, END TREATMENTS AND NECESSARY SCOUR CONSIDERATION SHALL BE PERFORMED BY THE ENGINEER.

ANY INSTALLATION GUIDANCE PROVIDED HEREIN SHALL BE ENDORSED BY THE ENGINEER OR SUPERSEDED BY THE ENGINEER'S PLANS AND SPECIFICATIONS.



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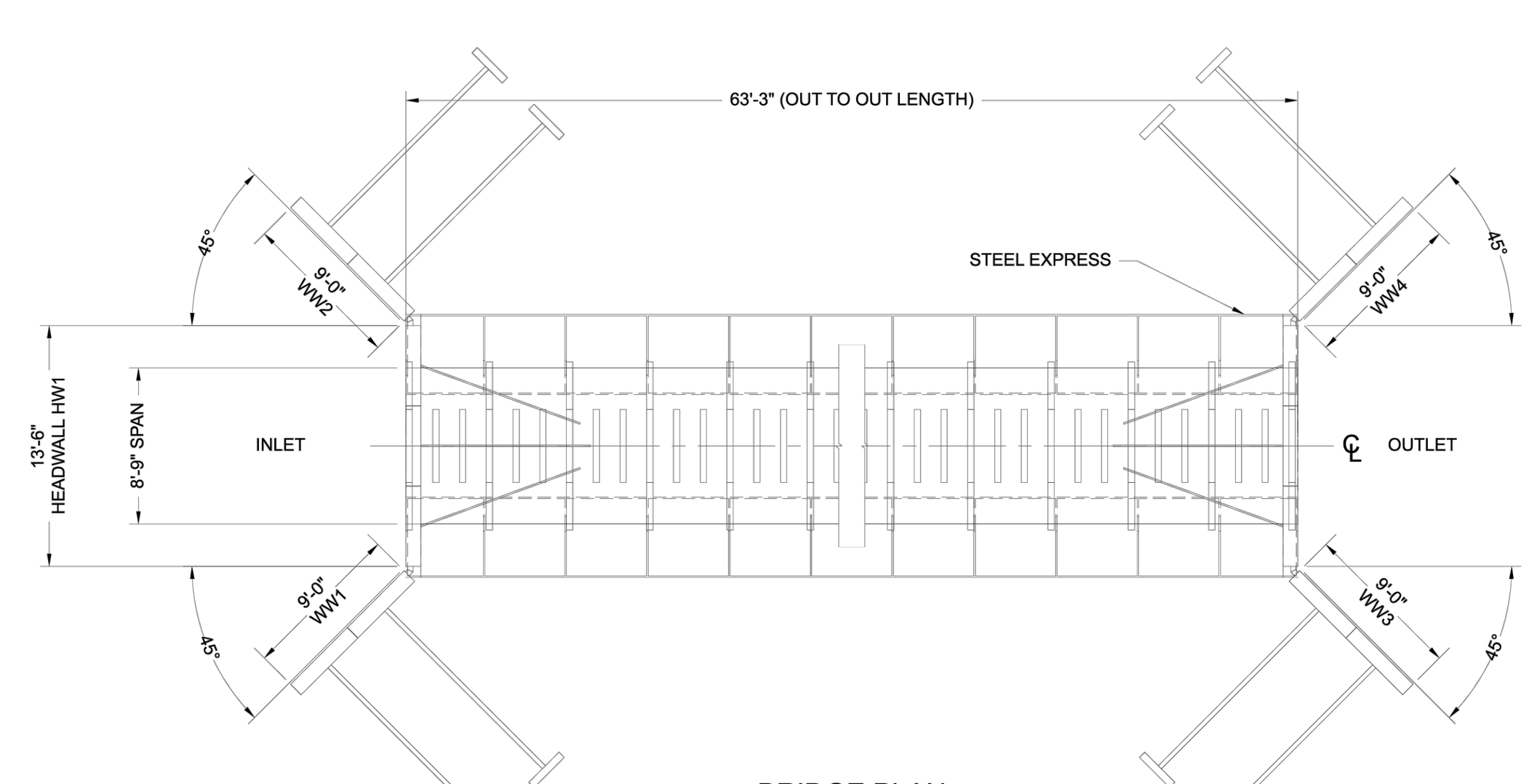
DYOB DRAWING
DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE
PROJECT No.: 43712 DYO No.: 61677 DATE: 10/21/2024
DESIGNED: DYO DRAWN: DYO
CHECKED: DYO APPROVED: DYO
SHEET NO.: D2 OF D10



BRIDGE PLAN

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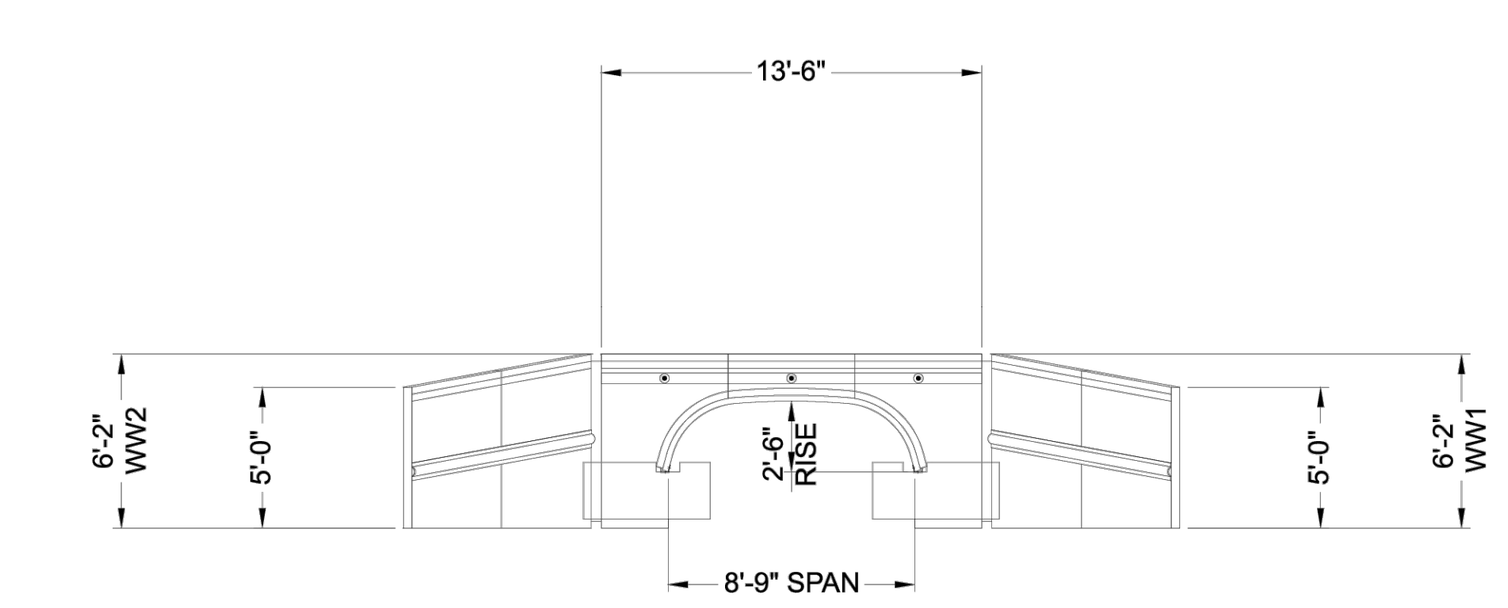
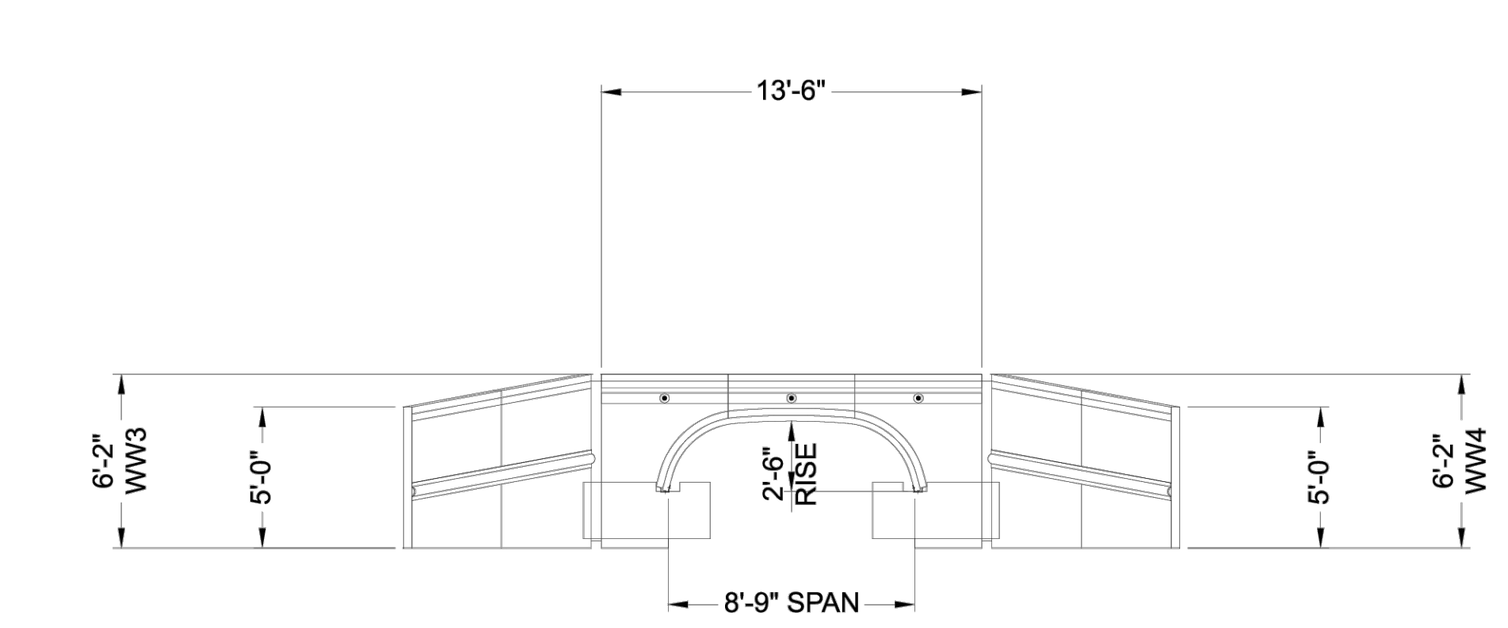


INLET END ELEVATION



OUTLET END ELEVATION

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PROJECT No.: 43712 DYO No.: 61677 DATE: 10/21/2024
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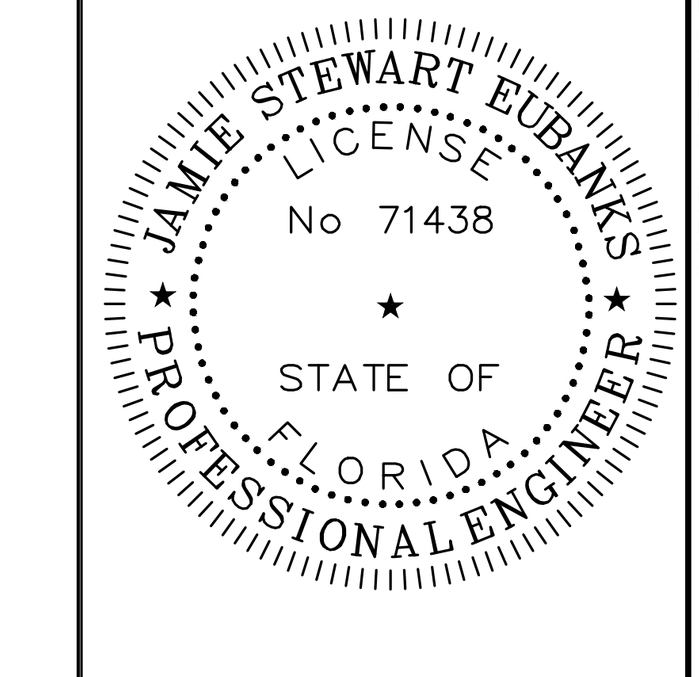

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FL. REGISTRATION NO. 71438

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***	***	***	***

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS
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DATE: 5/14/2025
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DRAWN: MPF/JMF

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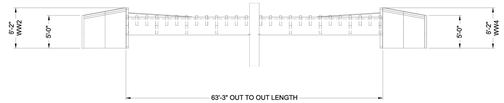
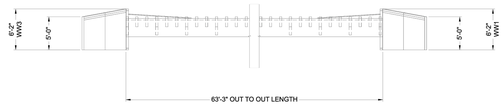


PROFILE



PROFILE

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DYOB DRAWING

DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.:	DYO No.:	DATE:
43712	61677	10/21/2024
DESIGNED: DYO	DRAWN: DYO	
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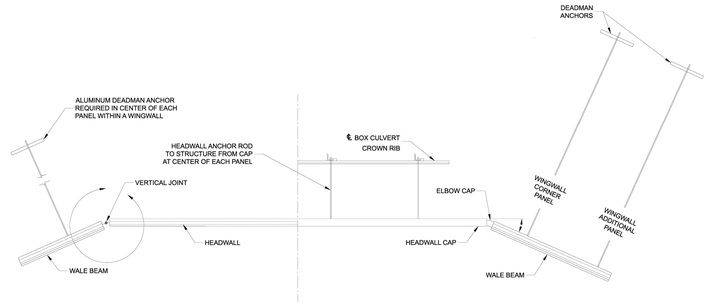
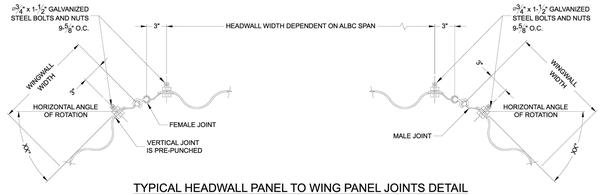


PLAN VIEW



TYPICAL HEADWALL PANEL TO WING PANEL JOINTS DETAIL
(BOTH ENDS)

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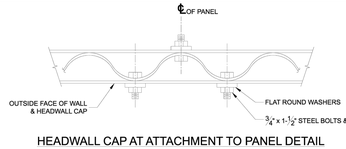
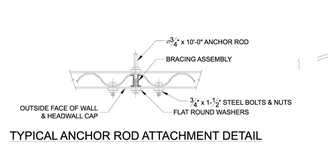
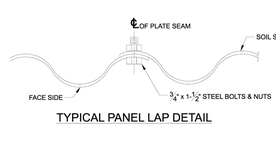


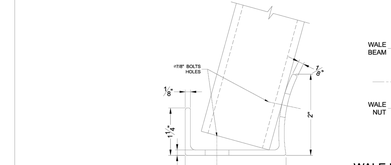
HEADWALL CAP AT ATTACHMENT TO PANEL DETAIL



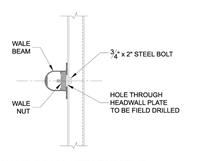
TYPICAL ANCHOR ROD ATTACHMENT DETAIL



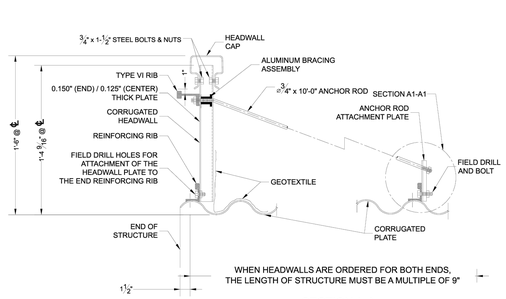
TYPICAL PANEL LAP DETAIL



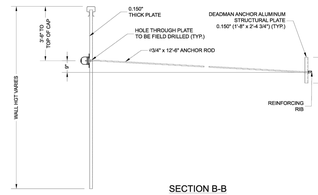
ALUMINUM RECEIVING CHANNEL



WALE BEAM ATTACHMENT



SECTION A-A
HEADWALL ATTACHMENT
TO CROWN OF STRUCTURE



SECTION B-B
DEADMAN ANCHOR ATTACHMENT

NOTES:

1) REVERSE CROWN RIB FOR PROPER ANCHOR ROD ATTACHMENT PLATE ORIENTATION.

2) NO SPLICE PLATES ARE USED FOR THE TYPE IV REINFORCING RIBS ATTACHED TO THE CORRUGATED HEADWALL.

3) REINFORCING RIB AT EACH END OF STRUCTURE MUST BE ORIENTED SUCH THAT THE HEADWALL CAN BE PLACE BEHIND THEM AS SHOWN.

4) MINIMUM TOE DEPTH OF HEADWALL IS 24 INCHES.

5) IF HEADWALL HEIGHT > 24 INCHES, A SPECIAL HEADWALL DETAIL IS REQUIRED.

PRELIMINARY
NOT FOR CONSTRUCTION

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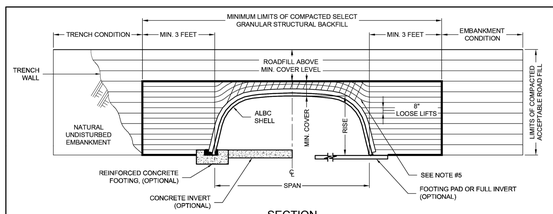
CONTECH STRUCTURAL PLATE

DYOB DRAWING

DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.:	DYO No.:	DATE:
43712	61677	10/21/2024
DESIGNED: DYO	DRAWN: DYO	
CHECKED: DYO	APPROVED: DYO	
SHEET NO.: D7 OF D10		



SECTION

SELECT GRANULAR STRUCTURAL BACKFILL LIMITS.

INITIAL LIFTS OVER THE CROWN OF STRUCTURE AS INDICATED BY SHADED AREA TO BE COMPACTED TO REQUIRED DENSITY WITH HAND OPERATED EQUIPMENT OR WITH LIGHTWEIGHT(D-4 OR LIGHTER) EQUIPMENT.

NOTES:

1. ALL SELECT GRANULAR BACKFILL TO BE PLACED IN A BALANCED FASHION IN THIN LIFTS (8" LOOSE TYPICALLY) AND COMPACTED TO 90 PERCENT DENSITY PER AASHTO T-180.
2. COMPLETE AND REGULAR MONITORING OF THE ALUMINUM BOX CULVERT SHAPE IS NECESSARY DURING ALL BACKFILLING OF THE STRUCTURE.
3. PREVENT DISTORTION OF SHAPE AS NECESSARY BY VARYING COMPACTION METHODS AND EQUIPMENT.
4. TRENCH WIDTH OTHER THAN 3 FEET SHALL BE BY DIRECTION OF THE ENGINEER OF RECORD.
5. SWITCH TO PLACING SELECT GRANULAR BACKFILL NEAR IN RADIAL LIFTS THE MIDDLE OF THE HAUNCH CURVE.

ADDITIONAL SELECT GRANULAR STRUCTURAL BACKFILL NOTES:

SATISFACTORY BACKFILL MATERIAL, PROPER PLACEMENT, AND COMPACTION ARE KEY FACTORS IN OBTAINING MAXIMUM STRENGTH AND STABILITY.

THE BACKFILL MATERIAL SHOULD BE FREE OF ROCKS, FROZEN LUMPS, AND FOREIGN MATERIAL THAT COULD CAUSE HARD SPOTS OR DECOMPOSE TO CREATE VOIDS. BACKFILL MATERIAL SHOULD BE WELL GRADED GRANULAR MATERIAL THAT MEETS THE REQUIREMENTS OF AASHTO M-145 FOR SOIL CLASSIFICATIONS A-1, A-2-4, A-2-5, OR A-3 MODIFIED.

SEE THE STRUCTURAL PLATE BACKFILL GROUP CLASSIFICATION TABLE ON THIS SHEET.
BACKFILL MUST BE PLACED SYMMETRICALLY ON EACH SIDE OF THE STRUCTURE IN 8" LOOSE LIFTS. EACH LIFT IS TO BE COMPACTED TO A MINIMUM OF 90% DENSITY PER AASHTO T-180.

A HIGH PERCENTAGE OF SILT OR FINE SAND IN THE NATIVE SOILS SUGGESTS THE NEED FOR A WELL GRADED GRANULAR BACKFILL MATERIAL TO PREVENT SOIL MIGRATION. IF THE PROPOSED BACKFILL IS NOT A WELL-GRADED MATERIAL, A NON-WOVEN GEOTEXTILE FILTER FABRIC SHALL BE PLACED BETWEEN THE SELECT BACKFILL AND THE IN SITU MATERIAL.

DURING BACKFILL, ONLY LIGHTWEIGHT TRACKED VEHICLES (D-4 OR LIGHTER) SHOULD BE NEAR THE STRUCTURE AS FILL PROGRESSES ABOVE THE CROWN AND TO THE FINISHED GRADE. THE ENGINEER AND CONTRACTOR ARE CAUTIONED THAT THE MINIMUM COVER MAY NEED TO BE INCREASED TO HANDLE TEMPORARY CONSTRUCTION VEHICLE LOADS (HEAVIER THAN D-4).

STRUCTURAL PLATE BACKFILL GROUP CLASSIFICATION, REFERENCE AASHTO M-145

GROUP CLASSIFICATION	A-1-a	A-1-b	A-2-4	A-2-5	A-3
Sieve Analysis Percent Passing					
No. 10 (2.000 mm)	50 max.	----	----	----	----
No. 40 (0.425 mm)	30 max.	50 max.	----	----	51 max.*
No. 200 (0.075 mm)	15 max.	25 max.	35 max.	35 max.	10 max.
Atterberg Limits for Fraction Passing No. 40 (0.425 mm)					
Liquid Limits	----	----	40 max.	41 min.	----
Plasticity Index	6 max.	6 max.	10 max.	10 max.	Non Plastic
Usual Materials	Stone Fragment, Gravel and Sand		Silty or Clayey Gravel and Sand		Coarse Sand

*Modified from M-145.

Fine beach sands, windblown sands, stream deposited sands, etc., exhibiting fine, rounded particles and typically Classified by AASHTO M-145 as A-3 materials should not be used.

Reference the most current version of ASTM D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System), for comparable soil groups.

1.0 STANDARDS AND DEFINITIONS

1.1 STANDARDS - All standards refer to the current ASTM/AASHTO edition unless otherwise noted.

1.1.1 ASTM B-864 "Standard Specification for Corrugated Aluminum Box Culverts" (AASHTO Designation M-219).

1.1.2 AASHTO Standard Specification for Highway Bridges - Section 12 Division I - Design, AASHTO LRFD Bridge Design Specifications Section 12.

1.1.3 AASHTO Standard Specification for Highway Bridges - Section 26 Division II - Construction, AASHTO LRFD Bridge Construction Specifications - Section 26. ASTM B789, Standard Practice for Installing Corrugated Aluminum Structural Plate Pipe.

1.2 DEFINITIONS

1.2.1 Owner - In these specifications the word "Owner" shall mean

1.2.2 Engineer - In these specifications the word "Engineer" shall mean the Engineer of Record or Owner's designated engineering representative.

1.2.3 Manufacturer - In these specifications the word "Manufacturer" shall mean CONTECH ENGINEERED SOLUTIONS 800-338-1122

1.2.4 Contractor - In these specifications the word "Contractor" shall mean the firm or corporation undertaking the execution of any installation work under the terms of these specifications.

1.2.5 Approved - In these specifications the word "approved" shall refer to the approval of the Engineer or his designated representative.

1.2.6 As Directed - In these specifications the words "as directed" shall refer to the directions to the Contractor from the Owner or his designated representative.

2.0 GENERAL CONDITIONS:

2.1 Any installation guidance provided herein shall be endorsed by the engineer; discrepancies herein are governed by the Engineer's plans and specifications.

2.2 The Contractor shall furnish all labor, material and equipment and perform all work and services except those set out and furnished by the Owner, necessary to complete in a satisfactory manner the site preparation, excavation, filling, compaction, grading as shown on the plans and as described therein. This work shall consist of all mobilization clearing and grading, grubbing, stripping, removal of existing material unless otherwise stated, preparation of the land to be filled, filling of the land, spreading and compaction of the fill, and all subsidiary work necessary to complete the grading of the cut and fill areas to conform with the lines, grades, slopes, and specifications. This work is to be accomplished under the observation of the Owner or his designated representative.

2.3 Prior to bidding the work, the Contractor shall examine, investigate and inspect the construction site as to the nature and location of the work, and the general and local conditions at the construction site, including without limitation, the character of surface or subsurface conditions and obstacles to be encountered on and around the construction site and shall make such additional investigation as he may deem necessary for the planning and proper execution of the work.

If conditions other than those indicated are discovered by the Contractor, the Owner shall be notified immediately. The material which the Contractor believes to be a changed condition shall not be disturbed so that the owner can investigate the condition.

2.4 The construction shall be performed under the direction of the Engineer.

2.5 All aspects of the structure design and site layout including foundations, backfill, end treatments and necessary scour consideration shall be performed by the Engineer.

3.0 ASSEMBLY AND INSTALLATION

3.1 Bolts and nuts shall conform to the requirements of ASTM A-307 and/or ASTM A-449. The box culvert shall be assembled in accordance with the plate layout drawings provided by the manufacturer and per the manufacturer's recommendations.

Bolts shall be tightened using an applied torque of between 100 and 150 ft.-lbs.

3.2 The box culvert shall be installed in accordance with the plans and specifications, the manufacturer's recommendations, and AASHTO Standard Specification for Highway Bridges – Section 26 Division II - ConstructionAASHTO LRFD Bridge Construction Specifications - Section 26.

3.3 Trench excavation shall be made in embankment material that is structurally adequate. The trench width shall be shown on the plans. Poor quality in situ embankment material must be removed and replaced with suitable backfill as directed by the Engineer.

3.4 Aluminum Box Culvert designs require a minimum allowable soil-bearing pressure of 4,000 psf. Lower bearing capacities may be accommodated with a site specific design for an aluminum foundation or a concrete footing.

If the engineer determines the material foundation is inadequate to support the structure's backfill, the poor material shall be excavated, removed and replaced to a suitable depth with competent material. The specific depth of excavation required may be reduced by utilizing a geosynthetic reinforced foundation as designed by a qualified geotechnical engineer. For additional information contact your local Contech representative.

3.5 When a metal foundation is used, the soil bedding requires a minimum of 6 inches of loose granular material with a maximum particle size of one half the corrugation depth. The proper width of the bedding material required shall conform to the project plans and specifications.

Bedding preparation is critical to both structure performance and service life. The bedding should be constructed to uniform line and grade to avoid distortions that may create undesirable stresses in the structure and/or rapid deterioration of the roadway. The bed should be free of rock formations, protruding stones, frozen lumps, roots, and other design matter that may cause unequal settlement.

3.6 The structure shall be assembled in accordance with the Manufacturer's instructions. All plates shall be unloaded and handled with reasonable care. Plates shall not be rolled or dragged over gravel rock and shall be prevented from sliding rock or other hard objects during placement in trench or on bedding.

When installed on a full invert or on flexible footing pads, assembly of the invert or footing pads shall start at the downstream end. Circumferential seam laps shall shingle over the top of the downstream plates as assembly progresses upstream. Whether the box culvert is installed on a concrete footing, full metal invert, or flexible footing pad, assembly of the structure shall shall start at the upstream end. Downstream rings of plates shall be assembled outside of the upstream rings (Circumferential seams are shingled downstream when viewed from the inside of the shell).

3.7 The structure shall be backfilled using clean well graded granular material that meets the requirements for soil classifications A-1, A-2-4, A-2-5, or A-3 modified per AASHTO M-145. See the structural plate backfill group classification table on this sheet.

Backfill must be placed symmetrically on each side of the structure in 8 inch loose lifts. Each lift shall be compacted to a minimum of 90 percent density per AASHTO T-180.

3.8 Standard highway loads that meet the permissible design load limits for an Aluminum Box Culvert are not allowed on the structure until it is backfilled completely and pavement is in place.

The addition of temporary soil for heavy construction loads is not feasible or permissible for Aluminum Box Culverts. By design, these structures are limited in the range of permissible fill heights and live loads.

Heavy construction loads that exceed that of the particular highway live load design limits are not allowed on Aluminum Box Culverts without approval from the Engineer.

3.9 If an aluminum headwall and/or wingwall system is specified, the select granular structural backfill limits shall extend past the deadman anchor system. Contact the Engineer if stiff material or rock is encountered where the wingwalls and deadmen are to be installed.

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CONTECH STRUCTURAL PLATE

DYOB DRAWING

ALBC
SPECIFICATIONS

PROJECT No.:	DATE:
DESIGNED: DYO	DRAWN: DYO
CHECKED: DYO	APPROVED: DYO
SHEET NO.: D8 OF D10	

JENKINS ENGINEERING, INC.
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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
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SHEET NUMBER
C09

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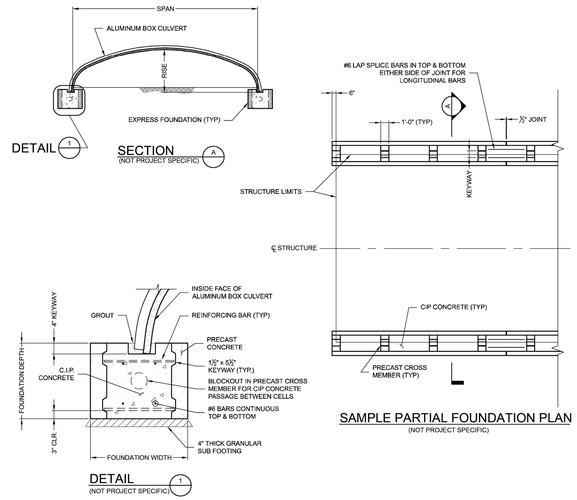
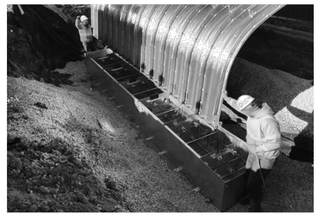


SAMPLE PARTIAL FOUNDATION PLAN
(NOT PROJECT SPECIFIC)

EXPRESS FOUNDATIONS





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CONTECH STRUCTURAL PLATE

DYOB
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PROJECT No.:		DATE:	
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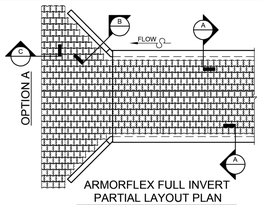
SHEET NO.:	D9	OF	D10

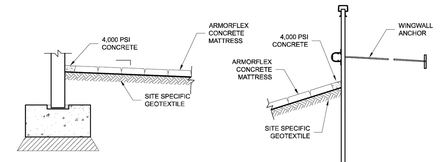
SAMPLE DRAWING ONLY



A-JACKS PARTIAL INVERT
N.T.S.

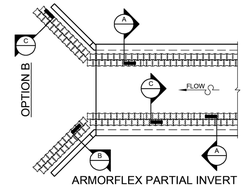


ARMORFLEX FULL INVERT PARTIAL LAYOUT PLAN
N.T.S.

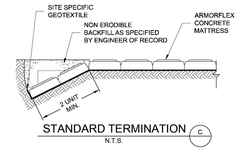


ARMORFLEX STRUCTURE TERMINATION A
N.T.S.

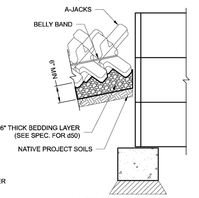
ARMORFLEX WINGWALL TERMINATION B
N.T.S.



ARMORFLEX PARTIAL INVERT PARTIAL LAYOUT PLAN
N.T.S.



STANDARD TERMINATION C
N.T.S.



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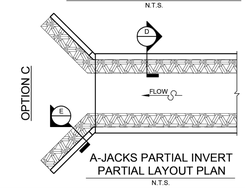

A-JACKS PARTIAL INVERT PARTIAL LAYOUT PLAN
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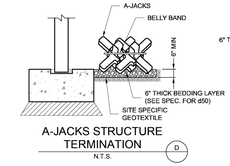

A-JACKS STRUCTURE TERMINATION D
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CONTECH STRUCTURAL PLATE

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10 OF 18

SHEET NUMBER
C10

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SHEET	TABLE OF CONTENTS
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3	Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
4	Flagger Control Survey Work Zones Signs
5	Work Zone Sign Supports
6	Commonly Used Warning and Regulatory Signs In Work Zones
7	Manholes/Crosswalks/Joints Truck Mounted Attenuators Signals Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards
8	Drop-Offs In Work Zones
9	Business Entrance Temporary Asphalt Separator
10	Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.

2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, Flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.

3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 2
TAPER LENGTH "L"

Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

Where: W = width of offset in feet
S = speed in mph

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500

* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.

TABLE 4
BUFFER LENGTH "B"

Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.

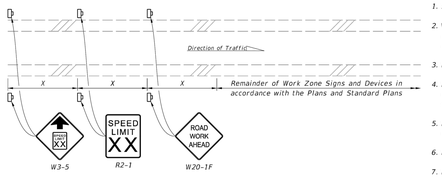
CLEAR ZONE WIDTHS FOR WORK ZONES:

The term 'clear zone' describes the unobstructed relatively flat area, impacted by construction, extending outward from the edge of the traffic lane. The table below gives clear zone widths in work zones for medians and roadside conditions other than for roadside canals; where roadside canals are present, clear zone widths are to conform with the distances to canals as described in the FDOT Design Manual 215.2.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (feet)	AUXILIARY LANES & SINGLE LANE RAMPS (feet)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.



SPEED REDUCTION SIGNING

NOTES:

1. X = Work Zone Sign Spacing
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (W3-5 and R2-1) in advance of the "Road Work Ahead" sign (W20-1F) as shown.
3. Do not use this detail in conjunction with the Motorist Awareness System.
4. For speed reductions greater than 10 MPH, reduce the speed in 10 MPH increments of 'X' distance. Do not reduce the speed below the minimum statutory speed for the class of facility.
5. Place additional "Speed Limit" signs (R2-1) at intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For undivided roadways, omit the signs shown in the median.
7. Remove temporary regulatory speed signs as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the regulatory speed existing prior to construction will automatically go back into effect.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applied to the design radii. Under conditions where normal crown controls curvature, the minimum radii that can be applied are listed in the table below.

TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	feet
70	4090
65	3130
60	2400
55	1840
50	1390
45	1080
40	820
35	610
30	430

Superelevate When Smaller Radii is Used

LENGTH OF LANE CLOSURES:

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (includes taper, buffer, and work zone) in any given direction and must not close two consecutive interchanges.

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions to Lane Widths, Heights or Load Capacity can greatly impact the movement of over dimensioned loads. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410-5777, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided shall include location, type of restriction (height, width or weight) and restriction time frames. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths of through roadways should be maintained through work zone travel ways wherever practical. Provide minimum widths for work zone travel lanes as follows: 11' for Interstate with at least one 12' lane provided in each direction, unless formally excepted by the Federal Highway Administration; 11' for all other limited access roadways; and 10' for all other facilities.

HIGH-VISIBILITY SAFETY APPAREL:

All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High-Visibility Safety Apparel", and labeled as ANSI/ISEA 107-2004 or newer. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.

WORKERS: All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high-visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high-visibility safety apparel.

UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS: For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

DEFINITIONS:

Regulatory Speed (In Work Zones)

The maximum permitted travel speed posted for the work zone is indicated by the regulatory speed limit signs. The work zone speed must be shown or noted in the plans. This speed should be used as the minimum design speed to determine runout lengths, departure rates, flare rates, lengths of need, clear zone widths, taper lengths, crash cushion requirements, marker spacings, superelevation and other similar features.

Advisory Speed

The maximum recommended travel speed through a curve or a hazardous area.

Travel Way

The portion of the roadway for the movement of vehicles. For traffic control through work zones, travel way may include the temporary use of shoulders and any other permanent or temporary surface intended for use as a lane for the movement of vehicular traffic.

a. Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.

b. Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

Detour, Lane Shift, and Diversion

A detour is the redirection of traffic onto another roadway to bypass the temporary traffic control zone. A lane shift is the redirection of traffic onto a different section of the permanent pavement. A diversion is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.

Aboveground Hazard

An aboveground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, i.e., anything that is greater than 4" in height and is firm and unyielding or doesn't meet breakaway requirements.

TEMPORARY TRAFFIC CONTROL DEVICES:

1. All temporary traffic control devices shall be ON the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

2. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered. Do not store temporary traffic control devices on the shoulder, sidewalk, or other roadway facility not affected by the work when work is suspended.

3. Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a channelizing device placed at each corner when in use and shall be moved outside the travel way and clear zone or be shielded by a barrier or crash cushion when not in use.

OVERHEAD WORK:

Work is only allowed over a traffic lane when one of the following options is used:

OPTION 1 (OVERHEAD WORK USING A MODIFIED LANE CLOSURE)

Overhead work using a modified lane closure is allowed if all of the following conditions are met:

a. Work operation is located in a signalized intersection and limited to signals, signs, lighting and utilities.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
e. Aerial lift equipment is placed directly below the work area to close the lane.
f. Traffic control devices are placed in advance of the vehicle/equipment closing the lane using a minimum 100 foot taper.
g. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.

OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above a open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. No encroachment by any part of the work activities and equipment within an area bounded by 2 feet outside the edge of travel way and 18 feet high.
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
b. Work operations are 1 day or less.
c. Speed limit is 45 mph or less.
d. No encroachment by any part of the work activities and equipment within 2 foot from the edge of travel way up to 18' height. Above 18' in height, no encroachment by any part of the work activities and equipment over the open traffic lane (except as allowed in Option 2 for work operations of 60 minutes or less).
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OVERHEAD WORK: (Cont.)

OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA)

Traffic shall be detoured, shifted, diverted or paced as to not encroach in the area directly below the overhead work operations in accordance with the appropriate Index drawing or detailed in the plans. This option applies to, but not limited to, the following construction activities:

a. Beam, girder, segment, and bent/pier cap placement.
b. Form and falsework placement and removal.
c. Concrete placement.
d. Railing construction located at edge of deck.
e. Structure demolition.

OPTION 5 (CONDUCTOR/CABLE PULLING ABOVE AN OPEN TRAFFIC LANE)

Overhead cable and/or de-energized conductor installations initial pull to proper tension shall be done in accordance with the appropriate Index or temporary traffic control plan.

Continuous pulling operations of secured cable and/or conductors are allowed over open lane(s) of traffic with no encroachment by any part of the work activities, materials or equipment within the minimal vertical clearance above the travel way. The utility shall take precautions to ensure that pull ropes and conductors/cables at no time fall below the minimum vertical clearance.

On Limited Access facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include:

a. The temporary traffic control set up for the initial pulling of the pull rope across the roadway.
b. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.

RAILROADS:

Railroad crossings affected by a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include as a minimum: traffic volumes, distance from the tracks to the intersections, lane closure or taper locations, signal timing, etc.

SIGHT DISTANCE:

1. Tapers: Transition tapers should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the taper should begin well in advance of the view obstruction. The beginning of tapers should not be hidden behind curves.

2. Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

ABOVEGROUND HAZARD:

1. Aboveground hazards (see definitions) are to be considered work areas during working hours and treated with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be stored/placed outside the travel way and clear zone or be shielded by a barrier or crash cushion.

2. For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

FLAGGER CONTROL:

Regulatory Speed (In Work Zones)

Where flaggers are used, a FLAGGER symbol or legend sign must replace the WORKERS symbol or legend sign.

The flagger must be clearly visible to approaching traffic for a distance sufficient to permit proper response by the motorist to the flagging instructions, and to permit traffic to reduce speed or to stop as required before entering the work site. Flaggers shall be positioned to maintain maximum color contrast between the Flagger's high-visibility safety apparel and equipment and the work area background.

Hand-Signaling Devices

STOP/SLOW paddles are the primary hand-signaling device. The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. If the STOP/SLOW paddle is placed on a rigid staff, the minimum length of the staff, measured from the bottom of the paddle to the end of the staff that rests on the ground, must not be less than 6 ft. STOP/SLOW paddles shall be at least 24 inches wide with letters at least 6 inches high and should be fabricated from light semirigid material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be orange with black letters and border. When used at night-time, the STOP/SLOW paddle shall be retroreflectorized.

Flag use is limited to immediate emergencies, intersections, and when working on the centerline or shared left turn lanes where two (2) flaggers are required and there is opposing traffic in the adjacent lanes. Flags, when used, shall be a minimum of 24 inches square, made of a good grade of red material, and securely fastened to a staff that is approximately 36 inches in length. When used at nighttime, flags shall be retroreflectorized red.

Flashlight, lantern or other lighted signal that will display a red warning light shall be used at night.

Flagger Stations

Flagger stations shall be located far enough in advance of the work area so that approaching road users will have sufficient distance to stop before entering the work area. When used at nighttime, the flagger station shall be illuminated.

SURVEY WORK ZONES:

The SURVEY CREW AHEAD symbol or legend sign shall be the principal Advance Warning Sign used for Traffic Control Through Survey Work Zones and may replace the ROAD WORK AHEAD sign when lane closures occur, at the discretion of the Party Chief.

When Traffic Control Through Work Zones is being used for survey purposes only, the END ROAD WORK sign as called for on certain 102 Series of Indexes should be omitted.

Survey Between Active Traffic Lanes or Shared Left Turn Lanes

The following provisions apply to Main Roadway Traffic Control Work Zones. These provisions must be adjusted by the Party Chief to fit roadway and traffic conditions when the Survey Work Zone includes intersections.

(A) A STAY IN YOUR LANE (MOT-1-06) sign shall be added to the Advance Warning Sign sequence as the second most immediate sign from the work area.

(B) Elevation Surveys-Cones may be used at the discretion of the Party Chief to protect prism holder and flagger(s). Cones, if used, may be placed at up to 50' intervals along the break line throughout the work zone.

SURVEY WORK ZONES: (Cont.)

(C) Horizontal Control-With traffic flow in the same direction, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' towards the flow of traffic.

(D) Horizontal Control-With traffic flow in opposite directions, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' in both directions towards the flow of traffic.

SIGNS:

SIGN MATERIALS

Mesh signs and non-retroreflective vinyl signs may only be used for daylight operations. Non-retroreflective vinyl signs must meet the requirements of Specifications Section 994.

Retroreflective vinyl signs meeting the requirements of Specification Section 994 may be used for daylight or night operations not to exceed 1 day except as noted in the Indexes.

Rigid or Lightweight sign panels may be used in accordance with the vendor APL drawing for the sign stand to which they are attached.

INTERSECTING ROAD SIGNING

Signing for the control of traffic entering and leaving work zones by way of intersecting crossroads shall be adequate to make drivers aware of work zone conditions. When Work operations exceed 60 minutes, place the ROAD WORK AHEAD sign on the side street entering the work zone.

ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING

Adjoining work zones may not have sufficient spacing for standard placement of signs and other traffic control devices in their advance warning areas or in some cases other areas within their traffic control zones. Where such restraints or conflicts occur or are likely to occur, one of the following methods will be employed to avoid conflicts and prevent conditions that could lead to misunderstanding on the part of the traveling public as to the intended travel way by the traffic control procedure applied:

(A) For scheduled projects the engineer in responsible charge of project design will resolve anticipated work zone conflicts during the development of the project traffic control plan. This may entail revision of plans on preceding projects and coordination of plans on concurrent projects.

(B) Unanticipated conflicts arising between adjoining in progress highway construction projects will be resolved by the Resident Engineer for projects under his residency, and, by the District Construction Engineer for in progress projects under adjoining residencies.

(C) The District Maintenance Engineer will resolve anticipated and occurring conflicts within scheduled maintenance operations.

(D) The Unit Maintenance Engineer will resolve conflicts that occur within routine maintenance works; between routine maintenance work, unscheduled work and/or permitted work; and, between unit controlled maintenance works and highway construction projects.

SIGNS: (Cont.)

SIGN COVERING AND INTERMITTENT WORK STOPPAGE SIGNING

Existing or temporary traffic control signs that are no longer applicable or are inconsistent with intended travel paths shall be removed or fully covered.

Sign blanks or other available coverings must completely cover the existing sign. Rigid sign coverings shall be the same size as the sign it is covering, and bolted in a manner to prevent movement.

Sign covers are incidental to work operations and are not paid for separately.

SIGNING FOR DETOURS, LANE SHIFTS AND DIVERSIONS

Detours should be signed clearly over their entire length so that motorists can easily determine how to return to the original roadway. The reverse curve (W1-4) warning sign should be used for the advanced warning for a lane shift. A diversion should be signed as a lane shift.

EXTENDED DISTANCE ADVANCE WARNING SIGN

Advance Warning Signs shall be used at extended distance of one-half mile or more when limited sight distance or the nature of the obstruction may require a motorist to bring their vehicle to a stop. Extended distance Advanced Warning Signs may be required on any type roadway, but particularly be considered on multilane divided highways where vehicle speed is generally in the higher range (45 MPH or more).

UTILITY WORK AHEAD SIGN

The UTILITY WORK AHEAD (W21-7) sign may be used as an alternate to the ROAD WORK AHEAD or the ROAD WORK XX FT (W20-1) sign for utility operations on or adjacent to a highway.

LENGTH OF ROAD WORK SIGN

The length of road work sign (G20-1) bearing the legend ROAD WORK NEXT_____ MILES is required for all projects of more than 2 miles in length. The number of miles entered should be rounded up to the nearest mile. The sign shall be located at begin construction points.

GROOVED PAVEMENT AHEAD SIGN

The GROOVED PAVEMENT AHEAD sign is required 500 feet in advance of a milled or grooved surface open to traffic. The W8-15P placard shall be used in conjunction with the GROOVED PAVEMENT AHEAD sign.

END ROAD WORK SIGN

The END ROAD WORK sign (G20-2) should be installed on all projects, but may be omitted where the work operation is less than 1 day. The sign should be placed approximately 500 feet beyond the end of a construction or maintenance project unless other distance is called for in the plans. When other Construction or Maintenance Operations occur within 1 mile this sign should be omitted and signing coordinated in accordance with Index 102-600, ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING.

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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

BY	DATE	REV	DESCRIPTION
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-600

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER 11 OF 18

SHEET NUMBER C11

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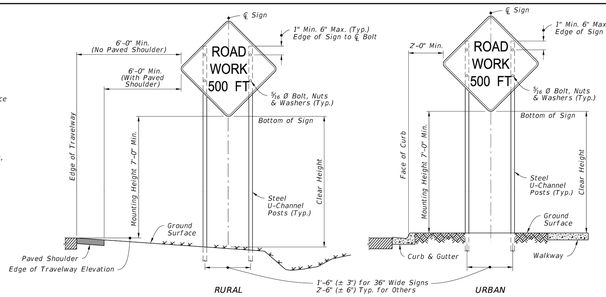
FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

NOTES:

1. All signs shall be post mounted when work operations exceed one day except for:
   a. Road closure signs mounted in accordance with the vendor drawing for the Type III Barricade shown on the APL.
   b. Pedestrian and bicycle advanced warning or pedestrian regulatory signs mounted on sign supports in accordance with the vendor drawing shown on the APL.
   c. Median barrier mounted signs per Index 700-013.
   d. Bridge mounted signs per Index 700-012.
2. Unless shielded with barrier or outside of the Clear Zone, signs mounted on temporary supports or barricades, and barricade/sign combination must be crashworthy in accordance with NCHRP 350 requirements and included on the Approved Products List (APL).
3. Use only approved systems listed on the Department's Approved Products List (APL).
4. Manufacturers seeking approval of U-Channel and steel square tube sign support assemblies for inclusion on the Approved Products List (APL) must submit a APL application, design calculations (for square tube only), and detailed drawings showing the product meets all the requirements of this Index.
5. Provide 3 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.43 in^3 for 60 ksi steel, a minimum section modulus of 0.37 in^3 for 70 ksi steel, or a minimum section modulus of 0.34 in^3 for 80 ksi steel.
6. Provide 4 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.56 in^3 for 60 ksi steel, or a minimum section modulus of 0.47 in^3 for 70 ksi or 80 ksi steel.
7. U-channel posts shall conform with ASTM A 499, Grade 60, or ASTM A 576, Grade 1080 (with a minimum yield strength of 60 ksi). Square tube posts shall conform with ASTM A 653, Grade 50, or ASTM A 1011, Grade 50.
8. Sign attachment bolts, washers, nuts, and spacers shall conform with ASTM A307 or A 36.
9. Install 4 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.
10. The contractor may install 3 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.
11. Install all posts plumb.
12. The contractor may set posts in preformed holes to the specified depth with suitable backfill tamped securely on all sides, or drive 3 lb/ft sign posts and any size base post in accordance with the manufacturer's detail shown on the APL.



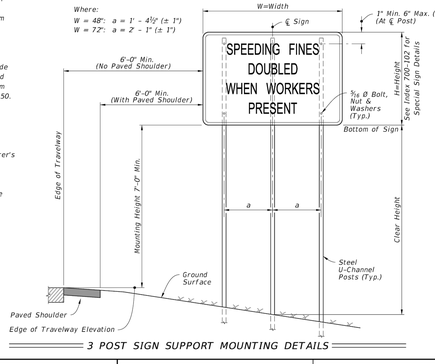
2 POST SIGN SUPPORT MOUNTING DETAILS
(SINGLE POST SIMILAR)

TABLE 7
POST AND FOUNDATION TABLE FOR WORK ZONE SIGNS

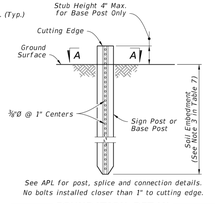
SIGN SHAPE	SIGN SIZE (inches)	NUMBER OF STEEL U CHANNEL POSTS
Octagon	30x30	1
Triangle	36x36x36	1
	48x48x48	1
	60x60x60	2
Rectangle (W x H)	24x18	1
	24x30	1
	30x24	1
	36x18	1
	36x24	1
	48x18	1
	48x24	1
	36x48	2
	48x30	2
	48x36	2
	54x36	2
	48x60	3
	72x48	3
Square	30x30	1
	36x36	2
	48x48	2
Diamond	48x48	2
Circle	36Ø	2

Notes For Table:

1. Use 3 lb/ft posts for Clear Height up to 10' and 4 lb/ft posts for Clear Height up to 12'.
2. Minimum foundation depth is 4.0' for 3 lb/ft posts and 4.5' for 4 lb/ft posts.
3. For both 3 lb/ft and 4 lb/ft base or sign posts installed in rock, a minimum cumulative depth of 2' of rock layer is required.
4. The soil plate as shown on the APL vendor drawing is not required for base posts or sign posts installed in existing rock (as defined in Note 3), asphalt roadway, shoulder pavement or soil under sidewalk.
5. For diamond warning signs with supplement plaque (up to 5 ft^2 in area), use 4 lb/ft posts for up to 10 ft Clear Height (measure to the bottom of diamond warning sign).

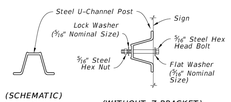


3 POST SIGN SUPPORT MOUNTING DETAILS



See APL for post, splice and connection details.
No bolts installed closer than 1" to cutting edge.

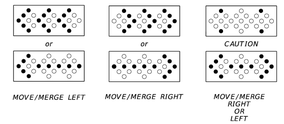
FOUNDATION DETAIL



SIGN ATTACHMENT DETAIL

WORK ZONE SIGN SUPPORTS

LAST REVISION 11/01/21	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 5 of 11



MODES

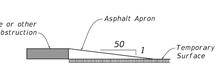
NOTES:
An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.

For shoulder work, blocking the shoulder, for roadside work near the shoulder, or for temporarily closing one lane on a two-lane, two-way roadway, an arrow board shall be used only in the caution mode.

A single arrow board shall not be used to merge traffic laterally more than one lane. When arrow boards are used to close multiple lanes, a single board shall be used at the merging taper for each closed lane.

When Advance Warning Arrow Boards are used at night, the intensity of the flashers shall be reduced during darkness when lower intensities are desirable.

ADVANCE WARNING ARROW BOARDS

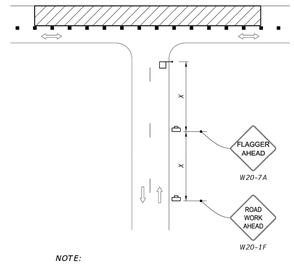


NOTES:
Manholes extending 1" or more above the travel lane and crosswalks having an uneven surface greater than ¼" shall have a temporary asphalt apron constructed as shown above.

All transverse joints that have a difference in elevation of 1" or more shall have a temporary asphalt apron constructed as shown above.

The apron is to be removed prior to constructing the next lift of asphalt. The cost of the temporary asphalt shall be included in the contract unit price for Maintenance of Traffic, LS.

MANHOLES/CROSSWALKS/JOINTS



NOTE:
Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).

SIDE ROAD INTERSECTING THE WORK ZONE

SIGNALS:
Existing traffic signal operations that require modification in order to carry out work zone traffic control shall be included in the Plans and be approved by the District Traffic Operations Engineer.

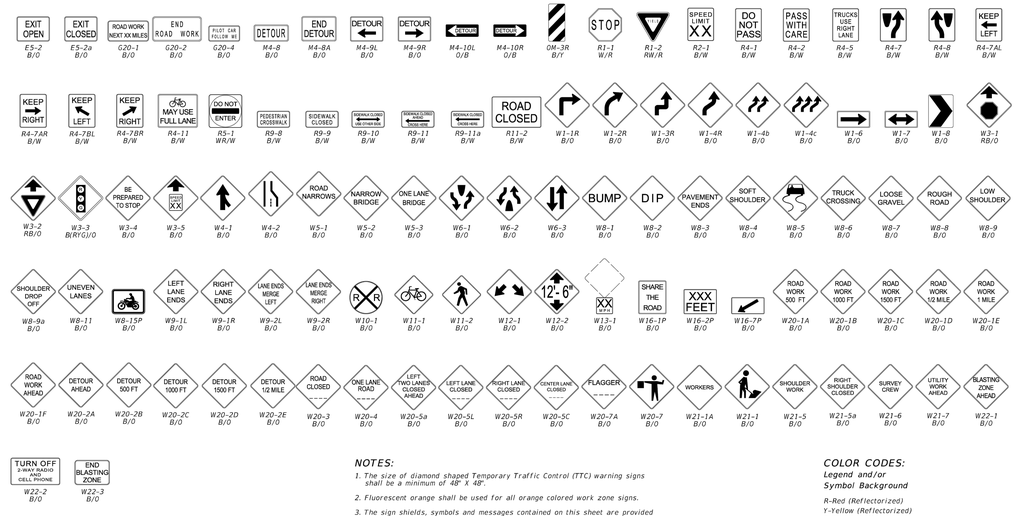
Refer to Specification 102-9 for additional information.

CHANNELIZING DEVICES:
Channelizing devices for work zone traffic control shall be as prescribed in Part VI of the MUTCD, subject to supplemental revisions provided in the contract documents and the 102 Series of Indexes. Lighting Devices must not be used to supplement channelization. Omit tapers and channelizing devices for paved shoulders less than 4' in width.

CHANNELIZING DEVICE CONSISTENCY:
Barricades, vertical panels, cones, tubular markers and drums shall not be intermixed within either the lateral transition or within the tangent alignment.

TRUCK/TRAILER-MOUNTED ATTENUATORS:
Truck/Trailer-mounted attenuators (TMA) can be used for moving operations and short-term stationary operations. For moving operations, see Index 102-607. For short-term, stationary operations, see Part VI of the MUTCD.

LAST REVISION 11/01/21	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 7 of 11



NOTES:
1. The size of diamond shaped Temporary Traffic Control (TTC) warning signs shall be a minimum of 48" X 48".
2. Fluorescent orange shall be used for all orange colored work zone signs.
3. The sign shields, symbols and messages contained on this sheet are provided for ready reference to those signs used in the development of the 102 Series of Indexes and are commonly used in the development of traffic control plans. For additional signs and sign detail information refer to the STANDARD HIGHWAY SIGNS MANUAL as specified in the MUTCD. Special signs for traffic control plans will be as approved by the State Traffic Plans Engineer.

   The sign codes shown on this sheet are for the purpose of identifying cell names found in the Traffic Control Cell Library (TCZ.Cel).

   The STANDARD HIGHWAY SIGNS MANUAL should be referenced for the official sign codes for use in the development of traffic control plans.

   See Index 700-102 for MOT sign details.

COLOR CODES:
Legend and/or Symbol Background
R-Red (Reflectorized)
Y-Yellow (Reflectorized)
G-Green (Reflectorized)
O-Orange (Reflectorized)
B-Black (Non-Reflectorized)
W-White (Reflectorized)

COMMONLY USED WARNING AND REGULATORY SIGNS IN WORK ZONES

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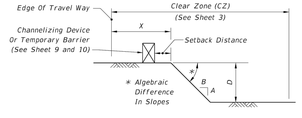
DROP-OFF CONDITION NOTES

1. These conditions and treatments can be applied only in work areas that fall within a properly signed work zone.
2. When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 8). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A:B) steeper than 1:4. In superelevated sections, the algebraic difference in slopes should not exceed 0.25 (See Drop-off Condition Detail).
3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LS. Use of this treatment in lieu of a temporary barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.
4. For Setback Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.
5. For Conditions 1 and 3 provided in Table 8, any drop-off condition that is created and restored within the same work period will not be subject to use of temporary barriers; however, channelizing devices will be required.
6. When permanent curb heights are ≥ 6", no channelizing device will be required. For curb heights < 6", see Table 8.



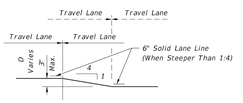
DROP-OFF CONDITION DETAIL

Table 8
Drop-off Protection Requirements

Condition	X (ft)	D (in.)	Device Required
1	0-12	> 3	Temporary Barrier
2	> 12-CZ	> 3 to ≤ 5	Channelizing Device
3	0-CZ	> 5	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING NOTES

1. This treatment applies to resurfacing or milling operations between adjacent travel lanes.
2. Whenever there is a difference in elevation between adjacent travel lanes, the W8-11 sign with "UNEVEN LANES" is required at intervals of ½ mile maximum.
3. If D is 1½" or less, no treatment is required.
4. Treatment allowed only when D is 3" or less.
5. If the slope is steeper than 1:4 (not to be steeper than 1:1), the R4-1 and MOT-1-06 signs shall be used as a supplement to the W8-11; this condition should never exceed 3 miles in length.



TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING DETAIL

PEDESTRIAN WAY DROP-OFF CONDITION NOTES

1. A pedestrian way drop-off is defined as:
   a. a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian way
   b. a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian way when the total drop-off is greater than 60"
2. Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved handrail.

DROP-OFFS IN WORK ZONES

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JAMIE S. EUBANKS, P.E.
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REV	DATE	DESCRIPTION
BY	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-600

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DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

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SHEET NUMBER
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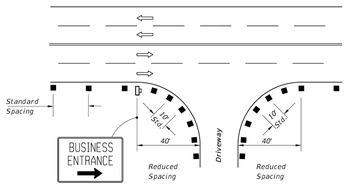
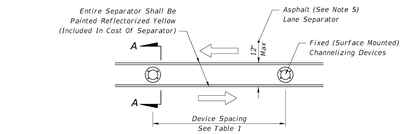
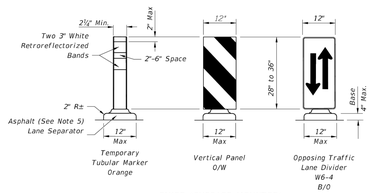


1. For single business entrances, place one 24" x 36" business sign for each driveway entrance affected. Signs shall show specific business names. Logos may be provided by business owners. Standard BUSINESS ENTRANCE sign in Index 700-102 may be used when approved by the Engineer.
2. When several businesses share a common driveway entrance, place one 24" x 36" standard BUSINESS ENTRANCE sign in accordance with Index 700-102 at the common driveway entrance.
3. Channelizing devices shall be placed at a reduced spacing on each side of the driveway entrance, but shall not restrict sight distance for the driveway users.
4. Business entrance signs are intended to guide motorist to business entrances moved/modified or disturbed during construction projects. Business entrance signs are not required where there is minimal disruption to business driveways which is often the case with resurfacing type projects.

PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES AT BUSINESS ENTRANCE



PLAN



FIXED (SURFACE MOUNTED) CHANNELIZING DEVICES

SECTION A-A

1. Temporary lane separators shall be supplemented with any of the following approved fixed (surface mounted) channelizing devices: temporary tubular markers, vertical panels, or opposing traffic lane divider panels. Opposing traffic lane divider panels (W6-4) shall only be used as center lane dividers to separate opposing vehicular traffic on a two-lane, two-way operation. Temporary Tubular Markers, Vertical Panels and Opposing Traffic Lane Divider panels shall not be intermixed within the limits where the temporary lane separator is used. The connection between the channelizing device and the temporary lane separator curb shall hold the channelizing device in a vertical position.
2. Reflectorized materials shall have a smooth sealed outer surface which will display the same approximate color day and night. Furnish channelizing devices having retroreflective sheeting meeting the requirements of Section 990.
3. 12" openings for drainage shall be constructed in the asphalt and portable temporary lane separator at a maximum spacing of 25' in areas with grades of 1% or less or 50' in areas with grades over 1% as directed by the Engineer.
4. Tapered ends shall be used at the beginning and end of each run of the temporary lane separator to form a gradual increase in height from the pavement level to the top of the temporary lane separator.
5. The Contractor has the option of using portable temporary lane separators containing fixed channelizing devices in lieu of the temporary asphalt separator and channelizing devices detailed on this sheet. The portable temporary lane separator shall come in portable sections that can be connected to maintain continuous alignment between the separate curb sections. Each temporary lane separator section shall be 36 inches to 48 inches in total length. Portable temporary lane separators shall duplicate the color of the pavement marking. Portable temporary lane separators shall be one of those listed on the Approved Products List.

TEMPORARY LANE SEPARATOR

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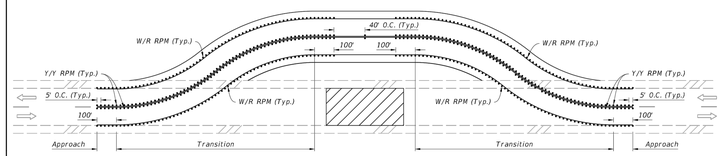
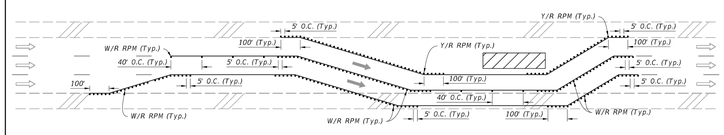
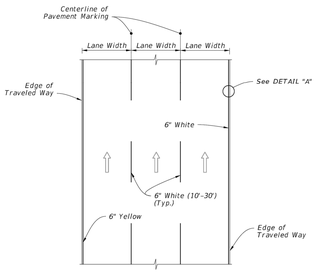


RPM PLACEMENT ON TWO-LANE ROADWAYS



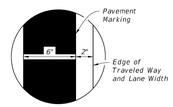
RPM PLACEMENT ON MULTILANE ROADWAYS
(Lane Shift Shown, Other Multilane Typical Applications Similar)



PLAN VIEW

NOTES:
1. Install RPMs as a supplement to:
   a. All lane lines
   b. Edge lines in transitions (e.g., merges, diversions, lane shifts)
   c. Edge lines of gore areas
2. Extend pavement marking and 5' RPM spacing by 100' in each direction for all transitions regardless of the line type.
3. Place RPMs in accordance with this detail and Index 706-001.

SYMBOLS:
- Work Area
- Lane Identification and Direction of Traffic



DETAIL "A"

RPM PLACEMENT IN WORK ZONES

PAVEMENT MARKINGS PLACEMENT

WORK ZONE PAVEMENT MARKINGS

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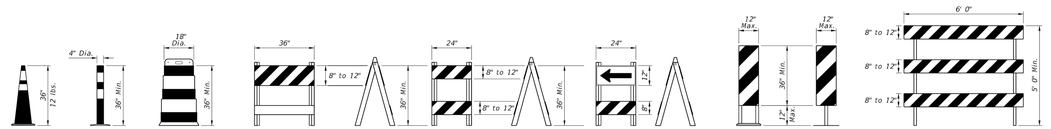
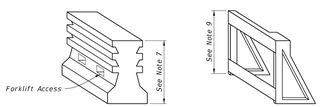


CHANNELIZING DEVICES

CHANNELIZING DEVICE NOTES:
1. The details shown on this sheet are for the following purposes:
   a. For ease of identification and
   b. To provide information that supplements or supersedes that provided by the MUTCD.
2. The Type III Barricade shall have a unit length of 6'-0" only. When barricades of greater lengths are required those lengths shall be in multiples of the 6'-0" unit.
3. No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).
4. Ballast shall not be placed on top rails or any striped rails or higher than 13" above the driving surface.
5. The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the intended travel lane.
6. The splicing of sheeting is not permitted on channelizing devices or MOT signs.
7. For rails less than 3'-0" long, 4" stripes shall be used.
8. Cones shall:
   a. Be used only in active work zones where workers are present.
   b. Be reflectorized as per the MUTCD with Department-approved reflective collars when used at night.
9. For pedestrian longitudinal channelizing devices, the device shall have a minimum of 8" continuous detectable edging above the walkway. A gap not exceeding a height of 2" is allowed to facilitate drainage. The top surface of the device shall be a minimum height of 32" and have a ¼" or less difference in any plane at all connection points between the devices to facilitate hand trailing. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian drop-off protection is required, the device shall have a footprint or offset of at least 2", otherwise the device must be at least 42" in height above the walkway and be anchored or ballasted to withstand a 200 lb lateral point load at the top of the device.



PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES

TEMPORARY BARRIER NOTES:
1. Where a barrier is specified, any of the types below may be used in accordance with the applicable Index:

Index	Description
102-100	Temporary Barrier
102-120	Low Profile Barrier
536-001	Guardrail

2. Trailer Mounted Barriers may be used to provide positive protection for workers within the work areas. APL drawings may be used as a guide to develop project specific Temporary Traffic Control Plans that are signed and sealed by the Contractor's Engineer.

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-600

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DRAWN: MPF/JMF

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0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

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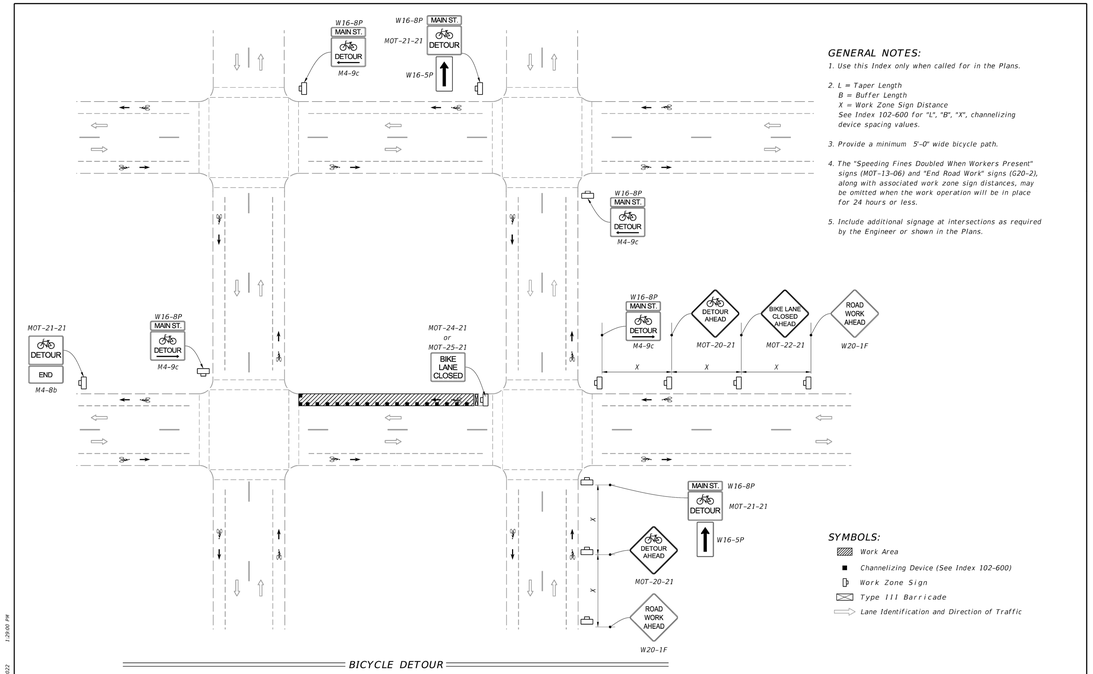
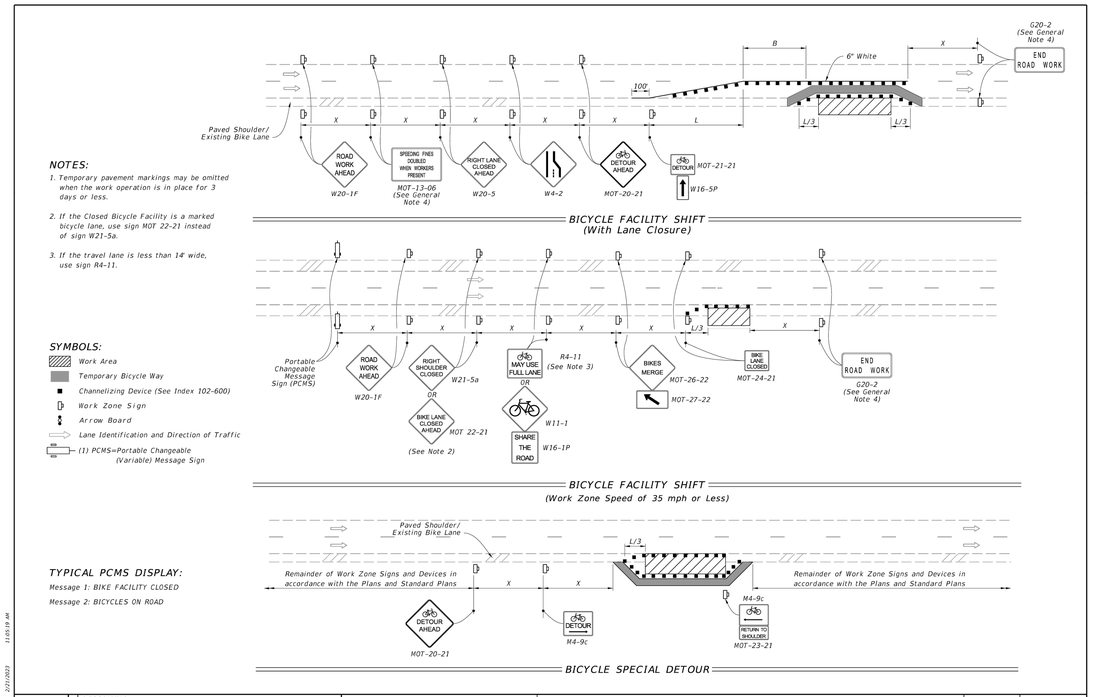


BICYCLE DETOUR

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	BICYCLE FACILITY CLOSURES	INDEX 102-661	SHEET 1 of 2



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3D VIEW OF RAILING WITH TYPE 1 - PICKET INFILL PANEL
(42" Height shown, 48" Height Similar)

TABLE 1 - RAILING MEMBERS

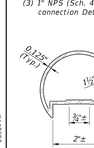
MEMBER	ALLOY(1)	DESIGNATION	OUTSIDE DIMENSION	WALL THICKNESS
Posts (Type "A" & "B")	6061-T6	RT 2x2x0.250	2.00" x 2.00"	0.250"
Posts (Type "C")	6061-T6	Extrusion 1⁵⁄₁₆x2⁵⁄₁₆x0.125	1.50" x 2.50"	0.125"
Top Plate (Type "C")	6061-T6	Extrusion (See Details)	2⅞" x 7"	Varies
Top Rail	6061-T6	2½" NPS (Sch. 10)	2.875"	0.120"
		3" Round Top Cap Rail	3.000"	0.125"
End Hoops	6063-T5	2½" NPS (Sch. 10)	2.875"	0.120"
		3.00 OD x 0.125 Wall	3.000"	0.125"
Top Rail Joint/Splice Sleeves	6063-T5	2.50 OD x 0.125 Wall	2.500"	0.125"
		Top Cap Rail Inner Sleeve	2.800"	0.090"
Intermediate & Bottom Rail	6061-T6	RT 2x2x0.250	2.00" x 2.00"	0.250"(2)
Int. & Bottom Rail Post Connection Sleeve	6063-T5	1.50 OD x 0.125 Wall(3)	1.500"	0.125"
Handrail Joint/Splice Sleeves	6063-T5	1" NPS (Sch. 40)	1.315"	0.133"
	6063-T5	1.50 OD x 0.125 Wall	1.500"	0.125"
Handrails	6061-T6	1½" NPS (Sch. 40)	1.900"	0.145"
Handrail Support Bar	6061-T6	¾" Ø Round Bar	0.750"	N/A
Pickets (Type 1 Infill Panel)	6061-T6	¾" Ø Round Bar	0.750"	N/A
Infill Panel Members (Types 2 - 5)	6063-T5	Varies (See Details)	Varies	Varies

TABLE 1 NOTES:
(1) Alloy 6061-T6 or 6063-T52 & T6 may be substituted for Alloy 6063-T5.
(2) 0.188" wall thickness permitted for rails with post spacings less than 5'-9".
(3) 1" NPS (Sch. 40) non-slit rail sleeves may be substituted when welded connection Detail "K" is utilized.

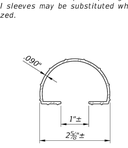
NOTES

1. Shop Drawings are required, see Specification Section 515.
2. For bridge mounted railings, work this Index with Index 515-061 Bridge Bicycle/Pedestrian Railing (Aluminum)
3. Materials:
   - A. Structural Extrusions, Tube, Pipe and Bars: Table 1 and ASTM B221 or ASTM B429
     - a. Top, bottom and intermediate rail corner bends with maximum 4'-0" post spacing may be Alloy 6063-T6
   - B. Base Plates and Rail Caps: ASTM B209 Alloy 6061-T6
   - C. Perforated panels (Type 5) Alloy 3003-H14
   - D. Stainless steel (SS) screws: Type 316 or 18-8 Alloy
   - E. Aluminum screws: Alloy 2024-T4 or 7075-T73
   - F. Galvanized Steel Fasteners: coated in accordance with Specification Section 962.
     - a. Hex Head Bolts: ASTM A 307
       1. ⅝" diameter single bolt option, Grade 36
       2. ¾" diameter four bolt option, Grade 55
     - b. Adhesive Anchors: ASTM F1554 fully threaded rods, Grade 55
     - c. Hex Nuts: ASTM A563
     - d. Flat Washers: ASTM F436
     - e. Plate Washers: ASTM A36 or ASTM A706 Grade 36.
   - G. Shims: ASTM B209 Alloy 6061 or 6063
   - H. Bearing Pads: Provide ½" thick Plain, Fabric Reinforced or Fabric Laminated Bearing Pads meeting the requirements of Specification Section 932 for Ancillary Structures.
4. Fabricate pickets and vertical panel elements parallel to the posts; except Type 2, 3 and 5 panel infills may be fabricated parallel to the longitudinal grade. Maintain a maximum clear opening of 5⅞" for standard installations and 3⅞" when a 4" sphere requirement is indicated in the Data Tables.
5. Locate railing expansion Joints between the posts on either side of the deck expansion joint. Maximum spacing between expansion joints is 35'-0".
6. Field splices are similar to the Expansion Joint Detail and may be approved by the Engineer to facilitate handling; but the top rail must be continuous across a minimum of two posts.
7. For intermediate and bottom horizontal rails, the screwed joints shown may be substituted with alternate joints shown in detail "K" for Post Type "A" & "B".
8. Make corners and changes in tangential longitudinal alignment with a 9" bend radius or terminate adjoining sections with mitered end sections when handrails are not required.
9. For changes in tangential longitudinal alignment greater than 45°, position posts a maximum of 2'-0" each side of the corner but not at the corner apex.
10. For curved longitudinal alignments, shop bend the top and bottom rails and handrails to match the alignment radius.
11. Handrails are required and must be continuous at landings for:
    - A. Grades Steeper than 5%,
    - B. Three or more steps
12. Installation: Cutting of reinforcing steel is permitted for post installed anchors.

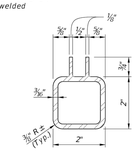
CROSS REFERENCES:
Detail "A", Sheet 4
Detail "B", Sheet 4
Detail "K", Sheet 3



3" ROUND TOP CAP RAIL

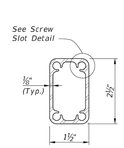


TOP CAP RAIL INNER SPLICE SLEEVE

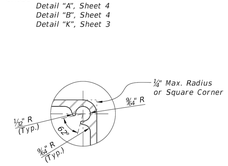


ALTERNATIVE BOTTOM & INTERMEDIATE RAIL SECTION FOR TYPE 3, 4 & 5 RAILINGS

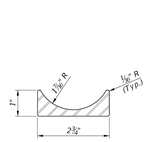
ALTERNATE TOP RAIL SECTION



POST TYPE "C" SCREW SLOT SECTION



SCREW SLOT DETAIL



OPTIONAL TOP PLATE EXTRUSION SECTION (POST TYPE "C")

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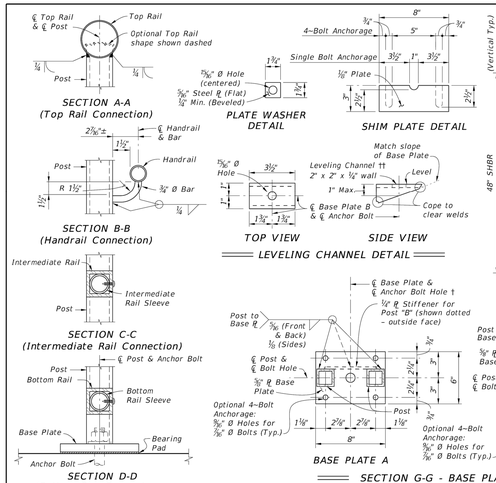

LAST REVISION 11/01/16	REVISION DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	PEDESTRIAN/BICYCLE RAILING (ALUMINUM)	INDEX 515-062	SHEET 4 of 9

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JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

BY	DESCRIPTION
...	...

REV	DATE
...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 515-062

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JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
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DRAWING NUMBER 15 OF 18

SHEET NUMBER C15

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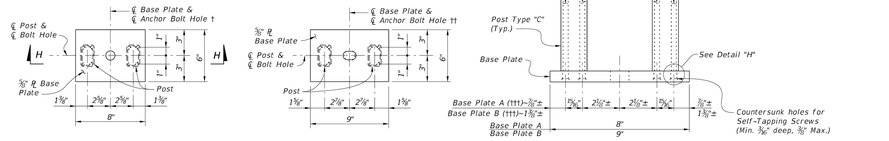
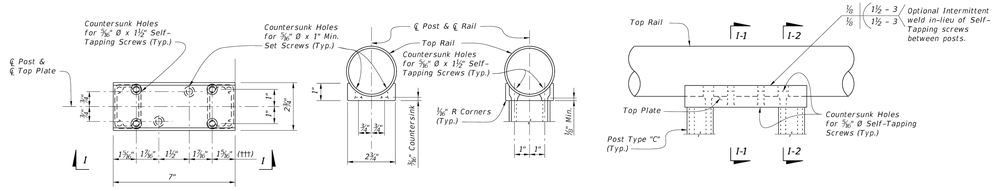


BASE PLATE A | BASE PLATE B | SECTION H-H (Screws Not Shown for Clarity)

BASE PLATE DETAILS FOR TYPE "C" POST



PLAN | SECTION "I-1" | SECTION "I-2" | VIEW "I"

TOP PLATE DETAILS FOR TYPE "C" POST (Screws Not Shown For Clarity)

Notes:
† See Sheet 4 for Notes.
†† See Sheet 4 for Notes.
††† Length varies for beveled posts on grades. Holes must be drilled plumb to align with screw slot.

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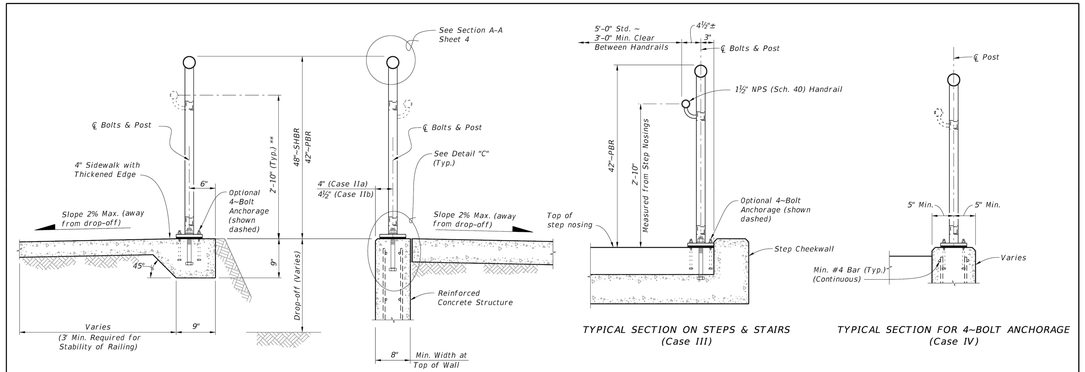
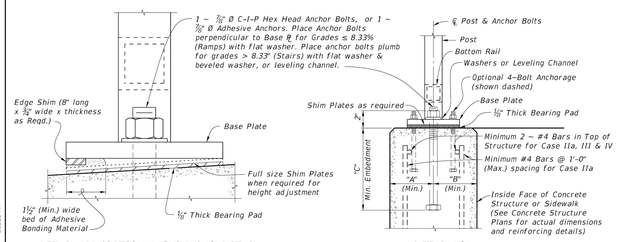
LAST REVISION 11/01/16	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	PEDESTRIAN/BICYCLE RAILING (ALUMINUM)	INDEX 515-062	SHEET 5 of 9



TYPICAL SECTION ON CONCRETE SIDEWALK (Case I) | TYPICAL SECTION ON RETAINING WALL (Case II) | TYPICAL SECTION ON STEPS & STAIRS (Case III) | TYPICAL SECTION FOR 4-BOLT ANCHORAGE (Case IV)



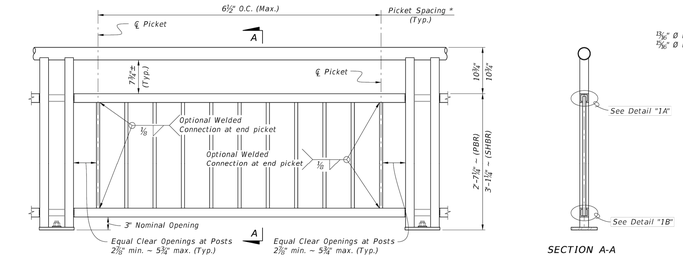
DETAIL "D" (OPTIONAL SHIMMING DETAIL FOR CROSS SLOPE CORRECTION) (Used in lieu of Beveled Shim Plates) | DETAIL "C" (Cast-In-Place Anchor Bolts shown, Adhesive Anchors similar)

ANCHOR BOLT TABLE

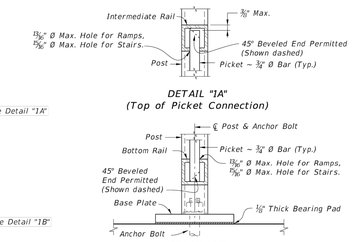
CASE	STRUCTURE TYPE	DIMENSIONS "A" Edge Dist.	DIMENSIONS "B" Edge Dist.	DIMENSIONS "C" Embedment	ANCHOR LENGTH C.I.P Hex Head Bolt	ANCHOR LENGTH Adhesive Anchor	ANCHOR SIZE
I	Unreinforced Concrete	6"	1'-2"	6"	7½"	8"	⅞" Ø
IIa	Reinforced Concrete	4"	4"	9"	10½"	11"	⅞" Ø
IIb	Gravity Wall Index 400-011	4½"	3½" @ top	9"	10½"	11"	⅞" Ø
III	Step Cheekwall	4½"	4½"	9"	10½"	11"	⅞" Ø
IV	Varies	5"	5"	5"	6½"	7"	⅞" Ø

** When required; measured from top of sidewalk (Typ.)

LAST REVISION 11/01/20	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	PEDESTRIAN/BICYCLE RAILING (ALUMINUM)	INDEX 515-062	SHEET 9 of 9



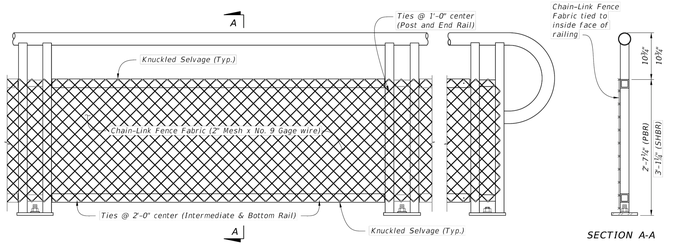
TYPE 1 - PICKET INFILL PANEL



DETAIL "1A" (Top of Picket Connection)

DETAIL "1B" (Bottom of Picket Connection)

PICKET NOTES:
* Picket Spacing of 6½" centers is based on a ¾" Ø Bar for standard applications. When shown in the Contract Plans a 4½" picket spacing may be required. See Note 4 (Sheet 1).



TYPE 2 - CHAIN-LINK (Continuous Infill Panel)

NOTE:
See Plans for Infill Panel option required.

SECTION A-A

TABLE 2 - CHAIN-LINK PANEL COMPONENT MATERIALS

COMPONENT	ASTM	COMPONENT INFORMATION
Chain-Link Fence Fabric (2" mesh with knuckled top and bottom selvage)	A392	Zinc-Coated Steel – No. 9 gage (coated wire diameter), Class 2 Coating
	A491	Aluminum-Coated Steel – No. 9 gage (coated wire diameter)
	F668	Polyvinyl Chloride (PVC) Coated Steel – No. 9 gage Zinc-Coated Wire (metallic-coated core wire diameter) – See Plans for specified color of PVC.
Tie Wires	F626	Zinc-Coated Steel Wire – No. 9 gage with coating to match Chain-Link Fence Fabric.
Tension Bars	F626	5/16" (min. thickness) x ¾" (min. width) x 2'-3" (min. height) Steel Bars
Miscellaneous Fence Components	F626	Zinc-Coated Steel

CHAIN-LINK PANEL NOTE:
Chain-Link Fence Fabric shall be continuous along limits of railing. Splicing of Chain-Link panels using Tension Bars at 20'-0" minimum increments is permitted.

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BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 515-062

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1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

Section 120 of the Florida D.O.T. Specification. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined to AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the Contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

2.2 SOIL CEMENT BASE:

The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the Contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when so squeezed. This requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint, the highest moisture content should be maintained that permits packing and finishing without surface checking, shoving or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at a rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

2.3 SAND-CLAY BASE COURSE:

The following tests shall be performed prior to placing the material on the roadbed:

Composition and gradation	Percent of material passing the 10-mesh sieve
• Clay (material smaller than 0.005mm)	8 to 21
• Silt (material from 0.005 to 0.005mm)	0 to 10
• Combined clay and silt	8 to 25
• Limerock Bearing Ration Value (LBR)	Of at least 75
• Liquid Limit	Not greater than 25
• Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or faction thereof.

CONTINUED ON NEXT COLUMN

Note: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

2.4 LIMEROCK BASE COURSE:

Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

Test	Requirement
• Liquid Limit	Less than 35
• Plastic Index	Non-Plastic
• Gradation	97% passing 3.5 inch sieve
• Limerock Bearing Ratio	Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

2.5 GRADED AGGREGATE BASE COURSE:

Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

- Soundness Loss, Sodium, Sulfate: AASHTO T-104.
- Percent Wear: AASHTO T-96 (Grading A).
- Sieve Analysis.
- Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

2.6 ASPHALT BASE COURSE:

Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

3.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:
- Section 901 Course Aggregate
- Section 902 Fine Aggregate
- Section 916 Bituminous Materials
- Section 917 Mineral Filler
- Section 300 Bituminous Treatments, Surface Courses and Concrete Pavement
- Section 331 Type S Asphalt Concrete

American Society for Testing and Materials (ASTM) Publications:
- D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457mm) Drop.
- D 1557 Marshall Stability Mix Design

3.3 SUBMITTALS:

Asphalt Design Mix: Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.

Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

3.5 MATERIALS:

Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with Section 917 of the Florida D.O.T. Specification.

Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with Section 916 of the Florida D.O.T. Specification.

Course Aggregate: Comply with Section 901 of the Florida D.O.T. Specification.

Fine Aggregate: Comply with Section 902 of the Florida D.O.T. Specification.

Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida D.O.T. Specifications.

Asphaltic Concrete Design Mixes: Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida D.O.T. Specifications.

Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida D.O.T. Specifications.

Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida D.O.T. Specifications.

Percent bitumen by weight of total weight mix: 5.0 - 8.5.

CONTINUED ON NEXT COLUMN

Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.

Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and graduations which meet Florida D.O.T. Specifications and exhibit satisfactory record on previous installations.

3.6 BASE COURSE PREPARATION:

Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.

Remove loose material from compacted base material surface immediately before applying prime coat.

Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

Prime Coat:

- Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
- Apply bituminous prime coat in accordance with Section 300 of Florida D.O.T. Specifications.
- Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
- Cure and dry as long as necessay to attain penetration and evaporation of volatile.

Tack Coat:

- Tack coat shall be applied in accordance with Section 300 of Florida D.O.T. Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
- Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or later of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
- Distribute at rate of 0.08 ga./sq. yd. of surface.
- Allow to dry until at proper condition to receive paving.

3.7 PLACING ASPHALT MIX:

Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

- When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
- When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
- When ambient temperature is higher than 60 degrees F: 275 degrees F.

Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing:

- Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
- After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

Joints:

- Construct joints between old and new pavements as detailed in the plans.
- Joints between successive days work shall be constructed to ensure continuous bond between adjoining work.
- Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
- Clean contact surfaces and apply tack coat.

3.8 COMPACTION:

Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559. Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

- Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- Second Rolling:
- Follow breakdown rolling as soon as possible, while mixture is hot.
- Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

- Perform finish rolling while mixture is still warm enough for removal of roller marks.
- Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

- Remove and replace paving areas mixed with foreign materials and defective areas.
- Cut out such areas and fill with fresh, hot asphalt concrete.
- Compact by rolling to maximum surface density and smoothness.

Protection:

- After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 FIELD QUALITY CONTROL:

An independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.

Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.

Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida D.O.T. Specifications.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

4.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:
- Section 345 Portland Cement Concrete
- Section 350 Cement Concrete Pavement
- Section 520 Concrete Gutter, Curb Elements and Traffic Separator
- Section 931 Metal Accessory Materials for Concrete Pavement and Concrete Structures

American Society for Testing and Materials (ASTM) Publications:
- A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
- D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop.
- D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

4.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

4.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed. Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

4.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

4.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

4.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances:
- Top of forms not more than 1/8" in 10'-0".
- Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
- Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

4.8 JOINT CONSTRUCTION:

Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

Weakened-Plane (Contraction) Joints:

- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way.
- Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

CONTINUED ON NEXT SHEET

JENKINS ENGINEERING, INC.
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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

SPECIFICATIONS I

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

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SHEET NUMBER C17

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Construction Joints:

Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

Expansion Joints:

Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

Locate expansion joints at 40'-0" o.c. maximum for each pavement lane or for curb.

Located expansion joints at 50'-0" o.c. maximum for walkways.

Joint Fillers:

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.

Furnish joint filler in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Joint Sealants:

Exterior pavement joint sealants shall be composed of a non-priming, pourable, self-leveling type polyurethane sealant, such as grey shep-calk, or approved eqaual suitable for use in pavements and sidewalks.

4.9 CONCRETE FINISHING:

After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with 10'-0" straightedge (maximum deviation of 1/4 inch). Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finish as follows:

Curbs, Gutters, and Walks:

Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

Inclined Slab Surfaces:

Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.

Paving:

Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or section with major defects, as directed.

Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" Section 350-13.

4.10 CLEANING AND ADJUSTING:

Repair or replace broken or defective concrete as directed.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

5 SPECIFICATION: FENCING

The Contractor shall install fencing as shown on the plans and in accordance with the manufacturer's brochure. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof.

5.1 MATERIAL CERTIFICATES:

Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

5.2 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Height shall be as required as shown on the construction plans.

Fabric shall be #9 gauge, chain link open hearth steel wire, hot-dipped galvanized after weaving with minimum coating of 2.0 ounce of zinc per square foot or aluminum coating with .40 ounces per square foot, woven in 2" diamond mesh.

Line post, top, intermediate and bottom rails, shall be 1-5/8" O.D. steel pipe, weight 2.27 lbs. per foot, hot-dipped galvanized. Set 36" deep in concrete.

Terminal, corner, gate and pull posts shall be 3" O.D. pipe, 5.79 lbs. Set 36" deep in concrete.

Concrete for setting posts shall be Portland Cement complying with ASTM C-150, aggregates complying with ASTM C-33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi.

Stretcher bar bands, tie wires, hog rings, couplings, nuts, stretcher bars, bolts, and miscellaneous fastening devices shall be manufacturer's standard for heavy construction fence.

Swing gates shall consist of the following components.

2" O.D. steel pipe 2.72 lbs. per foot, hot-dipped galvanized. Each frame to be equipped with 3/8" diameter adjustable truss rods.

Hinges shall be hot-dipped galvanized pressed steel or malleable iron to suit gate size, non-lift-off type. Hinges shall be offset to permit 180 degrees opening. Provide one (1) pair of hinges per lead.

Latch shall be forked type to permit operation from either side with provisions to lock both sides with padlock.

5.3 ACCEPTABLE MANUFACTURERS:

Cyclone Fence, Page Fence, and Hackney Corporation.

6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING

The Contractor shall paint traffic striping as shown on the plans. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All traffic striping and painting shall be in accordance with Sections 710 and 971 of the "Florida Department of Transportation Roadway and Traffic Design Standards".

6.1 MATERIAL CERTIFICATES:

CONTINUED ON NEXT COLUMN

Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

6.2 TRAFFIC STRIPING AND PAINTING:

Traffic control markings shall be marked on pavement as indicated on drawings.

Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number, and directions, all of which shall be plainly legible at the time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months.

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking small street and parking areas. Applicator machines shall be equipped with necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at the coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spay guns shall be provided for use in areas where push-type machines cannot be used.

New pavement surfaces shall be allowed to cure for a period of not less than thirty days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with methods as required. Rubber deposits, surface laitance, existing paint markings and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed.

Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon. Paint shall be applied as shown on the drawings.

Paint shall be applied to clean, dry surfaces, and unless otherwise approved, only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment at rate of coverage specified herein. The Contractor shall provide guidelines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. All edges of marking shall be sharply outlined. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

Suitable warning signs shall be placed near the beginning of the work site and well ahead of the work site for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines to control traffic and prevent damage to newly painted surfaces. Painting equipment shall be marked with large warning signs indication that slow moving painting equipment is in operation.

Markings which must be visible at night shall be reflectorized unless ambient illumination assures adequate visibility.

7 SPECIFICATION: WATER DISTRIBUTION SYSTEM

The Contractor shall provide and install all materials for a potable water distribution system as shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

7.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping less than 4 inches in diameter:

• Polyvinyl Chloride (PVC) 160 psi, SDR 26	ASTM D-2241
• Polyethylene pipe 160 psi, SDR 9	ASTM D-3350 & ASTM D-2239
• Polyethylene tubing 200 psi, SDR 9	ASTM D-3350 & ASTM D-2737

Piping greater than 4 inches in diameter:

• Polyvinyl Chloride (PVC) 150 psi	AWWA C-900 (DR 18)
• Ductile Iron (Class 50)	ANSI A21.51

Joints for PVC pipes:
- Joints shall comply with ASTM D-3139
- No solvent cements or toxic lubricant will be allowed.
- Expansion capability will be provided.

Joints for Ductile Iron pipes:
- Joints shall comply with AWWA C-153 or AWWA C-110

Gate Valves:
- Valves shall comply with AWWA C-509
- 200 psi iron body, bronze mounted, non-rising stems with square operating nuts and a suitable valve box.

7.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions with the design Engineer (including Field Stake-Out) prior to commencing work. The Contractor shall notify the Engineer at 24 hours prior to installing any portion of the water main distribution system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Connections to the existing system shall be coordinated with the Utility Company. Minimal service interruption shall occur and traffic safeguards shall be taken.

The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 150 psi or 150% of the working pressure whichever is greater to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 48 hours prior to conducting pressure and leakage tests. A 3/4 inch hose bib connection will be required for gauge connection.

The Contractor shall sterilize the lines by chlorinating at 40 to 50 ppm, injecting at a corporation stop and operating all valves and accessories. Flush system. Subsequent tests on replacement water shall show a chemical and bacterial count equal to the supply main. Samples shall be taken and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest.

7.3 NOTES:

All water piping and fittings used shall be National Sanitation Foundation (N.S.F.) approved for potable water.

A minimum separation of 10 ft. horizontal, outside to outside and 18 inches vertical is required between all water lines and the sanitary sewer system.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-555, the Engineer of record will be responsible for observation of construction of the Potable Water System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction and cleaning and disinfecting described above before the system can be placed in service.

All PVC potable water lines and services will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipe.

7.4 FIRE HYDRANTS:

All fire hydrants shall be 6 inch, three way hydrants with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle, designed for 150 lbs working pressure or 300 lbs hydrostatic pressure and shall conform to the latest specifications of the AWWA All working parts shal be bronze. All hose threads shall be National Standard Threads. Hydrants shall have a mechanical joint end inlet. Hydrants shall be Traffic Breakaway Model. The hydrant main valve shall be a compression type that closes with the water pressure. Hydrants shall have not less than a 5-1/4 inch valve opening. All hydrants shall be equipped with automatic self-oiling reservoirs that lubricate the stem threads and all bearing surfaces each time the hydrant is operated. Hydrants shall be painted one coat of red iron oxide, zinc oxide primer conforming to Steel Structures Painting Council SSPC-paint 25 and two finish coats of silicone alkyd paint conforming to Steel Structures Painting Council

CONTINUED ON NEXT COLUMN

SSPC-paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants.

8 SPECIFICATION: SANITARY SEWER SYSTEM

The Contractor shall provide and install all gravity sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

8.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping:

• PVC Gravity Sewer	ASTM D-3034, SDR-35
• Ductile Iron Pipe (D.I.P.)	ANSI A21.51
• PVC Force Mains (160 psi)	ASTM D-1784 and D-2241

Joints:

• PVC, Rubber Ring	ASTM D-1869
• D.I.P. Joints, Rubber Gasket	ANSI A21.11

NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE.

Concrete:

• Poured or Pre-cast	4000 psi at 28 days

8.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the sanitary sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing sewer systems shall be coordinated by the Contractor with the utility company.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between sanitary sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-604, the Engineer of record will be responsible for observation of construction of the Sanitary Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications said Engineer will report to DEP upon completion of construction before the system can be placed in service.

The Contractor shall coordinate all tests with the utility company and the Engineer. All lines, fittings and manholes shall be clean and dry before conducting tests. Tests and subsequent corrections shall be at the expense of the Contractor.

8.3 GRAVITY SEWERS:

Leakage tests by exfiltration and/or infiltration will be made on all pipe. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.157 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

8.4 FORCE MAINS:

The Contractor shall conduct hydrostatic pressure and leakage tests as follows:

Apply 100 psi or 150% of the working pressure, whichever is greater, to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 24 hours prior to conducting pressure and leakage tests.

Force mains shall have thrust blocks designed for 100 psi test pressure. Force mains shall be colored other than white to distinguish from water lines. Force mains in the right-of-way shall have 30 inches (minimum) cover over the crown.

All sanitary sewer force mains will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipes.

8.5 MANHOLES:

Shape: All manholes will be eccentric or as specified on the drawings.

Setting Manhole Castings: The frame of the casting shall be set in a full mortar bed composed of one part Portland Cement to two parts of fine aggregate.

Concrete: The minimum compressive strength required at twenty-eight days is 4000 lbs. per sq. inch. The minimum amount of water shall be used to produce a workable mix and shall not exceed six (6) U.S. Gallons per sack of cement. Concrete shall conform to ASTM C-94.

Pre-cast Reinforced Concrete Manhole Sections: Pre-cast reinforced concrete manhole sections shall conform to ASTM C-478. All joints for pre-cast sections shall be approved by the Engineer.

Castings: Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the Engineer. A shop drawing of the manhole frame and cover must be approved by the Engineer for all covers and frames furnished on the project.

Water-Proofing: Both concrete and pre-cast sections below grade shall be painted on the outside with either two coats of bitumastic paint or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outcoming sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test.

8.6 GENERAL:

Grout all riser joints and entry pipes.
Provide neat cement seals for pre-cast units.
Minimum radius allowed is 20 inches.
Invert grouting shall be uniform and smooth-sloped to center line of pipe.

Note: Roof drains, foundation drains and all other clean water connections to the sanitary sewer system are prohibited.

9 SPECIFICATION: STORM SEWER SYSTEM

The Contractor shall provide and install all storm sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified.

CONTINUED ON NEXT COLUMN

9.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Corrugated Polyethylene Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Pipes 12 inches to 24 inches in diameter shall comply with ASTM F-405 and ASTM F-667. Joints shall be by means of dimpled band. If used outside of dry wells, joints shall be wrapped in filtercloth 2 feet in width and with 2 feet of overlap on the diameter. This pipe, in the perforated form, shall be used inside dry wells. It may be used outside dry wells only when used with a filter sock. Perforations shall be 1/4 inch diameter and spaced 10 inches on center in the valley of the corrugations.

Polyvinyl-Chloride Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Polyvinyl-Chloride Pipe shall meet the requirements of ASTM D 3034, SDR-35, or ASTM F 949, profile wall without perforations. Polyvinyl-Chloride Pipe for use as underdrain shall conform to the requirements of ASTM F 758 or ASTM F 949. Also, PVC underdrain manufactured from PVC pipe meeting ASTM D 3033 or ASTM D 3034, perforated in accordance with the perforation requirements given in AASHTO M 36, or AASHTO M 196 will be permitted.

Reinforced Concrete Pipe: Shall comply with requirements of ASTM C-76, Class III, unless otherwise indicated on the Drawings, and shall be installed with rubber gasketed joints complying with ASTM C-443. Install rubber gaskets in strict accordance with pipe manufacturer's recommendations.

Manholes: Precast reinforced concrete manhole sections shall conform to ASTM Specification C-478. Construct manholes of precast concrete sections as required by Drawings to size, shape, and depth indicated, but never less than 4'-0" inside diameter. All joints for precast sections shall be approved by the engineer.

Inlets and Catch Basins: Precast reinforced concrete Inlets and Catch Basin sections shall conform to ASTM C-478. Construct Inlets and Catch Basins of precast concrete construction as required by drawings to size, shape and depth indicated.

Main and Lateral Pipes: Neatly cut off main and lateral pipes flush with inside of manhole or inlet where they enter structure walls. Dress all irregularities and rough edges with non-shrinking group (inside and outside).

Where pipes enter or exit manholes, a "Kor-N-Seal" molded neoprene boot with stainless steel internal and external bands as manufactured by the National Pollution Control Systems. Inc., Nashua, New Hampshire, or a polyurethane joint with a short transition joint as manufactured by Moorform Corporation, Centralia, Illinois, or an approved equal (or superior) connection shall be provided.

Cast Iron Frames, Covers, and Grates: After completion of manhole inlet, set cast iron frame in full mortar bed after adjusting to required elevation. Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "STORM SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the Engineer. The frame and cover shall be heavy duty traffic bearing.

Plastic Filter Fabric: Plastic Filter Fabric shall be the non-woven type and shall comply with sections 514 and 985 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Concrete: Concrete shall comply with Section 345 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Minimum compressive strength at 28 days shall be 4,000 psi.

9.2 DETENTION AREAS AND GRASSED SWALES:

Swales must be landscaped with seeding, sodding, or sprigging, which does not inhibit the infiltration rate of the soil. Engineer requires 48 hours notice prior to landscaping of infiltration areas to make appropriate inspections.

The system will require periodic maintenance for continued proper operation. This will include, as a minimum: A) removal of silt debris from surface infiltration areas and catch basins, and B) maintenance of vegetative cover in surface infiltration areas.

9.3 STORMWATER DRYWELLS:

Drywells shall be constructed to the dimensions as detailed in the plans. The washed granular material shall have of a void ratio of not less than 0.4 and the gradation shall conform to section 901 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction". The dry well shall be completely wrapped in woven (as opposed to spun) filter cloth with a minimum 2 feet of overlap at field joints. The dry well shall contain perforated pipes as detailed in the plans.

9.4 INSTALLATION:

The Contractor shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the storm sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing storm sewer systems shall be coordinated by the Contractor with the Utility Authority. Adequate traffic control shall be provided.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between storm sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-25, the Engineer of record will be responsible for observation of construction of the Storm Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction before the system can be placed in service.

9.5 TESTS:

The Contractor shall coordinate all Tests and Inspections with the Utility Authority and the Engineer. All lines, fittings and manholes shall be clean and dry before the Inspector is summoned. Tests and subsequent corrections shall be at the expense of the Contractor.

Non-Perforated Storm Sewers: Leakage tests by exfiltration and/or infiltration will be made on all pipe as deemed by the Engineer. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.2 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

9.6 EROSION PROTECTION:

New and existing drainage structures shall be protected from soil erosion sedimentation by placing baled hay around structures.

Staked baled hay and silt fence barriers shall be installed downhill from any earthwork activity, and in all areas subject to soil erosion, prior to start of construction.

Soil erosion sedimentation shall be controlled during all phases of construction.

ALL SOIL EROSION SEDIMENTATION SHALL BE RETAINED ON SITE.

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.COM

COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

SPECIFICATIONS II

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
18 OF 18

SHEET NUMBER
C18

File: C:\Users\JMF\JEI\24-25 COD Beach Drive Culvert Replacement - Documents\Drawings\24-25 Design.dwg -- Last Saved: 5/14/2025 3:36 PM by JMF

THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

REQUEST FOR BIDS
RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

	ITEMS REQUIRED	DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-13-PW MATTIE KELLY OUTFALL PROJECT	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☑
5	Form NO. 1	Bidder Qualification Statement	☑
6	Form NO. 2	Public Entity Crime Form	☑
7	Form NO. 3	Drug Free Workplace Certification Form	☑
8	Form NO. 4	Bid Bond Form	☑
9	Form NO. 5	Anti-Human Trafficking Affidavit	☑
10	Form NO. 6	Anti-Collusion Statement	☑
11	Proof of Insurance	See 4.3 Insurance Requirements	☑
12	Addenda Acknowledgement Form		☑
13	Price Proposal Sheet		☑
14	W-9		☑
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☑

*If any boxes are left unchecked bid is considered unresponsive.

	ITEMS REQUIRED	DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
2			☐

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

PROPOSAL OF:

CWR CONTRACTING, INC.
160 Industrial Park Road
Freeport, Florida 32439

Timothy Kruger - Area Manager
Office: 850-880-6750 Cell: 850-545-0191
Email: tkruger@cwrcontracting.com

Mattie Kelly Outfall Project

RFB NO. 25-13-PW

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If C.W. Roberts Contracting, Inc. (CWR) is the selected bidder for the project. Our approach to completing the project for the as bid amount and ahead of schedule will be as follows.

- CWR will utilize Acme Barricades as a subcontractor to install and maintain the temporary signage needed for the roadway detour. CWR will only implement the detour once all materials, included the aluminum box culvert from Contech, have been procured so that construction can be completed without interruption.
- CWR will install the erosion control devices and perform clearing and grubbing.
- CWR will then install the utility bores with the required fittings and will cap and grout fill the abandoned water and sewer lines. All testing and certifications will immediately follow the utility connections.
- CWR will install sheet piling on the east side and the west side of the culvert to dewater and maintain an adequate working surface for all phases of the ALBC and roadway construction.
- With the temporary sheet piling in place, CWR will remove the existing asphalt for the project limits, then remove the existing RCP and concrete end walls. Our excavation crews will immediately prep the subgrade and use a Geotechnical engineer to perform the subgrade PSF testing as according to Contech ALBC installation guidelines.
- CWR will subcontract Contech, to assemble and install the ALBC.
- Once the ALBC is assemble and inspections have been satisfied by all parties, CWR will then backfill the box culvert with crushed concrete, according to Contech specifications.
- CWR will install, compact and finish the required 8" of lime rock base.
- Final grading, removal of temporary sheet piling, concrete sidewalk, grassing and all other incidental items will take place prior to in the installation of the 3" of SP 9.5 Asphaltic Concrete.
- After asphalt paving is complete CWR will have to wait for the specified duration until installing the thermoplastic. During this time CWR will complete any punch list work and the roadway can be reopened to normal traffic and the detour removed.

According to our budget, CWR will begin the work once Contech provides the ALBC materials and that all work will be completed on time and with minimal impact to the traveling public.

CWR currently employs a strong workforce across two key divisions, with 140 local employees based in Freeport and another 120 employees based in Pensacola. Together, these two divisions make up a team of 260 dedicated individuals who provide the foundation for our ability to deliver projects safely, efficiently, and at the highest standard of quality.

Within these operations, our workforce is organized into specialized crews to maximize efficiency and capability. In Freeport, we maintain one paving crew, two pipe crews, and four grade crews. This structure allows us to cover the full spectrum of construction activities, from underground utilities and storm drainage to precise grading and asphalt paving. Pensacola adds additional capacity with two paving crews, four pipe crews, and three grade crews, providing

the manpower and flexibility to manage simultaneous projects and meet tight schedules. This balance of resources between the two divisions ensures CWR can deliver consistent, high-quality results across a wide range of project types.

In addition to these highly skilled **local** forces, CWR also has a total capability as shown in the table below;

OFFICE LOCATION	# OF EMPLOYEES	MILLING CREWS	PAVING CREWS	PIPE CREWS	EARTHWORK CREWS	CONCRETE CREWS
FREEPORT	140	1	1	2	4	0
PENSACOLA	120	0	2	4	3	1
PANAMA CITY	250	0	2	11	14	4
TALLAHASSEE	116	1	3	1	3	1
WILDWOOD	180	1	3	1	4	2
PLANT CITY	160	1	2	2	4	0
PALM CITY	150	1	2	0	4	2

The depth of our workforce also provides flexibility and resiliency. By maintaining a large pool of skilled employees across two locations, we are able to allocate resources where they are needed most, whether for daily production, specialty tasks, or surge capacity during periods of peak demand. This balance of manpower ensures that projects remain on schedule, even when unexpected conditions arise.

Overall, CWR's combined Freeport and Pensacola operations offer not only a sizable and capable workforce but also the specialized culvert expertise required to meet the demands of this project. When teamed with Contech, the ALBC manufacturer, and allowing Contech to construct the culvert, no other team will have the experience and capabilities to match CWR.

Tim Kruger

C.W. Roberts Contracting, Inc. – Area Manager

RFP NO. 25-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☑

Name: Timothy Kruger Partnership ☐

Address: 160 Industrial Park Road Individual ☐

City, State, Zip: Freeport, FL 32439 Other ☐

Telephone No.: 850-545-0191

Email: tkruger@cwrcontracting.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   C.W. Roberts Contracting, Inc.

   The address of the principal place of business is:

   3660 Hartsfield Road, Tallahassee, FL 32303

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: 01/19/1976

   b. State of Incorporation: Florida

   c. President's name: Robert P. Flowers

   d. Vice President's name: Chris Riley

e. Secretary's name: Matthew Steele

f. Treasurer's name: Matthew Steele

g. Name and address of Resident Agent: Capitol Corporate Services, Inc.
515 East Park Avenue
2nd FL
Tallahassee, FL 32301

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

49 Years

Under what other former names has your organization operated?

NONE

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

General Contractor License - CGC1505785

Underground Utility & Excavation - CUC1225175

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Please see pipe crew identified in transmittal letter.

10. State the name of the individual who will have personal supervision of the work:

Jeff Brown

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Christian L Moretz, 413 East Park Ave., Tallahassee, FL 32301

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

C.W. Roberts is 100% owned by Construction Partners Inc.

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

NONE

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10
b.	Non-Governmental Related Work	10
	Total Work (a +b):	20

Type text here

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
PNC Bank John C. Floyd	15 South 20 St., Ste 300 Birmingham, AL 35233	205-297-6118

16. What will be your turnaround time for written responses to City inquires?

CWR staff will respond to city inquires in writing as soon as the response is know. All communications are acknowledge and sender will receive a response in no longer than 24 hours.

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

None

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Timothy Kruger - Area Manager

Subscribed and sworn to before me

This 30th day of October, 20 25

SHEILA HAWLEY NOTARY PUBLIC MY COMMISSION EXPIRES 5-26-2026 STATE OF FLORIDA COMMISSION NUMBER HH 249566

Notary Public (Signature)

My Commission Expires: 05/26/2026

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract RFP No. 25-13-PW Mattie Kelly Outfall Project

2. This sworn statement is submitted by C.W. Roberts Contracting, Inc. whose business address is 160 Industrial Park Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 59-1683951 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Timothy Kruger and my relationship to the entity named above is Area Manager

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__✓__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: October 30, 2025

Timothy Kruger - Area Manager
(Signature)

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 30th day of October, 20 25, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires: 05/26/2026

SHEILA HAWLEY NOTARY PUBLIC MY COMMISSION EXPIRES 5-26-2026 STATE OF FLORIDA COMMISSION NUMBER HH 249566

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: C.W. Roberts Contracting, Inc.

ADDRESS: 160 Industrial Park Road

CITY: Freeport STATE: Florida ZIP CODE: 32439

TELEPHONE NUMBER: 850-880-6750

SIGNATURE: _____ DATE: October 30, 2025

NAME (TYPED OR PRINTED): Timothy Kruger

TITLE: Area Manager

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as C.W. Roberts Contracting, Inc. Principal, and Western Surety Company and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of (five percent (5%) of the Contract Bid) Five Percent of the Contract Bid - (5% CB) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 30th day of October, 20 25

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

C.W. Roberts Contracting, Inc.

By: _____ (L.S.)
Timothy Kruger

Title: Area Manager

Attest: _____
Sheila Hawley - Witness
Signature and Title

Surety (Print Full Name):

Western Surety Company and
Liberty Mutual Insurance Company
(Seal) Surety's Name and Corporate Seal

By: _____
Michael Garcia
Signature (attach power of attorney)

Title: Attorney-in-Fact

Attest: _____
Kelly M. Coleman, Attorney-in-Fact
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasuretv.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214058-022004**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of October, 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RFP NO. 25-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Timothy Kruger (insert name) as Area Manager (insert title) on behalf of C.W. Roberts Contracting, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. C.W. Roberts Contracting, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, C.W. Roberts Contracting, Inc. (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Timothy Kruger
Title:Area Manager
Nongovernmental entity:
Date: 10/25/2025

STATE OF FLORIDA
COUNTY OF WALTON

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Timothy Kruger as Area Manager on behalf of C.W. Roberts Contracting, Inc., who is personally known to me or who produced _____ as identification this 30th day of October, 2025.

Notary Public

(Notary Seal)

SHEILA HAWLEY NOTARY PUBLIC
MY COMMISSION EXPIRES 5-26-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 249568

RFP NO. 25-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

C.W. Roberts Contracting, Inc.
Bidder's Company Name

160 Industrial Park Road

Freeport, FL 32439
Address

850-545-0191
Phone #

59-1683951
Federal ID # or SS #

Authorized Signature

Timothy Kruger
Authorized Signatory (Print Name)

Area Manager
Title

850-385-5420
Fax #

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2025

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

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

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Martha Lee Hawkins
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: martha-lee.hawkins@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : Allied World National Assurance Company	10690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			GL 6676944	10/01/2025	10/01/2026	EACH OCCURRENCE	$	5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	5,000,000
							GENERAL AGGREGATE	$	10,000,000
							PRODUCTS - COMP/OP AGG	$	10,000,000
								$	
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA 6676946	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			03125099	10/01/2025	10/01/2026	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4069570	10/01/2025	10/01/2026	[X] PER STATUTE [ ] OTH-ER		
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFB No. 25-13-PW; Mattie Kelly Outfall Project

Certificate Holder is Additional Insured under General Liability as required by written contract. In the event of cancellation by the insurance company(ies) the General Liability, Automobile Liability, Workers Compensation, and Excess Liability policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the certificate holder shown below when required by written contract.

CERTIFICATE HOLDER

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-13-PW
MATTIE KELLY OUFALL PROJECT

OCTOBER 21, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-13-PW. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: **I have a Licensing question on the RFB 25-13-PW; Mattie Kelly Outfall project. Section 4.2 in the RFB document requires bidders to have a Florida State Certified License. Is this license a General Contractors License or any State Certified License, i.e. State Certified Underground Utility & Excavation Contractor(see attached license)?**

Response: General Contractors License is required.

Question: **What are the liquidated damages for this project?**

Response: There are no liquidated damages per se for this. The project does require a performance and payment bond. Substantial completion is to be within 60 days and the contract is for 90 days.

Question: **Will this project require Davis bacon?**

Response: As there is no Federal funding associated with the project, Davis-Bacon does not apply.

Question: **Will this project be owner paid materials?**

Response: The contractor will provide all materials required for successful completion of the project.

Question: **Can the City advise on the existing water line size that the directional bore will tie in to?**

Response: DWU advises that the water line is 6-inches, and the sewer line is 4-inch. All pipes must be Fusible PVC (FPVC) on the new lines.

Question: **Can I get a copy of any addenda that have been released to date?**

Response: No addendums have been released other than this addendum.

Question: What is the estimated construction budget?

Response: The engineering cost estimate was approximately $500k.

Question: Can I get a copy of the mandatory pre-bid meeting sign in sheet and/or plan holder's list if available?

Response: Item is attached to this addendum.

Question: Regarding the Mattie Kelly Outfall Project, sheet C09 shows invert and footing slab as optional. Please clarify invert type and whether the optional footings will be installed.

Response: Yes, the footings are required as shown in the plan set, these are NOT optional. The intent of the project is to have an open bottom channel, so no invert concrete panel is required.

The bid opening date for 25-13-PW remains October 30, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

Ed Miller

Print Name



Signature

October 21, 2025

Date

PRE-BID MEETING SIGN-IN SHEET

PROJECT Mattie Kelly Outfall RFB 25-13-PW

DATE: 10/14/25 TIME: 10:00 am LOCATION HELD: City Hall

Please Print

NAME	TITLE	COMPANY	PHONE #	E-MAIL USERID
ZACK MARSHALL	VP	ECSC, LLC	405.520.0954	ZMARSHALL@ECSCFLA.COM
Robert Baker	Super	RBM Contracting	850-496-1143	RBaker@rbmcontracting.com
JACOB HARDERS	PM	H.G. HARDERS & SON, INC	850-874-1500	jharders@hgharders.com
BRAD MONK	UTILITIES INSPECTOR	DESTIN WATER USERS	850-699-3649	BMONK@DWUINC.COM
Ed Miller	Estimator	C.W. Roberts Contracting, Inc.	850 549-1122	emiller@cwrcontracting.com
TIM COOPER	OPS MANAGER	PANHANDLE PRECAST	850 708 2225	TIM@PANHANDLEPRECAST.COM
COREY BOFFING	ESTIMATOR	BEAR	541-953-9052	COREY@BEARGC.COM
Jennifer McIntire	Bridge Consultant	Contech	205-306-3277	jennifer.mcintire@conteches.com
Garrett Rygula	Estimator	GCCI	850-387-9351	Garrett.Rygula@GCCI.net
Tony Bailey	Estimator	H & T Contractors	850-685-1986	Tony@ht-contractors.com
Jamie Eubanks	VP	Jenkins Engineering	850-837-2448	jamie@jeicivil.com

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-13-PW, Mattie Kelly Outfall

BIDDER NAME: C.W. Roberts Contracting, Inc.

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	**Mobilization / Demobilization including City Permits**	$ 94,500.00	$ 94,500.00
1.2	LS	1	**Maintenance of Traffic**	$ 8,000.00	$ 8,000.00
1.3	EA	2	**Temporary Portable Changeable Message Sign**	$ 4,000.00	$ 8,000.00
1.4	LS	1	**Clearing and Grubbing**	$ 36,000.00	$ 36,000.00
1.5	LS	1	**Excavation & Embankment**	$ 38,000.00	$ 38,000.00
1.6	LS	1	**Pavement Demolition / Sawcut Asphalt**	$ 8,100.00	$ 8,100.00
1.7	LS	1	**Final Grassing / Stabilization**	$ 6,900.00	$ 6,900.00
			SECTION 2 - SITE IMPROVEMENTS		
2.1	SY	246	**Pavement Patch / Repair / Overlay**	$ 110.00	$ 27,060.00
2.2	SY	72	**4" Concrete Sidewalk**	$ 188.00	$ 13,536.00
2.3	LF	453	**Double Silt Fence**	$ 17.00	$ 7,701.00
2.4	EA	2	**Turbidity Curtain**	$ 1,735.00	$ 3,470.00
2.5	LS	1	**Thermoplastic Crosswalk Striping**	$ 2,000.00	$ 2,000.00
2.6	LF	260	**6" Themoplastic Lane Striping**	$ 10.00	$ 2,600.00
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LS	1	**Arch Culvert System**	$ 259,000.00	$ 259,000.00
				$	$
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LS	1	**Cap & Grout Fill Abandoned Water & Sewer**	$ 7,400.00	$ 7,400.00
4.2	LF	182	**Water / Sewer Directional Bores**	$ 184.00	$ 33,488.00
4.3	EA	3	**Air Relief Valves**	$ 5,200.00	$ 15,600.00
4.4	LS	1	**Misc. Fittings / Connections**	$ 9,100.00	$ 9,100.00
			SECTION 5 - MISCELLANEOUS		
5.1	LS	1	**Testing & Certifications**	$ 8,500.00	$ 8,500.00
5.2	LS	1	**Misc Survey / Staking**	$ 8,700.00	$ 8,700.00
				$	$
				TOTAL BASE BID:	$ 597,655.00

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
				TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
C.W.ROBERTS CONTRACTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3660 Hartsfield Road

Requester's name and address (optional)

6 City, state, and ZIP code
Tallahassee, FL 32303

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	1	6	8	3	9	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Sheila Hawley | **Date ▶** 10/30/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3660 HARTSFIELD ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

POWELL, JEREMY SCOTT

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CUC1225175

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/02/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that C. W. ROBERTS CONTRACTING, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 19, 1976.

The document number of this corporation is 493846.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2025

Secretary of State

Tracking Number: 6250799653CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 03,2025

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD ROAD
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

REQUEST FOR BIDS
RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-13-PW MATTIE KELLY OUTFALL PROJECT	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☑
5	Form NO. 1	Bidder Qualification Statement	☑
6	Form NO. 2	Public Entity Crime Form	☑
7	Form NO. 3	Drug Free Workplace Certification Form	☑
8	Form NO. 4	Bid Bond Form	☑
9	Form NO. 5	Anti-Human Trafficking Affidavit	☑
10	Form NO. 6	Anti-Collusion Statement	☑
11	Proof of Insurance	See 4.3 Insurance Requirements	☑
12	Addenda Acknowledgement Form		☑
13	Price Proposal Sheet		☑
14	W-9		☑
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☑

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
2			☑

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PROPOSAL

Technical Proposal

FOR

RFB No.: 25-13-PW

Mattie Kelly Outfall Project

City of Destin

OFFEROR
ECSC, LLC.
1900 E. 15th St
Panama City, FL 32405
Tel: (850) 215-4822

The Offeror acknowledges and agrees to comply fully with all terms, conditions, and provisions of the solicitation. The Offeror further affirms agreement to furnish any or all items upon which prices are offered, at the price set opposite each item, in accordance with the requirements of the solicitation.

Signed By:

Authorized Representative
Zack Marshall (VP Operations)
zmarshall@ecscfla.com
PH: 405.520.0954



ECSC
SITE CONSTRUCTION

www.ECSCFLA.com

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TABLE OF CONTENTS

1	Submittal Requirements
2	Cover Sheet
3	Table of Contents
4	Transmittal Letter
5	Form No. 1
6	Form No. 2
7	Form No. 3
8	Form No. 4
9	Form No. 5
10	Form No. 6
11	Proof of Insurance
12	Addenda Acknowledgement
13	Price Proposal Sheet
14	W-9
15	Copies of Proposal (USB Drive)
16	Proof of Licensing

PROPOSAL

Technical Proposal

FOR

RFB No.: 25-13-PW

Mattie Kelly Outfall Project

Submitted To:

City of Destin

Attention: Rey Bailey
City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

Submitted by:

ECSC, LLC.
1900 E. 15th St
Panama City, FL 32405
Tel: (850) 215-4822
www.ECSCFLA.com

ECSC
SITE CONSTRUCTION

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Technical Narrative – Qualifications and Experience

Company Qualifications and Relevant Experience

Emerald Coast Site Construction (ECSC, LLC.) is a Florida-licensed General Contractor specializing in civil, site, and drainage infrastructure projects throughout the Gulf Coast region, with extensive experience in municipal and federal water management improvements. ECSC has successfully delivered projects of similar scope and complexity involving culvert replacements, outfall systems, utility relocations, and roadway restoration under both FDOT and local government specifications.

Relevant examples include:

• **Bay County, FL Redwood Avenue Drainage Improvements ($1,843,350)** – CDBG grant funds to construct 2710 LF of 48" concrete stormwater pipe, demolish existing headwalls/Outfalls, and replace double barrel concrete culvert and endwall and construct new concrete headwall and wingwalls. New headwall to include 48" precast concrete side drain, 8" concrete floor, footings, and wing walls.



• **Columbus AFB- Repair AUX Field (96" culvert)($463,497)** – Installation of 130 LF of 96" aluminized, corrugated metal culvert, to include ditch grading, rip rap embankments, and stabilized roadways at Auxillary Field in Columbus Mississippi for the US Air Force.



• **City of Lynn Legislative Stormwater Improvements ($190,288)** – Construction of new outfall ditch lined with concrete fabric to prevent erosion from tidal waters from North Bay. Work included the clearing and grading of over-grown vegetation in drainage ditch, subgrade and compact to new grades, installed ~8000 SF of concrete canvas materials (similar to armorform). Replaced (2) Type C Inlets and 18" RCP pipe.



• **City of Bonifay FL, Construct Stormwater Park ($1,988,938)** – Constructed a .64 acre wet detention stormwater management facility, including curb inlets, 60" RCP culverts, end treatments, rip rap, and concrete outfall structures. Including the reconstruction and repaving of adjacent roadways, curb and gutter, asphalt paving, markings and signage. The project involved removing an existing concrete box culvert and constructing a new triple 6'x4' box culvert under Moody Street with associated rip rap, guard rail, and paving. Work was completed with hardscape, landscaping, sidewalks, park benches, lighting, plantings, and irrigation.





Key Personnel and Team Structure

ECSC maintains a dedicated project delivery team with clear operational structure and lines of communication to ensure technical oversight and schedule control:

Role	Name / Title	Qualifications / Responsibilities
Project Executive	Zack Marshall, VP of Operations	20+ years in civil/site and drainage construction; executive oversight, contractual management, and resource allocation.
General Superintendent	Ricky Barnes	18+ years experience managing FDOT and municipal roadway/drainage projects; responsible for project coordination, scheduling, and submittals.
Superintendent / QC Lead	Allen Steverson	Over 25 years field supervision on stormwater, paving, and culvert projects; oversees daily operations, safety, and quality control.
Lead Foreman	Rusty Cook	15+ years experience in excavation and concrete structure installation; directs crews and ensures adherence to approved plans.
Survey & Layout	Gulf Surveying, Inc.	Local licensed firm providing topographic control, staking, and as-built certification.
Testing & Materials	GFA International, Inc.	Certified laboratory performing density, concrete, and compaction testing per FDOT and City standards.

Financial Qualifications and Stability

ECSC demonstrates strong financial capacity and operational stability necessary to perform bonded municipal projects:

• Bonding Capacity: $20 million aggregate / $10 million single project limit through Western Surety Company (A.M. Best “A” Rated).
• Insurance Coverage: General Liability ($1,000,000 per occurrence), Workers Compensation, Auto Liability, and Umbrella policies meeting or exceeding Section 4.3 of the RFB requirements.
• Performance History: No terminations for default or liquidated damages on any City, County, or Federal project.
• Financial Reporting: Audited statements available upon request; ECSC maintains a positive cash position and current ratio exceeding industry benchmarks, ensuring liquidity for labor, materials, and subcontractor payments.

Conclusion

ECSC’s qualifications, team experience, and financial stability position the firm to execute the Mattie Kelly Outfall Project safely, efficiently, and in full compliance with the City of Destin’s standards and schedule expectations. The company’s proven background in stormwater infrastructure, roadway restoration, and environmentally sensitive coastal construction ensures the technical expertise required to deliver a high-quality finished product within the City’s 90-day contract window.

Project Approach and Performance Differentiators

Understanding of Scope and Project Objectives

Emerald Coast Site Construction (ECSC, LLC.) has a comprehensive understanding of the Mattie Kelly Outfall Project's intent—to replace the existing outfall structure near Joe's Bayou with a new plate arch system that promotes efficient water flow between the wetland area and Choctawhatchee Bay while restoring the adjacent roadway, utilities, and environmental protection features. ECSC recognizes that this project requires a balance between hydraulic performance, environmental stewardship, and constructability within a constrained coastal site. Our approach emphasizes early coordination with City staff, Jenkins Engineering, and utility owners to sequence work efficiently and minimize impacts to existing facilities and public access along Beach Drive. The company's field management team has successfully executed similar coastal drainage and culvert replacements across Northwest Florida and fully understands the permitting, sequencing, and erosion control requirements involved.

Project Approach and Execution Strategy

Our construction plan follows a phased, methodical sequence to ensure safety, quality, and adherence to schedule:

- Pre-Construction Coordination: Conduct site walkthrough with City Engineer and utility providers (Destin Water Users, Okaloosa Gas, FPL). Review existing utilities and confirm bore paths and tie-in locations before excavation. Submit traffic control plan, environmental protection plan, and permit documentation for approval.
- Site Preparation and Erosion Control: Install double silt fence and turbidity curtains as shown in the plans. Establish 6' temporary chain-link fencing with green screening for access control and public safety per RFB Section 5.4. Perform clearing, grubbing, and grading in coordination with tidal conditions to limit soil exposure.
- Culvert and Outfall Construction: Excavate to design elevation using staged shoring and dewatering as needed. Set the plate arch structure with natural bottom, ensuring alignment with existing channel grade and flowline elevations. Backfill with select material and install riprap armoring and headwall structures per the design drawings and FDOT standards.
- Utility Relocations and Restoration: Coordinate the cap and grout of existing water and sewer mains, and perform directional bores for new service lines. Reinstall roadway base, asphalt patch, and 4" sidewalk; apply thermoplastic striping and signage per FDOT Index 102-600.
- Quality Assurance, Testing, and Closeout: Perform compaction, concrete, and structural testing through GFA International to ensure conformance. Maintain daily field reports, photographs, and weekly progress updates. Conduct final walkthrough with City Engineer and provide as-builts, warranties, and O&M documentation.

Budget Control and Cost Management

ECSC's project management system integrates cost tracking, production analysis, and schedule alignment to ensure work stays within budget. Labor and equipment costs are monitored daily through field logs tied to pay items. Subcontractor invoices and material quantities are reconciled weekly against the schedule of values. Any scope modifications are documented and pre-approved via written change orders per Section 5.3 of the RFB. This process has consistently allowed ECSC to deliver projects on or under budget while maintaining high standards of workmanship and safety.

Knowledge of Local Conditions and Permitting

ECSC is headquartered in Panama City, with extensive experience performing work throughout Okaloosa and Walton Counties. The company maintains close working relationships with the City of Destin Building Department, Destin Water Users, and Okaloosa County's Environmental Office. ECSC's familiarity with coastal weather patterns, tidal cycles, and high-water events enables effective planning for dewatering, material storage, and environmental compliance. All required permits—City of Destin Site & Building, FDEP Environmental Resource, and applicable trade permits—will be secured prior to construction. Our pre-construction team coordinates permit lead times to ensure the project's 90-day contract duration remains intact.

Means, Methods, and Key Issues

ECSC's means and methods emphasize safety, efficiency, and protection of adjacent resources:

- Access Constraints: Limited staging near Joe's Bayou will be mitigated by off-site material storage and just-in-time delivery scheduling.
- Tidal and Weather Impacts: ECSC will utilize portable pumps and staged cofferdams to maintain dry working conditions during culvert installation.
- Public Interface: ECSC will deploy a detailed Maintenance of Traffic (MOT) plan, including variable message boards and phased lane closures, to maintain access for nearby residents and visitors.

Potential issues such as unforeseen subsurface obstructions or soft soils will be addressed through real-time coordination with the City and Engineer, utilizing flowable fill or geotextile reinforcement where required.

Schedule and Availability

ECSC's team has been pre-scheduled and allocated for immediate mobilization upon award. The proposed construction schedule is fully achievable within the City's specified 90-calendar-day duration, structured as follows:

Phase	Duration	Milestone
Permitting & Pre-Construction	30 Days	Permits approved, submittals reviewed
Construction Activities	45 Days	Culvert installation, utilities, paving
Final Restoration & Closeout	15 Days	Testing, striping, acceptance

Performance Differentiators

- Proven success delivering coastal drainage and outfall projects under FDOT and municipal standards.
- Local expertise—experienced with City of Destin permitting and site conditions.
- Integrated management systems for cost, schedule, and QA/QC control.
- Safety-first culture with zero OSHA recordables across all projects in the past two years.
- Responsive communication—weekly coordination meetings and real-time issue tracking with the City Engineer.

Conclusion

ECSC's project approach is grounded in experience, proactive coordination, and a clear understanding of the Mattie Kelly Outfall Project's objectives. By combining local knowledge, disciplined cost and schedule control, and proven technical execution methods, ECSC offers the City of Destin a reliable partner capable of completing this project safely, on schedule, and within budget, while delivering lasting environmental and infrastructure improvements for the community.

Past Performance and References

Pattern of Successful Completion

Emerald Coast Site Construction (ECSC, LLC.) has consistently demonstrated a record of timely and successful project completion for both municipal and federal clients across the Southeast. Over the past five years, ECSC has maintained a 100% on-time completion rate and has never been terminated for default or failed to meet contract performance requirements. Each project was executed in full compliance with contract specifications, environmental standards, and applicable FDOT and Federal Highway Administration (FHWA) criteria.

ECSC's management structure and field leadership are designed around proactive scheduling and transparent communication with the owner, ensuring that projects are delivered on or ahead of schedule without compromising quality or safety. Our approach has earned the company repeated awards and renewals through IDIQ and MATOC contracts with various government entities—testament to the client confidence and satisfaction in our performance history.

Relevant and Comparable Experience

ECSC's experience portfolio directly aligns with the work scope for the Mattie Kelly Outfall Project, which includes drainage structure installation, roadway reconstruction, and utility coordination in a sensitive coastal environment.:

Demonstrated Ability and Quality of Workmanship

ECSC's workmanship is characterized by precision, safety, and compliance with FDOT and FAA quality standards. The company employs in-house quality assurance personnel who perform continuous inspections of earthwork, concrete placement, and erosion control devices. ECSC's past performance evaluations have consistently rated the company as "Exceptional" or "Very Good" in the categories of quality, management, and schedule adherence.

Specific strengths repeatedly cited by clients include:

- Excellent site management and safety culture.
- Detailed recordkeeping and submittal control.
- Responsiveness to design clarifications and field adjustments.
- Clean, organized, and well-maintained project sites.
- High level of technical coordination among trades and subcontractors.

References and Client Feedback

ECSC provides a comprehensive list of project references upon request. Recent clients have provided written commendations highlighting the firm's professionalism, communication, and quality workmanship. Examples include:

Project #	Client / Contact	Agency / Project	Phone / Email
1	Scott Chandler Asst. Public Works Dir.	Bay County / Redwood Avenue Drainage Improvements	(850) 248.8320 schandler@baycountyfl.gov
2	Willie Common, Flight Chief	Columbus AFB- Repair AUX Field	(662) 434-7780 willie.common.1@us.af.mil
3	Chris Forehand/ Panhandle Engineering	City of Lynn Legislative Stormwater Improvements	(850) 763-5200 cbf@panhandleengineering.com
4	Brent Melvin / DHM Melvin Engineering	City of Bonifay FL, Construct Stormwater Park	(850) 482-3045 brentmelvin@melvineng.com

Conclusion

ECSC's past performance history demonstrates a consistent trend of satisfactory to exceptional results across multiple drainage, outfall, and roadway improvement projects. The company's proven ability to complete work of identical scope, coupled with its reputation for quality workmanship and reliable communication, confirms ECSC's capability to deliver the Mattie Kelly Outfall Project to the City of Destin's full satisfaction—on time, within budget, and to the highest standard of quality.

RFP NO. 25-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☑

Name: ECSC, LLC Partnership ☐

Address: P.O. Box 35157 Individual ☐

City, State, Zip: Panama City, FL 32412 Other ☐

Telephone No.: (850) 215-4822

Email: zmarshall@ecscfla.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   ECSC, LLC

   The address of the principal place of business is:

   P.O. Box 35157

   Panama City, FL 32412

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: March 20, 2013

   b. State of Incorporation: Florida

   c. President's name: Jason Bense, Managing Member

   d. Vice President's name: Zack Marshall

e. Secretary's name: N/A

f. Treasurer's name: N/A

g. Name and address of Resident Agent: Jason Bense, Managing Member
1900 E 15th Street
Panama City, FL 32405

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

12 years

Under what other former names has your organization operated?

N/A

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC1532799

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

See Attached

10. State the name of the individual who will have personal supervision of the work:

Zack Marshall

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

N/A

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	10 - $64,123,396.89
b.	Non-Governmental Related Work	9 - $28,420,299.83
	Total Work (a +b):	$92,543,696.72

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Cadence Bank	101 West 23rd Street Panama City, FL 32405	(850) 785-3669

16. What will be your turnaround time for written responses to City inquires?

48 hours

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

See Attached

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Managing Member

Subscribed and sworn to before me

This 30th day of October, 20 25

Ashley B Bailey

Notary Public (Signature)

My Commission Expires: November 5, 2028

NOTARY PUBLIC STATE OF FLORIDA

ASHLEY B. BAILEY
MY COMMISSION # HH 572510
EXPIRES: November 5, 2028

END OF SECTION

ECSC
SITE CONSTRUCTION

10/27/2025

To Whom it May Concern:

ECSC, LLC has had several EEO complaints from past employees which all have resulted in being dismissed in ECSC's favor. Several of those employees have filed minor lawsuits with their complaints.

Browne, Martinez, VS. GCUC, Gortemoller, ECSC – ECSC named in lawsuit for a project that we were not a part of. Waiting for case management date.

Kist VS ECSC – ECSC was sued after a wreck between an employee and a civilian. Case is pending settlement.

Jason Bense
Managing Member

ECSC, LLC
P.O. Box 35157 | Panama City, FL 32412 | 850.215.4822

ECSC
SITE CONSTRUCTION

1. Name and Title: Jason A. Bense
2. Assignment on this Project: Managing Officer
3. Name of Firm: ECSC, LLC.
4. Number of Years with this Firm: 11 With other Firms: 10
5. Education: Degree(s)/Year/Specialization: BS Business/BS Development and Leadership/Jacksonville University, FL/Business
6. Specific Experience and Qualifications Relevant to the Project:
   Mr. Bense is a strong civil/site contractor specializing in the execution of earthwork, concrete, paving, storm sewers, utilities, layout, and pavement markings. As the Managing Officer of ECSC, Jason oversees the execution of project deliverables through daily guidance, advising, financial review, and mentoring of staff. Dedicated to the success of his endeavors, Jason is available at all times to discuss project particulars with clients, designers, and various stakeholders to ensure any issues are handled promptly. As the managing member of ECSC, Jason handles the financial needs of the company to include cash flow projections, equipment purchasing, surety/bonding programs, and contract negotiations.

   Core Qualifications Include:

   - Company Leadership
   - Contract Negotiations
   - Management Oversight
   - Conflict Resolution
   - Mentoring of Staff
   - Strategic Planning
   - Quality Assurance
   - Financial Growth
   - Contract Management
   - Safety Implementation Programs

7. Additional Experience
   - 2018/ Managing Member/ BGN Contractors, LLC.
   - 2013/ Managing Member/ ECSC, LLC.
   - 2006/ President/ Emerald Coast Striping, LLC.

ECSC
SITE CONSTRUCTION

Business Resume

1. Name and Title: Zack Marshall VP of Operations
2. Assignment on this Project: VP of Operations
3. Name of Firm: ECSC, LLC.
4. Number of Years with this Firm: 4 With other Firms: 16
5. Education: Degree(s)/Year/Specialization
    - Bachelor of Science/ 2004 Business Administration, University of Oklahoma
6. Active Registrations:
    - Construction Quality Management for Contractors/ US Army Corps of Engineers
    - Designated Design-Build Professional/ DBIA
    - LEED AP/ USGBC

7. Specific Experience:

Mr. Marshall has more than 20 years of experience in the construction industry and has served as Vice President and Project Manager positions. As Vice President, Zack will be ultimately responsible for the overall operations of ECSC, including schedule, quality of work and production during construction. The project staff will report to Zack weekly with schedule updates, potential delays, change orders, and project cost tracking.

8. Additional Experience
    - IDC Site Preparations/ 2022 / Port of Panama City FL /$4,900,000
    - Wildwood Village / 2021 / Cobalt Property Developments/ $2,500,000
    - S.Walton Baseball Facility / 2020 / Culpepper Construction Company
    - Air Force IDIQ / 2019 / Columbus Air Force Base MS ($40MM)
    - Vice President/ 2016- 2019 / Ross Group Construction Corp.
    - Director of Construction / 2014 – 2015/ AIP-Enterprises, LLC.
    - Project Manager (Federal) /2006 – 2014) / Ross Group Construction Corp

1. Name: HENRY R. BARNES (RICKY)
2. Assignment on this Project: General Superintendent
3. Name of Firm: ECSC, LLC.
4. Number of Years with this Firm: 2 With other Firms: 23
5. Experience: 24
6. Active Certifications:
   - FDOT ADVANCED M.O.T CERTIFICATION
   - FDOT LEVEL 1 ASPHALT
   - FDOT LEVEL 2 ASPHALT
   - FDEP Stormwater, Erosion, Sedimentation Control Inspector
   - QUALITY CONTROL

7. Specific Experience and Qualifications Relevant to the Project: Mr. Barnes is a competent construction manager with over 24 years experience in Asphalt, concrete, utilities, and sitework on private, FDOT, and federal projects. Having performed various roles to include equipment operator, foreman, superintendent, and General Superintendent Ricky can oversee the performance of site duties such as layout, surveying, excavation, compaction, utility installations, concrete installations as well as Asphalt laydown installations and quality inspections. Will supervise crews and subcontractors to perform work according to plans and specifications safely. Can perform multiple duties, doing whatever it takes to complete the project.

Core Qualifications Include:

- Site Management
- Equipment Operator
- Laborer Oversight
- Site Layout & Staking
- Storm-water Controls
- Quality Control Mgt
- Crew Scheduling
- Completion Forecasting
- Material Quantity Takeoff
- Subcontractor Management
- Utility Installation
- Asphalt laydown

8. Additional Experience
   - Beckrich Road (Richard Jackson BLVD) PANAMA CITY BEACH---4-Lane project included total construction from underground to landscaping $12,000,000 +
   - HWY 98 DESTIN, FLORIDA---6 Lane project included total reconstruction of roadway from underground to Asphalt and concrete $38,000,000



- Multiple subdivisions/ Apartment Complexes in Bay, Walton, Jackson, Gulf Counties total construction ranging from $500,000 to $15,000,000
- Midbay Bridge Toll Road Expansion
- Okaloosa County Rest Areas on I-10 for FDOT $25,000,000
- Leon/Jefferson County Rest Areas on I-10 for FDOT $17,000,000
- GRADE FOREMAN GAC CONTRACTORS/ Panama City, FL
- ASPHALT SUPERINTENDENT/GAC Contractors/Panama City, FL
- ASPHALT FOREMAN/ MidSouth Paving/ Dothan, AL
- GENERAL SUPERINTENDENT (WEST DIVISION) /GAC Contractors/Panama City, FL
- GENERAL SUPERINTENDENT/ ECSC,LLC/ Panama City, FL

RFP NO. 25-13-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract to City of Destin

2. This sworn statement is submitted by ECSC, LLC whose business address is P.O. Box 35157, Panama City, FL 32412

and (if applicable) Federal Employer Identification Number (FEIN) is 46-2341867 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Jason Bense and my relationship to the entity named above is Managing Member

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: October 30, 2025

(Signature)

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 30th day of October, 2025, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires: November 5, 2028

ASHLEY B. BAILEY
MY COMMISSION # HH 572510
EXPIRES: November 5, 2028

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: ECSC, LLC

ADDRESS: P.O. Box 35157

CITY: Panama City STATE: FL ZIP CODE: 32412

TELEPHONE NUMBER: (850) 215-4822

SIGNATURE: _____ DATE: October 30, 2025

NAME (TYPED OR PRINTED): Jason Bense

TITLE: Managing Member

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as ECSC, LLC Principal, and as Great Midwest Insurance Company, Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, FIVE percent (5%) of the Contract Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 30th day of October —, 20 25

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
ECSC, LLC	Great Midwest Insurance Company
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: _____
	Signature (attach power of attorney)
Title: _____	Title: Rachel Fell, Attorney-in-Fact
Attest: VP OPERATIONS	Attest: _____
Signature and Title	Kaylan Fila, Account Executive Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Chancey J. Shepherd, Rachel Fell, Kaylan Fila, Hayley Rutherford

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 30TH Day of October, 2025.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

RFP NO. 25-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Jason Bense (insert name) as Managing Member (insert title) on behalf of ECSC, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. ECSC, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, ECSC, LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Jason Bense
Title: Managing Member
Nongovernmental entity: ECSC, LLC
Date: October 30, 2025

STATE OF Florida
COUNTY OF Bay

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Jason Bense as Managing Member on behalf of ECSC, LLC, who is personally known to me or who produced _____ as identification this 30th day of October, 2025.

Notary Public

(Notary Seal)

ASHLEY B. BAILEY
COMMISSION # HH 572510
EXPIRES: November 5, 2028

RFP NO. 25-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

ECSC, LLC
Bidder's Company Name

P.O. Box 35157

Panama City, FL 32412
Address

(850) 215-4822
Phone #

46-2341867
Federal ID # or SS #


Authorized Signature

Jason Bense
Authorized Signatory (Print Name)

Managing Member
Title

N/A
Fax #

ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-13-PW
MATTIE KELLY OUFALL PROJECT

OCTOBER 21, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-13-PW. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: I have a Licensing question on the RFB 25-13-PW; Mattie Kelly Outfall project. Section 4.2 in the RFB document requires bidders to have a Florida State Certified License. Is this license a General Contractors License or any State Certified License, i.e. State Certified Underground Utility & Excavation Contractor(see attached license)?

Response: General Contractors License is required.

Question: What are the liquidated damages for this project?

Response: There are no liquidated damages per se for this. The project does require a performance and payment bond. Substantial completion is to be within 60 days and the contract is for 90 days.

Question: Will this project require Davis bacon?

Response: As there is no Federal funding associated with the project, Davis-Bacon does not apply.

Question: Will this project be owner paid materials?

Response: The contractor will provide all materials required for successful completion of the project.

Question: Can the City advise on the existing water line size that the directional bore will tie in to?

Response: DWU advises that the water line is 6-inches, and the sewer line is 4-inch. All pipes must be Fusible PVC (FPVC) on the new lines.

Question: Can I get a copy of any addenda that have been released to date?

Response: No addendums have been released other than this addendum.

Question: What is the estimated construction budget?

Response: The engineering cost estimate was approximately $500k.

Question: Can I get a copy of the mandatory pre-bid meeting sign in sheet and/or plan holder's list if available?

Response: Item is attached to this addendum.

Question: Regarding the Mattie Kelly Outfall Project, sheet C09 shows invert and footing slab as optional. Please clarify invert type and whether the optional footings will be installed.

Response: Yes, the footings are required as shown in the plan set, these are NOT optional. The intent of the project is to have an open bottom channel, so no invert concrete panel is required.

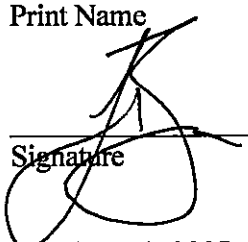
The bid opening date for 25-13-PW remains October 30, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

Jason Bense
Print Name



Signature

October 21, 2025
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2025

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

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

PRODUCER Acentria Insurance - Panama City 501 West 11th Street Panama City FL 32401	**CONTACT NAME:** Cory Chandler **PHONE (A/C, No, Ext):** 850-215-5346 **FAX (A/C, No):** 850-215-5360 **E-MAIL ADDRESS:** cory.chandler@acentria.com
INSURED ECSCLLC-01 ECSC LLC 1900 East 15th Street Panama City FL 32401	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AGCS Marine Insurance Company — 22837 **INSURER B :** Executive Risk Indemnity Inc. — 35181 **INSURER C :** Federal Insurance Company — 20281 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1401091483 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			54326884	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 50,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			54326883	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Damage	$ 1,000,000 $ $ $ $ ACV
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			5671-7396	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		54326885	5/1/2025	5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			MXI9307982456216	7/28/2025	7/28/2026	Scheduled Equipment Leased or Rented	See Below limit $500,000 per item

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

RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT

Additional insured applies when required in a contract. Waiver of subrogation applies when required in a contract. 30-day notice of cancellation applies.

CERTIFICATE HOLDER

City of Destin
City Clerks's Office
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-13-PW, Mattie Kelly Outfall

BIDDER NAME: **ECSC, LLC.**

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	**Mobilization / Demobilization including City Permits**	$ 31,013.89	$ 31,013.89
1.2	LS	1	**Maintenance of Traffic**	$ 11,125.56	$ 11,125.56
1.3	EA	2	**Temporary Portable Changeable Message Sign**	$ 3,991.51	$ 7,983.02
1.4	LS	1	**Clearing and Grubbing**	$ 5,230.41	$ 5,230.41
1.5	LS	1	**Excavation & Embankment**	$ 270,780.92	$ 270,780.92
1.6	LS	1	**Pavement Demolition / Sawcut Asphalt**	$ 21,508.45	$ 21,508.45
1.7	LS	1	**Final Grassing / Stabilization**	$ 8,424.74	$ 8,424.74
			SECTION 2 - SITE IMPROVEMENTS		
2.1	SY	246	**Pavement Patch / Repair / Overlay**	$ 162.11	$ 39,879.06
2.2	SY	72	**4" Concrete Sidewalk**	$ 156.66	$ 11,272.32
2.3	LF	453	**Double Silt Fence**	$ 5.93	$ 2,686.29
2.4	EA	2	**Turbidity Curtain**	$ 2,177.87	$ 4,355.74
2.5	LS	1	**Thermoplastic Crosswalk Striping**	$ 1,267.15	$ 1,267.15
2.6	LF	260	**6" Themoplastic Lane Striping**	$ 13.65	$ 3,549.00
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LS	1	**Arch Culvert System**	$ 235,485.27	$ 235,485.27
				$	$
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LS	1	**Cap & Grout Fill Abandoned Water & Sewer**	$ 4,024.92	$ 4,024.92
4.2	LF	182	**Water / Sewer Directional Bores**	$ 171.66	$ 31,242.12
4.3	EA	3	**Air Relief Valves**	$ 6,261.67	$ 18,785.01
4.4	LS	1	**Misc. Fittings / Connections**	$ 4,967.19	$ 4,967.19
			SECTION 5 - MISCELLANEOUS		
5.1	LS	1	**Testing & Certifications**	$ 9,503.61	$ 9,503.61
5.2	LS	1	**Misc Survey / Staking**	$ 7,096.03	$ 7,096.03
				$	$
				TOTAL BASE BID:	$ 730,180.70

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
				TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ECSC, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 35157

6 City, state, and ZIP code

Panama City, FL 32412

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

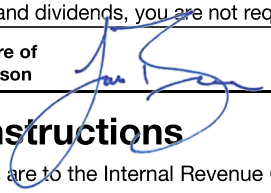
4	6	–	2	3	4	1	8	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 01/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOLDEN, RONALD GAGE

ECSC LLC
1901 N. EAST AVE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1532799

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Detail by Entity Name

Florida Limited Liability Company
ECSC LLC

Filing Information

Document Number	L13000042101
FEI/EIN Number	46-2341867
Date Filed	03/20/2013
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	09/03/2024
Event Effective Date	NONE

Principal Address

1900 E 15th Street
PANAMA CITY, FL 32401

Changed: 04/02/2025

Mailing Address

PO Box 35157
PANAMA CITY, FL 32412

Changed: 04/02/2025

Registered Agent Name & Address

BENSE, JASON
1900 E 15th Street
PANAMA CITY, FL 32401

Name Changed: 09/03/2024

Address Changed: 04/02/2025

Authorized Person(s) Detail

Name & Address

Title MANAGING MEMBER

BENSE, JASON A
1900 E 15th Street
Panama City, FL 32405

Title VP

Marshall, Zack H
1900 E 15th Street
PANAMA CITY, FL 32405

Annual Reports

Report Year	Filed Date
2025	04/02/2025
2025	09/02/2025
2025	10/01/2025

Document Images

10/01/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
09/02/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/02/2025 -- ANNUAL REPORT	View image in PDF format
09/03/2024 -- CORLCRACHG	View image in PDF format
04/10/2024 -- ANNUAL REPORT	View image in PDF format
04/28/2023 -- ANNUAL REPORT	View image in PDF format
05/25/2022 -- CORLCRACHG	View image in PDF format
05/19/2022 -- CORLCDSMEM	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
03/23/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
02/07/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
05/01/2015 -- ANNUAL REPORT	View image in PDF format
12/12/2014 -- CORLCRACHG	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- Florida Limited Liability	View image in PDF format

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 30,2025

ECSC LLC
PO BOX 35157
PANAMA CITY, FLORIDA 32412

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

SEALED BID DO NOT OPEN

City of Destin, Florida

Request for Bids RFB NO. 25-13-PW

MATTIE KELLY OUTFALL PROJECT

DUE DATE/TIME: October 30, 2025 at 2:30 PM – CENTRAL TIME

City Clerck's Office

City of Destin

4200 Indian Bayou Trail, Destin, FL 32541

Bid date and time:

10/30/2025 at 2:30 PM CST

Prepared by:

H&T Contractors, L.L.C.

376 Ben King Road

Freeport, FL 32439

850-835-0231

Florida License: CGC1517436

CUC1224504

FDOT No. F262414585002

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB NO. 25-13-PW

MATTIE KELLY OUTFALL PROJECT

City of Destin, Florida
September 25, 2025

Larry Jones, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

REQUEST FOR BIDS
RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

CITY OF DESTIN, FLORIDA

The City of Destin is soliciting sealed competitive proposals for the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 25-13-PW in the subject line of the email. Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-13-PW - MATTIE KELLY OUTFALL PROJECT", along with the name, return address and telephone number of the submitter, no later than** 2:00 p.m. (CT), on October 30, 2025 at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

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SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-13-PW MATTIE KELLY OUTFALL PROJECT	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☑
5	Form NO. 1	Bidder Qualification Statement	☑
6	Form NO. 2	Public Entity Crime Form	☑
7	Form NO. 3	Drug Free Workplace Certification Form	☑
8	Form NO. 4	Bid Bond Form	☑
9	Form NO. 5	Anti-Human Trafficking Affidavit	☑
10	Form NO. 6	Anti-Collusion Statement	☑
11	Proof of Insurance	See 4.3 Insurance Requirements	☑
12	Addenda Acknowledgement Form		☑
13	Price Proposal Sheet		☑
14	W-9		☑
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☑

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
2			☑

1.0 INTRODUCTION

The City of Destin is soliciting sealed competitive proposals for the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until 2:00 p.m. (CT), on October 30, 2025 at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.

B. Any responses received after the above-mentioned time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above-mentioned time and date. RFB responses which arrive after the above-mentioned deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom at **2:00 p.m. (CT), on October 30, 2025**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.

E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

F. One (1) original, so designated, and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.

H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.

I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

K. The Bid Committee shall consist of City of Destin staff members.

L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	September 25, 2025
Mandatory Pre-Bid Meeting	**October 14, 2025 at City Hall**
Last day for questions to be submitted	October 17, 2025
Due Date/Bid Opening	2:00 p.m. (CT), on October 30, 2025
Tentative Date - Bid Committee Evaluation	November 4, 2025
Tentative Date – City Council Meeting	November 17, 2025
Tentative Date- Execution of Contract	December 1, 2025
Tentative Date -Notice of Award	December 15, 2025
Tentative Date- Notice to Proceed	December 15, 2025

There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 October 14, 2025 at 10:00 am.

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents (with any exceptions explicitly noted herein) and in accordance with applicable federal, state, and local codes and regulations. Of note, there are no requirements for fire alarm systems.

The general description of work shall include, but may not be limited to:

the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

The contract will be for ninety (90) calendar days. Contractor shall reach substantial completion for all work within thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	December 2025 / January 2026
Begin Construction	February 2026
Substantial Completion	30 Days Prior to Complete Construction
Complete Construction	April 30, 2026

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities

hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License http://www.co.okaloosa.fl.us/gm/licensing.

Contractor must also be registered in the City of Destin https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages,

including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days notice

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidders within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Site & Building Permit
b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)
c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile

or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract, or added work necessary to meet the performance goals of the scope of work.
b. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract, and is entirely outside and independent of the scope of work and not contemplated by it.
c. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.

b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to

Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.

f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

a. Damage to adjacent property or right(s)-of-way(s)
b. Defective work not remedied;
c. Claims filed or reasonable evidence indicating probable filing of claims;

d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
e. A reasonable doubt that the contract can be completed for the balance then unpaid;
f. Damage to another contractor;
g. Failure to submit required reports; or
h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

a. Completion of the punch list.

b. Acceptance and occupancy of the project.

c. Submission and approval of final invoice.

d. Submission of all product warranties and operating manuals.

e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.

g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as "As-Built", in addition to both AutoCAD and PDF electronic versions on a flash drive.

h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

i. Provide written warranties covering quality of labor and installation of all products/materials.

j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?

- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

b. Qualifications and Experience
- Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- Do financial qualifications clearly demonstrate financial stability of the company?

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance
- Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
- Basis of evaluation:
- A pattern of successful completion of work
- A pattern of work identical to, similar to, or related to the work the project requires.
- Ability shown, through workmanship provided on other projects.
- Did the bidder provide references, did they demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact

person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by 2:00 p.m. (CT), on October 17, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT, bid opening date and responsive bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:
    - commitment to perform the work,

- understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
- delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

d. Price Proposal Sheet
e. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Responsive Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement
f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
h. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CT), on October 30, 2025**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-13-PW - MATTIE KELLY OUTFALL PROJECT"** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **2:00 p.m. (CT), on October 30, 2025** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

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

RFP NO. 25-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:

Name: H&T Contractors, LLC

Address: 376 Ben King Road

City, State, Zip: Freeport, FL 32439

Telephone No.: 850-835-0231

Email: timtindle@yahoo.com

	Check One
Corporation	☐
Partnership	☑
Individual	☐
Other	☐

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   H&T Contractors, LLC

   The address of the principal place of business is:

   376 Ben King Road

   Freeport, FL 32439

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: N/A

   b. State of Incorporation: N/A

   c. President's name: N/A

   d. Vice President's name: N/A

e. Secretary's name: N/a

f. Treasurer's name: N/A

g. Name and address of Resident Agent: N/A

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: 04/15/2008

b. Name, address and ownership units of all partners:

Sonya Tindle. 34%, Santa Rosa Beach, FL

Heather Bailey, 33%, Destin, FL

TJ Tindle, 33%, Freeport, FL

c. State whether general or limited partnership: Limited Liability Company

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

17 Years

Under what other former names has your organization operated?

NONE

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Florida: CGC1517436 & CUC12244504

FDOT: F262414585001

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

H&T's management staff has 30+ experience concerning this bid.

See attached resumes.

10. State the name of the individual who will have personal supervision of the work:

Randy Aldrich.

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Dana C. Matthews, 4475 Legendary Drive, Destin, FL 32541

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Sonya Tindle, Santa Rosa Beach, FL

Heather Bailey, Destin, FL and TJ Tindle, Freeport, FL

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

NONE

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

	Revenue Index Number: 10	Revenue Index Number
a.	Government Related Work	10%
b.	Non-Governmental Related Work	90%
	Total Work (a +b):	100%

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	Address	Telephone
Renasant Bank, 2000 Ninety-Eight Palms Blvd, Destin, FL 32541		

16. What will be your turnaround time for written responses to City inquires?

As soon a H&T receives the notice to proceed.

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

NONE

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NONE

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

NONE

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) CFO

Subscribed and sworn to before me

This 30th day of October, 20 25

Notary Public State of Florida
Misty M Shaw
My Commission
HH 253069
Exp. 8/8/2026

Misty M Shaw
Notary Public (Signature)

My Commission Expires: 08/08/2026

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract Bid Proposal

2. This sworn statement is submitted by H&T Contractors, LLC whose business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A

3. My name is John B. Irvin, IV and my relationship to the entity named above is CFO

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

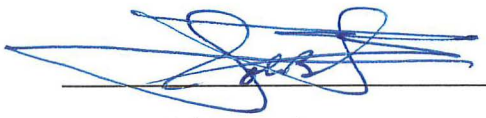
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Yes Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

No The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

No The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

Yes The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



Date: 10/30/2025

(Signature)

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 30th day of October, 20 25, and is personally known to me, or has provided _____ as identification.



Misty M Shaw
Notary Public

My Commission expires:

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Freeport STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: 10/30/2025

NAME (TYPED OR PRINTED): John B, Irvin, IV

TITLE: CFO

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as H&T Contractors, L.L.C. Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 8th day of October, 2025

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 2.2 All bids are rejected by Owner, or
   - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

***Merchants National Bonding, Inc.**

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
H&T Contractors, L.L.C.	Merchants National Bonding, Inc.
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: Mark W. Edwards II
	Signature (attach power of attorney)
Title: CFO	Title: Mark W. Edwards, II, Attorney-in-Fact
Attest: Misty Shaw, Secretary	Attest: Alisa B. Ferris
Signature and Title	Alisa B. Ferris, Senior Vice President - Surety Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October ,2025 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

RFP NO. 25-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I John B. Irvin, IV (insert name) as CFO (insert title) on behalf of H&T Contractors, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. H&T Contractors, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, H&T Contractors, LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: John B. Irvin, IV
Title: CFO
Nongovernmental entity:
Date: 10/30/2025

STATE OF FLORIDA
COUNTY OF WALTON

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by John B. Irvin, IV as CFO on behalf of H&T Contractors, LLC, who is personally known to me or who produced _____ as identification this _____ day of October 30, 2025.

Notary Public

(Notary Seal)

Notary Public State of Florida
Theresa Lynn Bishop
My Commission
HH 219951
Exp. 1/24/2026

RFP NO. 25-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

H&T Contractors, LLC
Bidder's Company Name


Authorized Signature

376 Ben King Road

John B. Irvin, IV
Authorized Signatory (Print Name)

Freeport, FL 32439
Address

CFO
Title

850-835-0231
Phone #

850-835-5123
Fax #

26-2414585
Federal ID # or SS #

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

EXHIBIT A - BID PROPOSAL FORM PRICE
PROPOSAL SHEET DESTIN, FL
RFB NO. 25-13-PW, Mattie Kelly Outfall

Bidder Name: H&T Contractors, LLC

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	Mobilization / Demobilization including City Permits	$ 53,830.00	$ 53,830.00
1.2	LS	1	Maintenance of Traffic	$ 15,000.00	$ 15,000.00
1.3	EA	2	Temporary Portable Message Sign	$ 5,000.00	$ 10,000.00
1.4	LS	1	Clearing & Grubbing	$ 10,000.00	$ 10,000.00
1.5	LS	1	Excavation & Embankment	$ 40,000.00	$ 40,000.00
1.6	LS	1	Pavement Demolition / Sawcut Asphalt	$ 14,070.00	$ 14,070.00
1.7	LS	1	Final Grassing / Stabilization	$ 18,000.00	$ 18,000.00
			SECTION 2-SITE IMPROVEMENTS		
2.1	SY	246	Pavement Patch / Repair / Overlay	$ 175.00	$ 43,050.00
2.2	SY	72	4" Concrete Sidewalk	$ 150.00	$ 10,800.00
2.3	LF	453	Double Silt Fence	$ 20.00	$ 9,060.00
2.4	EA	2	Turbidity Curtain	$ 3,000.00	$ 6,000.00
2.5	LS	1	Thermoplastic Crosswalk Striping	$ 4,500.00	$ 4,500.00
2.6	LF	260	6" Themoplastic Lane Striping	$ 20.00	$ 5,200.00
			SECTION 3- STORM DRAINAGE SYSTEM		
3.1	LS	1	Arch Culvert System	$ 222,688.00	$ 222,688.00
			SECTION 4- WATER & SEWER SYSTEMS		
4.1	LS	1	Cap & Grout Fill Abandoned Water & Sewer	$ 24,000.00	$ 24,000.00
4.2	LF	182	Water / Sewer Directional Bores	$ 190.00	$ 34,580.00
4.3	EA	3	Air Relief Valves	$ 12,000.00	$ 36,000.00
4.4	LS	1	Misc. Fittings / Connections	$ 10,000.00	$ 10,000.00
			SECTION 5- MISCELLANEOUS		
5.1	LS	1	Testing & Certifications	$ 20,000.00	$ 20,000.00
5.2	LS	1	Misc Survey / Staking	$ 10,000.00	$ 10,000.00
					$ -
				TOTAL BASE BID	$ 596,778.00

Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed

ves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Descrption	Unit Price	Total Price
					$ -

ALTERNATE BID ITEMS					
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.					
NOTE 2: CY=CUBIC YARD, EA=EACH; LS=LUMP SUM; SY= SQUARE YARD					
			RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION		

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASIAS, RAY ANTHONY

H&T CONTRACTORS LLC
30 EMILY ROAD
SANTA FE NM 87508

LICENSE NUMBER: CGC1517436

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASIAS, RAY ANTHONY

H&T CONTRACTORS LLC
376 BEN KING RD
FREEPORT FL 32439

LICENSE NUMBER: CUC1224504

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 30,2025

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT, FLORIDA 32439

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Jimmy Patronis
CHIEF FINANCIAL OFFICER

JoAnne Rice
DIVISION DIRECTOR

Bruce Gillingham
BUREAU CHIEF

Ronald Dilworth
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Ray A Casias
P.O. Box 9
Freeport FL 32439-0009

BUSINESS ORGANIZATION: H&T Contractors LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:	07/01/2024
Type:	09
Class:	14
County:	Walton
License/Permit #:	207909-0001-2010
Expiration Date:	06/30/2026

Jimmy Patronis
Chief Financial Officer

RANDY ALDRICH

SUMMARY OF EXPERTISE

Operations Superintendent - Underground Utility and Site construction. Experienced Construction Superintendent. Supervises installation of water lines, gravity sewer, force main, storm drain system, lift stations, sub-grade preparation, and structural concrete. Foreman/Superintendent on many projects including, but not limited to subdivision improvements, commercial site work, municipal water and sewer systems, commercial building, structural concrete.

RELATED EXPERIENCE

- Commercial Construction Superintendent
- Structural Concrete
- Project Management
- On-Site Supervision
- Underground Utilities Expertise

EXPERIENCE

2008-Present H & T Contractors, LLC Freeport, FL

Operations Supervisor

- Scheduled and supervised company employees.
- Coordinated job activities with other contractors on site.
- Scheduled all activities related to project completion.

1998-2008 Tindle Enterprises, Inc. Santa Rosa Beach, FL

Superintendent

- Scheduled and supervised company employees.
- Coordinated job activities with other contractors on site.
- Scheduled all activities related to project completion.

Supervises construction of structural concrete

1987–1998 Classic Landscape Unlimited Santa Rosa Beach, FL

Owner

- Owner, Scheduler, Estimator and Supervisor of Landscape/Concrete Company
- Company installed Irrigation, Landscape, Concrete Curb, Sidewalks and Foundations

1990–1997 M & G Enterprises, Inc. Santa Rosa Beach, FL

Equipment Operator/ Commercial Truck Operator / Mechanic

- Mechanic on Heavy Equipment and Semi Trucks

- Heavy equipment operator with experience operating Hydraulic Excavator, Bulldozer, Loaders.
- Commercial truck driver operator specializing in the transportation of heavy equipment

1989-1990 AMAC Construction / Congress Construction *Superintendent*

- Supervised the construction of Commercial Building to include but not limited to metal buildings, foundations and multi story buildings

1982-1989 Elkington & Keltner Construction San Destin, FL

Construction Superintendent

- Supervised the construction of Town home to include but not limited to foundations and multi story buildings

1984-1985 Hancock & Hasslet Construction Destin, FL

Construction Superintendent

- Supervised the construction of Condominiums and Multi-Story Buildings to include but not limited to foundations, structural concrete, and structural steel.

TIM TINDLE

SUMMARY OF EXPERTISE

Over Twenty years of experience in the Construction Industry working with Heavy Equipment, Site Construction and Underground Utilities. President of Tindle Enterprises, Inc, a company with annual revenues that have exceeded $32 Million, and Contracts in progress exceeded $39 Million.

RELATED EXPERIENCE

- Business Management
- State of Florida Registered Underground Utility and Excavation License
- Certified HDPE pipe welding
- Contract Administration and Management
- Project Management
- Site Construction and Underground Utilites
- Asphalt Pavement

EXPERIENCE

2008-Present H & T Contractors, LLC Santa Rosa Beach, FL

Operations Manager

- Manages all Field Operations and Shop Activities
  - Coordinated job activities with other contractors on site.
  - Scheduled all activities related to project completion.
  - Operated various equipment as needed for completion of all projects

1995-2011 Tindle Enterprises, Inc. Santa Rosa Beach, FL

President

- Started Tindle Enterprises, Inc in 1995
  - Equipment List exceeded 250 Pieces of Equpment
  - Employed Over 240 Personnel
  - Single Project Contracts exceeded $10 Million

1988–1995 M & G Enterprises, Inc. Santa Rosa Beach, FL

Vice President

- Management and Administration experience in Underground Utilities, Municipal, Residential and Commercial Site Development.
- Heavy equipment operator with experience operating Hydraulic Excavator, Motor Grader, Bulldozer, Loaders, Pneumatic Rollers, Soil Stabilizers, Scraper, Asphalt Spreader, Milling Machine.
- Experience in Supervising Personnel, Contract Administration, Business and Finance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2025

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

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

PRODUCER
Acrisure Southeast Partners Insurance Services LLC
1317 Citizens Blvd
Leesburg FL 34748

CONTACT NAME: Daniels Commercial Insurance, LLC
PHONE (A/C, No, Ext): 850-308-7710 **FAX (A/C, No):** 850-308-7716
E-MAIL ADDRESS: service@dcinsllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B : Gotham Insurance Company	25569
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED H&TCONT-01
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

COVERAGES **CERTIFICATE NUMBER:** 771014063 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CLP3755280	3/10/2025	3/10/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAP3755281	3/10/2025	3/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PIP						PIP Limit	$ 10,000
B	UMBRELLA LIAB X OCCUR			EX202500006023	3/10/2025	3/10/2026	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC3755279	3/10/2025	3/10/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Installation Floater Leased/Rented Equipment			CLP3755280	3/10/2025	3/10/2026	IF - Any One Location LR - Max Per Item	1,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFB NO. 25-13-PW - Mattie Kelly Outfall Project . The Certificate Holder, Owner and all other parties required to be named as additional insureds by written contract are included as Additional Insureds as respects General Liability (for on-going & completed operations, on a primary & noncontributory basis), & Automobile Liability. Waiver of Subrogation applies in favor of certificate holder, Owner and all other parties required by written contract as respects General Liability, Automobile Liability, & Workers Compensation. Excess Liability is Follow Form General Liability & Automobile Liability regarding Additional Insureds & Waivers of Subrogation.

CERTIFICATE HOLDER

City of Destin, Florida
4200 Indian Bayou Trail
Destin FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-13-PW
MATTIE KELLY OUFALL PROJECT

OCTOBER 21, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-13-PW. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: I have a Licensing question on the RFB 25-13-PW; Mattie Kelly Outfall project. Section 4.2 in the RFB document requires bidders to have a Florida State Certified License. Is this license a General Contractors License or any State Certified License, i.e. State Certified Underground Utility & Excavation Contractor(see attached license)?

Response: General Contractors License is required.

Question: What are the liquidated damages for this project?

Response: There are no liquidated damages per se for this. The project does require a performance and payment bond. Substantial completion is to be within 60 days and the contract is for 90 days.

Question: Will this project require Davis bacon?

Response: As there is no Federal funding associated with the project, Davis-Bacon does not apply.

Question: Will this project be owner paid materials?

Response: The contractor will provide all materials required for successful completion of the project.

Question: Can the City advise on the existing water line size that the directional bore will tie in to?

Response: DWU advises that the water line is 6-inches, and the sewer line is 4-inch. All pipes must be Fusible PVC (FPVC) on the new lines.

Question: Can I get a copy of any addenda that have been released to date?

Response: No addendums have been released other than this addendum.

Question: What is the estimated construction budget?

Response: The engineering cost estimate was approximately $500k.

Question: Can I get a copy of the mandatory pre-bid meeting sign in sheet and/or plan holder's list if available?

Response: Item is attached to this addendum.

Question: Regarding the Mattie Kelly Outfall Project, sheet C09 shows invert and footing slab as optional. Please clarify invert type and whether the optional footings will be installed.

Response: Yes, the footings are required as shown in the plan set, these are NOT optional. The intent of the project is to have an open bottom channel, so no invert concrete panel is required.

The bid opening date for 25-13-PW remains October 30, 2025 at 2:00 P.M. (CST)

END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

JOHN B. IRVIN, IV

Print Name



Signature

10/21/2025

Date

PRE-BID MEETING SIGN-IN SHEET

PROJECT Mattie Kelly Outfall RFB 25-13-PW

DATE: 10/14/25 TIME: 10:00 am LOCATION HELD: City Hall

Please Print

NAME	TITLE	COMPANY	PHONE #	E-MAIL USERID
ZACK MARSHALL	VP	ECSC, LLC	405.520.0954	ZMARSHALL@ECSCFLA.COM
Robert Baker	Super	RBM Contracting	850-496-1143	RBaker@rbmcontracting.com
JACOB HARDERS	PM	H.G. HARDERS & SON, INC	850-874-1500	jharders@hgharders.com
BRAD MONK	UTILITIES INSPECTOR	DESTIN WATER USERS	850-699 3649	BMONK@DWUINC.com
Ed Miller	Estimator	C.W. Roberts Contracting, Inc.	850 549-1122	emiller@cwrcontracting.com
TIM COOPER	OPS MANAGER	PANHANDLE PRECAST	850 708 2225	TIM@PANHANDLEPRECAST.com
COREY BOFFING	ESTIMATOR	BEAR	541-953-9052	COREY@BEARGC.COM
Jennifer McIntire	Bridge Consultant	Contech	205-306-3277	jennifer.mcintire@conteches.com
Garrett Rygula	Estimator	GCCI	850-387-9351	Garrett_Rygula@GCCI.net
Tony Bailey	Estimator	H & T Contractors	850-685-1986	Tony@ht-contractors.com
Jamie Eubanks	VP	Jenkins Engineering	850-837-2448	jamie@jeicivil.com

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

H&T Contractors, L.L.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

376 Ben King Road, P.O. Box 9

Requester's name and address (optional)

6 City, state, and ZIP code

Freeport, Florida 32439

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	2	4	1	4	5	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

P O Box 9
376 Ben King Road
Freeport, FL 32439

SUBMITTAL and QUALTFICATION STATEMENT

Mattie Kelly Outfall Project – RFB NO. 25-13-PW

October 30, 2025

1. H&T Contractors, LLC (H&T) was established on Apil 15, 2008. H&T is a Certified General Contractor (CGC1517436) and a Certified Underground Utilities & Excavation Company (CUC1224504).
2. H&T's specialties include, but are not limited to, underground utilities, lift stations, asphalt paving, curb & gutters, etc.
3. H&T has an exceptional staff of which individual has 30+/- years of experience. These individuals are Chris Bedwell, Mike Bascetta, Randy Aldrich, Ray Casias, Tim Tindle and Tony Ozimek (Resumes Attached).

John B. Irvin, IV - CFO

REQUEST FOR BIDS
RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☑
2	Cover Sheet	Must include RFB NO. #25-13-PW MATTIE KELLY OUTFALL PROJECT	☑
3	Table of Contents		☑
4	Transmittal Letter	See 7.4.c.	☐
5	Form NO. 1	Bidder Qualification Statement	☑
6	Form NO. 2	Public Entity Crime Form	☑
7	Form NO. 3	Drug Free Workplace Certification Form	☑
8	Form NO. 4	Bid Bond Form	☑
9	Form NO. 5	Anti-Human Trafficking Affidavit	☑
10	Form NO. 6	Anti-Collusion Statement	☑
11	Proof of Insurance	See 4.3 Insurance Requirements	☑
12	Addenda Acknowledgement Form		☑
13	Price Proposal Sheet		☑
14	W-9		☑
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☑

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☑
2			☑

MATTIE KELLY OUTFALL PROJECT

NO. 25-13-PW

City of Destin, Florida

BID OPENING DATE: 10/30/2025

10/30/25

Branch McClendon, Owner/General Manager
118 Industrial Park Rd.
Freeport, Florida 32439
850-622-1434

RBM CONTRACTING SERVICES·LLC

City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

10/29/2025

Subject: Transmittal Letter – *Mattie Kelly Outfall Project No. 25-13-PW*

RBM Contracting Services LLC is pleased to submit our proposal for the *Mattie Kelly Outfall Project No. 25-13-PW*.

We understand the scope of work includes the construction of a new outfall system, removal and replacement of existing roadway sections and associated infrastructure, and relocation of utility lines in conflict with proposed structures. Our approach emphasizes proactive coordination, effective sequencing, and continuous quality assurance to ensure on-time delivery and minimal disruption to the surrounding community.

RBM acknowledges and understands the notional schedule. Assumptions and contingencies have been identified to mitigate risks related to weather delays, material availability, and unforeseen conflicts.

RBM brings extensive experience across disciplines integral to this project, including but not limited to:

- Road and Drainage Construction
- Site and Utility Construction
- Bridge and Pile Construction
- FDOT Certified

Our seasoned management team and skilled field personnel have successfully delivered comparable site and infrastructure improvement projects throughout Northwest Florida, consistently meeting demanding schedules and stringent quality standards. RBM has the resources, equipment, and capacity to execute all phases of the project, ensuring accountability and seamless project delivery.

We appreciate the opportunity to contribute to this vital public improvement and look forward to partnering with the City of Destin to deliver a high-quality, enduring solution for the Mattie Kelly Outfall Project.

Thank you,



Branch Mclendon, Owner

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2025

RBM CONTRACTING SERVICES, LLC
118 INDUSTRIAL PARK ROAD
FREEPORT, FLORIDA 32439

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, R&R MINOR BRIDGES, SIDEWALK, Dredging, Retaining Wall, Driving Steel Sheet Pile, Fender Systems, Fiber Wrap Bride Piers (Or Piles), Foundation Drilling, Pile Driving, Pile Jackets, Rip Rap, Rubble Rip Rap, Seawall, Noise Barrier Wall

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
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Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

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RFP NO. 25-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:

Name: RBM Contracting Services, LLC

Address: 118 Industrial Park Rd

City, State, Zip: Freeport, Florida 32439

Telephone No.: 850-622-1434

Email: jdaigle@rbmcontracting.com

Check One	
Corporation	
Partnership	
Individual	X
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   RBM Contracting Services, LLC

   The address of the principal place of business is:

   118 Industrial Park Rd, Freeport 32439

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: 09/09/2008

b. Name, address and ownership units of all partners:

Branch McClendon

118 Industrial Park Rd, Freeport 32439

Owner

c. State whether general or limited partnership: limited liability

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

17

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

FL CGC# 1518187

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

N/A

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

10. State the name of the individual who will have personal supervision of the work:

Jared Daigle

11. State the name and address of attorney, if any, for the business of the responsive bidder:

N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

15. Bank References:

Bank	Address	Telephone
CCB Community Bank	732 Baldwin Ave Suite B, Defuniak Springs, FL	850-951-0204

16. What will be your turnaround time for written responses to City inquires?

NTE 1 business day

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

N/A

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Owner

Subscribed and sworn to before me

This 30th day of October, 2025

_____
Notary Public (Signature)

NOTARY PUBLIC STATE OF FLORIDA

VICTORIA ROMSEY
Commission # HH 237974
Expires March 28, 2026

My Commission Expires: 03-28-26

END OF SECTION

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: 10/30/2025

(Signature)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 30 day of October, 2025, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

NOTARY PUBLIC STATE OF FLORIDA
VICTORIA ROMSEY
Commission # HH 237974
Expires March 28, 2026

RFP NO. 25-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: RBM Contracting Services, LLC

ADDRESS: 118 Industrial Park Rd

CITY: Freeport STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-622-1434

SIGNATURE: _____ DATE: 10/30/2025

NAME (TYPED OR PRINTED): Branch McClendon

TITLE: Owner

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as **RBM Contracting Services, LLC** Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) **Five Percent of Amount Bid** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this **30th** day of **October**, 20 **25**

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
RBM Contracting Services, LLC	**The Gray Casualty & Surety Company**
	(Seal) Surety's Name and Corporate Seal
By: _____ (L.S.)	By: _____
	James N. Congelio
	Signature (attach power of attorney)
Title: owner Branch McClendon	Title: **Attorney-In_Fact**
Attest: Director of Finance	Attest: Kari Schmorr
Signature and Title	**Kari Schmorr, Account Executive**
	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

Sterling Sacreat Partners
10/27/2025 15:50 861420030102

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** RBM Contracting Services, LLC

Project: Mattie Kelly Outfall Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Douglas L. Rieder, John W. Miller II, James N. Congelio, Brian M. Perry, Michael J. Brown, Margaret S. Meyers, and F. Anderson Philips of Atlanta, Georgia jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of October , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of October , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

RFP NO. 25-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Branch McClendon (insert name) as Owner (insert title) on behalf of RBM Contracting Services, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. RBM Contracting Services, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, RBM Contracting Services, LLC (insert entity name) does not participate in any of the following actions:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Branch McClendon
Title: Owner
Nongovernmental entity:
Date: 10/25/2025

STATE OF Florida
COUNTY OF Walton

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by Branch McClendon as Owner on behalf of RBM Contracting Services LLC, who is personally known to me or who produced _____ as identification this 30th day of October, 2025.

(Notary Seal) NOTARY PUBLIC STATE OF FLORIDA

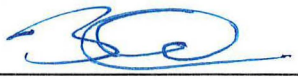
VICTORIA ROMSEY
Commission # HH 237974
Expires March 28, 2026

Notary Public

RFP NO. 25-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

RBM Contracting Services, LLC
Bidder's Company Name


Authorized Signature

Branch McClendon
Authorized Signatory (Print Name)

118 Industrial Park Rd, Freeport 32439
Address

Owner
Title

850-622-1434
Phone #

Fax #

263312611
Federal ID # or SS #

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2025

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

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

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339 License#: 70726	**CONTACT NAME:** Chayla Deitz **PHONE (A/C, No, Ext):** 813-491-1193 **FAX (A/C, No):** **E-MAIL ADDRESS:** cdietz@sspins.com
INSURED RBM Contracting Services, LLC 118 Industrial Park Rd Freeport FL 32439 RBMCONT-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Starr Specialty Insurance Company — 16109 **INSURER B :** Starr Indemnity & Liability Company — 38318 **INSURER C :** Ascot Specialty Insurance Company — 45055 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1564627653 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	1000026011251	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	1000672989251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	ESXS2510005266-01	8/13/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N [N] ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1000005249	2/1/2025	2/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equipment			ITA100065446425	2/1/2025	2/1/2026	Limit Deductible	750,000 2,500

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

The City of Destin is an additional insured with respect to General Liability, Auto Liability Umbrella. General Liability, Auto Liability and Workers Compensation contains a Waiver of Subrogation in favor of the Certificate Holder subject to the conditions of the Blanket Waiver of Transfer of Rights of Recovery Endorsement. Coverage is primary and noncontributory over other insurance. USL&H Coverage applies to the Workers Compensation Coverage.

CERTIFICATE HOLDER

The City of Destin
4200 Indian Bayou Trail
Destin FL 32541
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB NO. 25-13-PW
MATTIE KELLY OUFALL PROJECT

OCTOBER 21, 2025

To All Potential Proposers:

This addendum modifies the previously issued RFB and is hereby made a part of the proposal documents. Per the RFB, proposer shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the proposer to disqualification.

The following items shall become a part of the proposal for the above-referenced project.

The City received the following questions from a potential bidder with respect to the City's RFB NO. 25-13-PW. As per the City's standard practice, the City is furnishing the responses below to these questions.

Question: I have a Licensing question on the RFB 25-13-PW; Mattie Kelly Outfall project. Section 4.2 in the RFB document requires bidders to have a Florida State Certified License. Is this license a General Contractors License or any State Certified License, i.e. State Certified Underground Utility & Excavation Contractor(see attached license)?

Response: General Contractors License is required.

Question: What are the liquidated damages for this project?

Response: There are no liquidated damages per se for this. The project does require a performance and payment bond. Substantial completion is to be within 60 days and the contract is for 90 days.

Question: Will this project require Davis bacon?

Response: As there is no Federal funding associated with the project, Davis-Bacon does not apply.

Question: Will this project be owner paid materials?

Response: The contractor will provide all materials required for successful completion of the project.

Question: Can the City advise on the existing water line size that the directional bore will tie in to?

Response: DWU advises that the water line is 6-inches, and the sewer line is 4-inch. All pipes must be Fusible PVC (FPVC) on the new lines.

Question: Can I get a copy of any addenda that have been released to date?

Response: No addendums have been released other than this addendum.

Question: What is the estimated construction budget?

Response: The engineering cost estimate was approximately $500k.

Question: Can I get a copy of the mandatory pre-bid meeting sign in sheet and/or plan holder's list if available?

Response: Item is attached to this addendum.

Question: Regarding the Mattie Kelly Outfall Project, sheet C09 shows invert and footing slab as optional. Please clarify invert type and whether the optional footings will be installed.

Response: Yes, the footings are required as shown in the plan set, these are NOT optional. The intent of the project is to have an open bottom channel, so no invert concrete panel is required.

The bid opening date for 25-13-PW remains October 30, 2025 at 2:00 P.M. (CST)

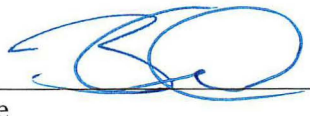
END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

Branch McClendon

Print Name



Signature

10·30·25

Date

Γ A - BID PROPOSAL FORM PRICE PROPOSAL SHEET Destin, FLRFB NO. 25-13-PW, Mattie Kelly Outfall

BIDDER NAME:	RBM Contracting Services, LLC

Item No.	Unit	Amt		Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	**Mobilization / Demobilization including City Permits**	$ 50,000.00	$ 50,000.00
1.2	LS	1	**Maintenance of Traffic**	$ 12,000.00	$ 12,000.00
1.3	EA	2	**Temporary Portable Changeable Message Sign**	$ 7,500.00	$ 15,000.00
1.4	LS	1	**Clearing and Grubbing**	$ 7,500.00	$ 7,500.00
1.5	LS	1	**Excavation & Embankment**	$ 14,250.00	$ 14,250.00
1.6	LS	1	**Pavement Demolition / Sawcut Asphalt**	$ 7,150.00	$ 7,150.00
1.7	LS	1	**Final Grassing / Stabilization**	$ 17,500.00	$ 17,500.00
2.1	SY	246	**Pavement Patch / Repair / Overlay**	$ 72.00	$ 17,712.00
2.2	SY	72	**4" Concrete Sidewalk**	$ 86.00	$ 6,192.00
2.3	LF	453	**Double Silt Fence**	$ 11.25	$ 5,096.25
2.4	EA	2	**Turbidity Curtain**	$ 1,500.00	$ 3,000.00
2.5	LS	1	**Thermoplastic Crosswalk Striping**	$ 1,250.00	$ 1,250.00
2.6	LF	260	**6" Themoplastic Lane Striping**	$ 6.00	$ 1,560.00
3.1	LS	1	**Arch Culvert System**	$ 285,000.00	$ 285,000.00
4.1	LS	1	**Cap & Grout Fill Abandoned Water & Sewer**	$ 19,000.00	$ 19,000.00
4.2	LF	182	**Water / Sewer Directional Bores**	$ 150.00	$ 27,300.00
4.3	EA	3	**Air Relief Valves**	$ 6,580.00	$ 19,740.00
4.4	LS	1	**Misc. Fittings / Connections**	$ 6,500.00	$ 6,500.00
5.1	LS	1	**Testing & Certifications**	$ 8,000.00	$ 8,000.00
5.2	LS	1	**Misc Survey / Staking**	$ 24,500.00	$ 24,500.00
				$	$
				TOTAL BASE BID:	**$ 548,250.25**

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
				TOTAL ALTERNATE BID ITEMS:	$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RBM Contracting Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
118 Industrial Park Road

Requester's name and address (optional)

6 City, state, and ZIP code
Freeport, Florida 32439

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

2	6	-	3	3	1	2	6	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/18/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCCLENDON, ROBERT BRANCH

R B M CONTRACTING SERVICES LLC
118 INDUSTRIAL PARK RD
FREEPORT FL 32439

LICENSE NUMBER: CGC1518187

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
R B M CONTRACTING SERVICES, LLC

Filing Information

Document Number	L08000085970
FEI/EIN Number	26-3312611
Date Filed	09/09/2008
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/24/2023
Event Effective Date	NONE

Principal Address

118 Industrial Park Rd
Freeport, FL 32439

Changed: 02/23/2023

Mailing Address

118 Industrial Park Rd
Freeport, FL 32439

Changed: 06/17/2020

Registered Agent Name & Address

McClendon, Robert B
118 Industrial Park Rd
Freeport, FL 32439

Name Changed: 04/29/2024

Address Changed: 02/23/2023

Authorized Person(s) Detail

Name & Address

Title MGRM

MCCLENDON, ROBERT B
118 INDUSTRIAL PARK RD
FREEPORT, FL 32439

Annual Reports

Report Year	Filed Date
2024	04/29/2024
2025	01/29/2025
2025	04/16/2025

Document Images

04/16/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
08/24/2023 -- LC Amendment	View image in PDF format
02/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
06/17/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
03/11/2015 -- ANNUAL REPORT	View image in PDF format
02/20/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- Reg. Agent Change	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
07/16/2010 -- LC Amendment	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
08/06/2009 -- ANNUAL REPORT	View image in PDF format
09/09/2008 -- Florida Limited Liability	View image in PDF format

City of Destin

PROJECT: RFB 25-13-PW Mattie Kelly Score Summary

SCORE TABLULATION SUMMARY SHEET

	C.W. Roberts	ECSC	H&T	RBM			
Lisa Firth	**25**	**19**	25	21			
Robert Tomasek	**21**	**16**	18	23			
Michael Burgess	**23**	**19**	23	24			
Jeff Cozadd	**22**	**19**	21	23			
Total Score (Max 125 Pts)	91	73	87	91	0	0	0

ITEM # 2025-1287

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 11/10/25

SUBJECT: RFB 25-16-PW, Norriego Point Harbor Restoration Project Bid Document

I. BACKGROUND: The harbor channel requires regular dredging to maintain the ability of larger vessels to navigate safely in the harbor. A bathymetric study completed in the summer of 2025 identified that the navigational channel of the harbor is very shallow in places and the dredging of that area would substantially improve the ability of vessels to navigate in that area.

The City Council added the Harbor Dredging Project to the FY26 Capital Improvement Program.

The County has agreed to partner with the city on this project. An interlocal has been prepared that provides for a 50/50 split of costs, in an amount of $800k and then City is responsible for amounts over that. City to invoice County and County to pay within 30 days.

II. DISCUSSION: Attached is the bid document for the Harbor Channel dredging.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
VI. A Green and Sustainable Environment

B. Effect on Budget (EOB):

C. Level of Service (LOS): LOS will be increased.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The Scope of work and technical data required for the bid document have just been finalized, and the bid document is complete. Staff recommend approval and advertisement.

IV. RECOMMENDED MOTION: I move that the city approve and advertise RFB 25-16-PW.

Attachments:

1. RFB 25-16-PW NORRIEGO DREDGING PROJECT 11.10.25
2. Plan Set
3. Exhibit C - Price Proposal Sheet 11.10.25

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS

RFB NO. 25-16-PW

NORRIEGO POINT HARBOR RESTORATION PROJECT

City of Destin, Florida

November 18, 2025

Larry Jones, City Manager
Phone (850) 837-4242
4200 Indian Bayou Trail
Destin, Florida 32541

REQUEST FOR BIDS
RFB NO. 25-16-PW
NORRIEGO POINT HARBOR RESTORATION PROJECT

CITY OF DESTIN, FLORIDA

The City of Destin will receive sealed competitive proposals for the maintenance dredging within the Old Pass Lagoon navigational channel and the placement of fill to replenish sand that has eroded along the south coastline of Norriego Point. The project is located in the City of Destin in the Destin Harbor.

In accordance with the FDEP Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702, this project shall include, but may not be limited to, mobilization/demobilization, setting up piping and project signages, installing turbidity curtains around the dredging limits, dredging approximately 15,785 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 41+22.18), moving dredge spoils, placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44), and bathymetric "as-built" survey of completed channel. In addition, there is an allowance for the removal of non-dredged trash/debris disposal for this project. The anticipated project completion date is February 15, 2026.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 25-16-PW in the subject line of the email.

Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT," along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. CDT, on December 23, 2025,** at which time they will be opened. No electronic bids accepted.

The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

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SUBMITTAL REQUIREMENTS CHECKLIST

Note: if any of the required documentation is not provided, the submittal will be deemed to be incomplete/non-responsive and will not be considered. Provide documentation in the following order.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-16-PW NORRIEGO POINT HARBOR RESTORATION PROJECT	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Form No. 1	Bidder Qualification Statement	☐
6	Form No. 2	Public Entity Crime Form	☐
7	Form No. 3	Drug Free Workplace Certification Form	☐
8	Form No. 4	Bid Bond Form	☐
9	Form No. 5	Anti-Human Trafficking Affidavit	☐
10	Form No. 6	Anti-Collusion Statement	☐
11	Proof of Insurance	See 4.3 Insurance Requirements	☐
12	Addenda Acknowledgement Form		☐
13	Price Proposal Sheet		☐
14	W-9		☐
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

*If any boxes are left unchecked bid is considered unresponsive.

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bids (RFB) to secure proposals from qualified contractors for dredging and placement of fill in accordance with the FDEP Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization No. 0288799-003-JC and the Army Corps of Engineers Permit SAJ-2012-00702, this project shall include, but may not be limited to, mobilization/demobilization, setting up piping and project signages, installing turbidity curtains around the dredging limits, dredging approximately 15,785 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 41+22.18), moving dredge spoils, placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44), and bathymetric "as-built" survey of completed channel. In addition, there is an allowance for the removal of non-dredged trash/debris disposal for this project. The anticipated project completion date is February 15, 2026.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until December 23, 2025, no later than 2:00 p.m. (CDT) at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**. No electronic bid accepted.

B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 23, 2025 2:00 p.m. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, Florida 32541.

D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerkclerk@cityofdestin.com. Such a request shall be received in writing by close of business December 5, 2025.

E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

F. One (1) original and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, Florida 32541.

G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.

H. Submissions shall be portrait orientation, "8-1/2 inch by 11 inch" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.

I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City

Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

K. The Bid Committee shall consist of City of Destin staff members.

L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	**November 18, 2025**
Mandatory Pre-Bid Meeting	**December 2, 2025 at City Hall**
Last day for questions to be submitted	**December 5, 2025**
Due Date/Bid Opening	**December 23, 2025**
Tentative Date - Bid Committee Evaluation	**December 30, 2025**
Tentative Date – City Council Meeting	**January 5, 2026**
Tentative Date- Execution of Contract	**January 5, 2026**
Tentative Date- Notice to Proceed	**January 6, 2026**

There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, Florida 32541 December 2, 2025 at 10:00 am. Attendance by Teams will be allowed, and a meeting link will be provided to contacts on the Plan Holder's List.

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The general description of work shall include, but may not be limited to:

A. Mobilization/demobilization

B. Setting up piping

C. Installing project signs

D. Installing turbidity curtains around the dredging limits

E. Dredging approximately 15,785 cubic yards total of material from the point of beginning (STA 0+00) to point of ending (STA 41+22.18)

F. Moving dredge spoils

G. Placement of approximately 15,785 cubic yards of dredged fill along the south shoreline of Norriego Point from the point of beginning (STA 0+00) to point of ending (STA 15+95.44)

H. Bathymetric "as-built" survey of completed channel.

In addition, there is an allowance for the removal of non-dredged trash/debris disposal for this project. The anticipated project completion date is February 28, 2026. Contractor is responsible for obtaining all necessary city permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

Final Completion Deadline is February 15, 2026. Contractor shall reach substantial completion for all work 15 days prior to final completion, or on or before January 31, 2026. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

A. The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

B. The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	Completed
Anticipated to Begin Construction	January 6, 2026
Substantial completion date	15 Days Prior to Complete Construction or on or before February 1, 2026
Complete Construction	February 15, 2026

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

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

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License http://www.co.okaloosa.fl.us/gm/licensing.

Contractor must also be registered in the City of Destin https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

A. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal

law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

B. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

C. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

4.4 Bonding Requirements

A. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

B. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

A. Contractor is required to obtain all required permits prior to the start of construction.

1. City of Destin Site & Building Permit

2. City of Destin Trade Permits (e.g., electrical, plumbing, etc.)

3. Any and all other applicable and/or required federal, state, and local permits.

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any

particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

A. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract or added work necessary to meet the performance goals of the scope of work.

B. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract and is entirely outside and independent of the scope of work and not contemplated by it.

C. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.

D. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.

E. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

A. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.

B. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

C. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

D. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

E. Access Control: Contractor will coordinate upland access with the Contractor of the Norriego Point Beach Park.

F. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

A. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.

2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.

3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.

4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

A. Damage to subject property, adjacent property or right(s)-of-way(s)

B. Defective work not remedied;

C. Claims filed or reasonable evidence indicating probable filing of claims;

D. Failure of the Contractor to make payments properly to subcontractors or for material or labor;

E. A reasonable doubt that the contract can be completed for the balance then unpaid;

F. Damage to another contractor;

G. Failure to submit required reports; or

H. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

A. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.

B. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

D. The City shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

A. Completion of the punch list.

B. Acceptance and occupancy of the project.

C. Submission and approval of final invoice.

D. Submission of all product warranties and operating manuals.

E. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

F. Provide accurate construction As-Built drawings representing final installation. Provide Bathymetric As-Built information to City of Destin Engineer for review and approval prior to final approval.

G. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as "As-Built Bathymetric Survey", in addition to both AutoCAD and PDF electronic versions on a flash drive.

H. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

I. Provide written warranties covering quality of labor and installation of all products/materials.

J. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

6.3 Criteria Descriptions

A. Price Proposal

1. Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.

2. Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?

3. Did responsive bidder provide all the requested cost information?

4. How competitive is the price proposal compared to the others received?

B. Qualifications and Experience

1. Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?

2. Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?

3. Do financial qualifications clearly demonstrate financial stability of the company?

C. Project Approach and Performance Differentiators

1. Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?

2. Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?

3. Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?

4. Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?

5. Does the contractors schedule and availability practical and meet project requirements?

D. Past Performance

1. Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

2. Basis of evaluation:

3. A pattern of successful completion of work

4. A pattern of work identical to, similar to, or related to the work the project requires.

5. Ability shown through workmanship provided on other projects.

6. Do references demonstrate the company's quality of work?

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by December 5, 2025. Questions or requests for Bid documents, plans

and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 cityclerk@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

A. Coversheet: provide a submittal cover sheet that includes **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT**, bid opening date and responsive bidder contact information.

B. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications

C. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder's:

1. commitment to perform the work,
2. understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
3. delineating features that articulate why it is the best qualified firm to perform the work (e.g., bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

D. Price Proposal Sheet

E. Completed Forms [Reference RFB Attachments]

1. Attachment No. 1 - Responsive Bidder Qualification Statement
2. Attachment No. 2 - Public Entity Crime Form
3. Attachment No. 3 - Drug Free Workplace Certification Form
4. Attachment No. 4 - Bid Bond Form
5. Attachment No. 5 - Anti-Human Trafficking Affidavit
6. Attachment No. 6 - Anti-Collusion Statement

F. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.

G. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.

H. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2025.

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **December 23, 2025, 2:00 p.m. (CDT)**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT"** and note the time and date of the opening.

Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same.

Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:
City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
cityclerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **December 23, 2025 2:00 p.m. (CDT)** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

The successful responsive bidder shall:

A. Keep and maintain public records required by the CITY to perform the service.

B. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

RFB NO. 25-16-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: _____ Partnership ☐

Address: _____ Individual ☐

City, State, Zip: _____ Other ☐

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

   e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the responsive bidder:

_____
_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

_____

_____

_____

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank **Address** **Telephone**

_____

_____

_____

_____

16. What will be your turnaround time for written responses to City inquires?

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFB NO. 25-16-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____

3. My name is _____and my relationship to the entity named above is_____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ Date: _____

(Signature)

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ ____day of_____, 202__, and is personally known to me, or has provided_____as identification.

_____

Notary Public

My Commission expires:

END OF SECTION

RFB NO. 25-16-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFB NO. 25-16-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____day of_____, 20___

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-16-PW - NORRIEGO POINT HARBOR RESTORATION PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:

   2.1 Owner accepts Bidder's bid, and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2.2 All bids are rejected by Owner, or

   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name): Surety (Print Full Name):

_____ _____

(Seal) Surety's Name and Corporate Seal

By:_____ (L.S.) By: _____

Signature (attach power of attorney)

Title:_____ Title:_____

Attest: _____ Attest: _____

Signature and Title Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFB NO. 25-16-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2025.*

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

3. More particularly, _____ (insert entity name) does not participate in any of the following actions:

    a. Using or threatening to use physical force against any person;

    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

    e. Causing or threatening to cause financial harm to any person;

    f. Enticing or luring any person by fraud or deceit; or

    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____

Notary Public

(Notary Seal)

RFB NO. 25-16-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

_____ _____
Bidder's Company Name Authorized Signature

_____ _____
Authorized Signatory (Print Name)

_____ _____
Address Title

_____ _____
Phone # Fax #

_____
Federal ID # or SS #

EXHIBITS

Exhibit A – Sample Contract

Exhibit B – Civil Design Plans

Exhibit C – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

EXHIBIT A

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB NO. 25-16-PW

NORRIEGO POINT HARBOR RESTORATION PROJECT

SAMPLE CONTRACT

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: _____

Contract/Lease Control #: _____

Procurement#: RFB 25-16-PW

Contract/Lease Type: NORRIEGO POINT HARBOR RESTORATION PROJECT

Award To/Lessee: _____

Owner/Lessor: CITY OF DESTIN

Effective Date: _____

Expiration Date: Insert Date and # of Renewals

Description of: Harbor Channel Dredge

Department: Public Works

Department Monitor: Jeff Cozadd

Monitor's Telephone #: 850-279-4228

Monitor's FAX # or E-mail: jcozadd@cityofdestin.com

Closed: _____

CC: CITY CLERK
CITY MANAGER
CITY ATTORNEY

EXHIBIT A SAMPLE CONTRACT

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND ACME CONTRACTORS FOR CONSTRUCTION SERVICES

THIS CONTRACT, made this ____ day of _____ by and between the **City of Destin, Florida**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City", and **ACME Contractors**, with an address at 123 Main St., Destin, Florida 32541 hereinafter referred to as the "Contractor,"

IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable consideration, City and Contractor do agree as follows:

SECTION 1. SCOPE OF WORK –

The Contractor shall perform the Work as defined in Request for Bids No. 25-16-PW - Norriego Point Harbor Restoration Project ("RFB 25-16-PW"), its Exhibits and amendments, if any, to the Invitation to Bid and any addenda thereto being attached hereto as **Attachment "A",** incorporated by reference herein and made a part hereof as fully as if herein set forth.

1.1 **Project**: CONTRACTOR shall perform work that consists of the project, as specified in RFB 25-16-PW. Generally, the work consists of the construction of four pickleball courts, restriping, stormwater, restroom facility and pedestrian paths, temporary gravel parking, and shade structures.

1.2 **Scope**: Specifically, the Scope of Services will include all items listed and priced in the base bid for RFB 25-16-PW, its Exhibits and addenda, and all terms and conditions listed therein (**Attachment "A"**). At its option, the City may choose to approve all or none of the alternatives described by the Contractor in its bid for RFB 25-16-PW.

1.3 Terms & Conditions: **THE COMPLETE TERMS AND CONDITIONS STATED, REGARDLESS OF WHICH DOCUMENT LISTED IN RFB 25-16-PW, ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT.**

1.4 **Pricing**: Unless otherwise specified herein, the Contractor is to furnish all tools, equipment, labor and consumables to complete the Work at the unit prices stated in **Attachment "C."**

1.5 **Work Site Conditions**: The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an area or waste site as designated by the City. If the Contractor fails to clean up the work site after 24 hours' notice by the City, the City may complete the clean-up and charge the Contractor for the costs of such clean up.

SECTION 2. PLACE OF WORK

Contractor's work will be rendered within the City of Destin, Okaloosa County, Florida.

SECTION 3. SCHEDULE/TERM –

The Contract Work Schedule/Term is as stated below:

3.1 **Contractor shall order product and materials no later than 30 days of issuance of the date of City's Notice to Proceed,** and Contractor shall proceed with all work in accordance with this Contract, as per Contract Attachments A, B and C. Proof of supplier/manufacture's order acceptance shall be promptly forwarded to the City.

All Work shall be substantially completed within 45 days of the date of City's Notice to Proceed.

3.2 Contractor shall maintain contact with product supplier/manufacturer, obtaining updates on a regular basis, and shall immediately notify the City of manufacturer delays or transit delays.

3.3 Though lead times may be long, Contractor confirms that product is on hand, and if not available at time of construction, will have alternate solutions to maintain the project deadlines.

3.3.1 Contractor and City shall continue to make adjustments in work scheduling, and where unavoidable, request in writing for an extension of the Contract's performance time.

3.3.2 Any installation of replacements or additional work required by alternate solutions will be done at no cost to the City, and final completion will be as new product specified in the RFB.

3.4 Product warranties begin at date of Substantial Completion, as defined by mutual agreement at the pre-construction meeting.

SECTION 4. PROJECT COORDINATION & SCHEDULING

4.1 During the course of work, the Contractor shall be responsible for keeping the City informed of the proposed work schedule. This includes any scheduled work that could impede the public or traffic at the worksite. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.

4.2 The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification to the City is required. The City reserves the right to deny the request without penalty.

SECTION 5. COMPENSATION PLAN

The Contractor agrees to provide the services and equipment as negotiated on **Attachment C** to the City at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Attachment B**, incorporated by reference herein and made a part hereof as fully as if herein set forth.

The City shall pay the Contractor for the performance of this Contract in an amount not to exceed

$0.00 which includes reimbursement for:

5.1 $ for Mobilization/Demobilization

5.2 $ for Bond and Insurance

5.3 $ for Temporary Portable Changeable Message Signs

5.4 $ for Post Bathymetric Surveys

5.5 $ for Dredging

5.6 $ for Fill Placement

5.7 $ for Turbidity Curtains

5.9 $ for Trash/Debris Disposal Allowance

5.10 $ for Alternate items

Any additional work performed under this Contract shall be through the Issuance of a Contract Amendment and change order of the City Purchase order(s).``

SECTION 6. PAYMENT

6.1 The City shall pay the Contractor the contract price(s) at the successful completion of the work**.**

6.2 The City will make progress payments on a monthly basis as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract and as approved by the City Manager or his designee.

6.3 Partial payments under the Contract shall be made at the request with an Application and Certification for Payment (AIA Document G702) by the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and City and shall be furnished to and approved by the City prior to transmittal to the City payment.

6.4 All invoices received by the City are payable within thirty (30) days from receipt, (unless prompt payment discount is offered), provided they have first been approved by the City, and the City has accepted the invoiced work.

6.5 The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor.

6.6 Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.

6.7 Retainage. City shall withhold from each payment of the contract price a sum ("retainage") equal to ten percent (10%) of the invoice. Purchases of materials are excluded from retainage calculations. Fifty percent (50%) of the accumulated retainage shall be released by City to Contractor upon the City's acceptance of one-

half (50%) of the total Work to be performed pursuant to this Contract. After the City has accepted that 50% of the Work is completed, retainage shall be reduced to five percent (5%) of the invoice. Upon the City's acceptance of all remaining Work (including the final punchlist), the entirety of the remainder of the retainage shall be released by City to Contractor.

6.8 All invoices shall be directed to: accountspayable@cityofdestin.com

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

SECTION 7. TERMS & CONDITIONS

7.1 Independent Contractor Status; Indemnity: At all times the Contractor is an independent contractor and agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute768.28 as amended from time to time.

7.2 Subcontractors:

7.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The City will promptly reply to the Contractor in writing stating whether or not the City, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City to reply promptly shall constitute notice of no reasonable objection.

7.2.1.1 Should no objection be made the City within five (5) business days, the person or entity selected by the Contractor shall be deemed acceptable. The Contractor shall be entitled to consideration of an EOT (Extension of Time) for the process or delay incurred due to replacing the person or entity that was objected to by the City.

7.2.2 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. If the City has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference,

if any, occasioned by such change and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

7.2.3 The Contractor shall not change a Subcontractor, person or entity previously selected without prior approval from the City.

7.2.4 Contractor shall be fully liable and responsible to the City for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, to the same degree and extent as he is liable and responsible for the acts and omissions of his own employees and other persons directly employed by him.

7.3 Time is of the Essence

7.3.1 The parties agree that time is of the essence in the completion of the Work called for in the delivery of services of the character and quality specified in the bid document and that Contractor will conduct all work diligently and as specified by the City.

7.3.2 The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

7.3.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods here in specified at the City's sole discretion for good cause shown.

7.3.3.1 Depending on the specific facts, reasonable cause for a permissible EOT (Extension of Time) may include: Weather Delays, Material Lead Times affect by Force Majeure, Delays by Design Team responses, Delays by City responses, Schedule Impact associated with any approved Change Order, or other items that may be qualified as Excusable Delays. See Section 7.5 for details.

7.4 Liquidated Damages:

7.4.1 In the event these specified supplies, services, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of

$300 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

7.4.2 The above amounts per calendar day are fixed and agreed upon by and between the Contractor and City, because of impracticability and difficulty in ascertaining actual damages City would sustain, and said amounts are agreed to as adequate coverage of damages which City would sustain by reason of inconvenience, loss of use of monies, or other additional costs.

7.4.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods herein specified at the City's sole discretion for good cause shown.

7.4.4 In the event that the City should choose to permit the Contractor to continue the work after expiration of the contract time, or as such contract time may be extended, such will not operate as a waiver by the City of its rights to recover liquidated damages. In the event that the City terminates the employment of the Contractor under the contract, the City shall retain the right to assess, collect, and recover liquidated damages from the Contractor and/or the Surety until the work under the contract is satisfactorily completed. The amount of liquidated damages will be deducted from the remaining balance of funds due the Contractor under the contract. In the event that liquidated damages which accrue prior to completion of the work under the contract should exceed the remaining balance of funds due the Contractor under the contract, the Contractor shall forfeit any rights to claim additional payments under the contract and both the Contractor, and his Surety shall be liable for accrued liquidated damages in excess of the contract balance.

7.4.5 **Delays**: **If the Contractor wishes to make a request to increase the Contract Performance Time, a written notice shall be given within seven (7) calendar days from the probable cause of delay on progress of the Work.**

7.4.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within seven (7) calendar days of the adverse weather.

7.4.7 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the City Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

7.5 Changes in Scope of Work: The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract and shall be executed under the applicable conditions of the Contract.

7.5.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of this Contract or added work necessary to meet the performance goals of the scope of work.

7.5.2 "Extra work" shall be defined as work not required under the scope of work of this Contract, is something done or furnished beyond the requirements of the Contract and is entirely outside and independent of the scope of work and not contemplated by it.

7.5.3 "Change Order" shall be defined as a written instrument prepared by and signed by the City and Contractor, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the Contract price, and the adjustment, if any, to the Contract's completion time.

7.5.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Contractor and authorized by the City as a Change Order.

7.6.5 The City Manager may request and approve change orders to the Contract consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed amounts specified in the City's Purchasing Manual and Policy.

7.6.6 A change order exceeding the City Manager's authority must be approved by the City Council..

7.6.7 All change orders shall be considered a written addendum to the Contract.

7.6.8 Contractor is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

7.6.9 No claim for extra work will be considered valid by the City unless first submitted in writing.

7.6 Correction of Work - The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

7.6.1 Promptly shall be defined as reasonable with consideration to sequence of work. Contractor will track such requests by the City on a Corrective Actions Log or Punchlist to be corrected in sequence with the flow of work that is conducive to maintain the project schedule and predictive workflow.

7.7 Final Inspection

7.7.1 Upon notice from the Contractor that work is completed in accordance with the specifications, the City shall make a final inspection of the Work. The Contractor will be notified of all instances where his Work fails to comply with the specifications.

7.7.1.1 The City shall conduct final inspection within a reasonable amount of time relative to the schedule set forth by the Contractor. This shall include any inspection by Architect or Consultants for the City.

7.7.2 A delay in conducting the inspection within a reasonable amount of time after request is made by the Contractor shall constitute a delay by the City and qualify for consideration for an EOT (Extension of Time) if submitted in writing by the Contractor. The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or a City representative.

7.7.2.1 The term immediately shall be defined as reasonably within the Project Schedule set forth by the Contractor and accepted by the City for the close out process and punchlist activities whether prior or post Certificate of Occupancy is applied for or achieved.

7.7.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

7.8 Acceptance - The City will be deemed to have accepted the Work after the City notifies the Contractor of its satisfaction that the Work is completed.

In the event the Work completed under this Contract does not conform to the specifications, the City reserves the right to cancel the Contract upon written notice to the Contractor.

7.9 Termination for Convenience

The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Contractor for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Contractor for

unfinished goods, which are specifically manufactured for the City and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

7.9.1 Contractor's associated costs of procuring those reimbursable goods and/or services are considered part of the amount incurred.

7.10 Termination For Default: The City may terminate all or any part of this contract, by giving Notice of Default to the Contractor, if the Contractor:

7.10.1 refuses or fails to deliver the goods or services within the time specified,

7.10.2 fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performance hereunder,

7.10.3 becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors,

7.10.4 fails to supply enough skilled workers or properly operating equipment, to perform the work required under the contract in a timely and proper fashion and to assure prompt completion of the work,

7.10.5 fails to make prompt payment to subcontractors, or payments for or labor;

7.10.6 Persistently disregards law, ordinances or the instructions of the City, or otherwise violates any provision of the contract or contract documents;

7.10.7 Performs the work unsuitably or neglects or refuses to repair work that has been rejected by the City;

7.10.8 Fails to resume work which has been discontinued within a reasonable time after being furnished notification to do so; OR

7.10.9 Fails to secure, replace, and/or maintain the insurance required in this RFB.

In the event of termination for default, the City's liability will be limited to the payment for services delivered and accepted as of the date of termination.

7.12. Indemnification and Insurance

7.12.1 Indemnification

The Contractor hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any

way connected with the performance of this Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Contract between the parties.

7.12.2 **Insurance**

Contractor shall provide evidence of insurance coverage which is equal or exceeds the minimum standards for this project, listed here, prior to commencing work. Such insurance shall remain in effect for the entire term of the Contract.

During the project, should Contractor fail to provide acceptable evidence of current insurance within seven (7) days before the expiration date of an insurance policy, the City shall have the right to terminate the Contract.

All insurance coverages shall be written by a company licensed to do business in the State of Florida and shall have an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract for the following amounts:

a. **Workers Compensation:**

Coverage A	In conformity with Florida Statues.
Coverage B	$500,000/$500,000/$500,000

b. **Commercial General Liability:**

Each occurrence for:

Bodily Injury/Property Damage	$1,000,000
Personal and Advertising Injury	$1,000,000
Products/Completed Operations	$1,000,000
General Aggregate for:	$2,000,000
Fire Legal Liability	$100,000
Medical Payments	$10,000
Contractual Liability where applicable	

c. Business Automobile Liability

Combined Single Limit	$1,000,000

This coverage shall include the following provisions:

d. The City of Destin shall be an additional insured

e. The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

f. Umbrella Liability:

In lieu of providing insurance at the limits required for GL and Auto, Contractors may fulfill the requirements of this section by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Section 3.16 of the bid document.

g. Builders Risk Insurance

- Contractor shall purchase and keep in effect builders "all-risk" extended coverage (including flood and wind storm damage) on a non-reporting completed value with special cause of loss form in an amount based upon complete replacement value of improvements.

- The City of Destin shall be named as additional insured on the policy and the City explicitly reserves the right to review said policy upon request.

- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice.

7.13 **Bond Requirements** - Performance Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required. Warranty Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bonds, Performance Bond and Warranty Bond shall accompany the contract within 15 days, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date. Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City in the City's discretion.

7.14 Safety Measures - The Contractor shall take all necessary precautions for the safety of the City's and Contractor's workers on all Work sites and shall erect and properly maintain at all times all necessary safeguards for the protection of the Workers and public. The Contractor shall post signs warning against hazards in and around the Work site.

7.15 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Contractor shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for the same.

7.16 Protection of Resident Workers - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

7.17.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

7.17.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

7.17.3 The City reserves the right to request documentation showing compliance with this requirement.

7.17 Federal E-Verify Compliance - In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Contractor hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

7.18 Right to Audit Records - The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

7.19 PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
850-837-4242
cityclerk@cityofdestin.com

7.19.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

7.19.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

7.19.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.

7.19.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

7.19.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

7.19.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

7.20 Familiarity With The Work: The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

7.21 Title and Risk of Loss - The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

7.22 Licenses - The Contractor is responsible for obtaining any necessary state contractor's licenses, and the Contractor must be duly licensed in accordance with the State of Florida's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with this contract. Required licenses shall be maintained and valid throughout the term of this contract.

7.23 Permits - The Contractor is responsible for procuring all work permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.

7.24 Federal Terms – N/A.

SECTION 8. OTHER PROVISIONS

8.1 Florida Law Applies & Venue: The parties acknowledge and agree that this contract shall be governed by and construed pursuant to the laws of the State of Florida and that the venue for any action related to this contract lies solely within the state courts of Okaloosa County, Florida.

8.2 Sovereign Immunity: Nothing contained herein is intended nor shall it be construed to waive the City's sovereign rights and immunities under the common law or Florida Statute 769.28 as amended from time to time.

8.3 No Waiver: No failure of either party to exercise any right or power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.

8.4 Conflicts of Interest: The Contractor acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Contract. The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.

As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

8.5 Assignment - The Contractor may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

8.6 Non-Exclusivity - This Contract is considered a non-exclusive Contract between the parties.

8.7 Modifications - No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City

Manager or his designee.

8.8 Conflicts, Severability

The provisions of this Contract are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of the Contract. If there is a conflict in the terms or provisions of this Contract and any of the referenced documents, the following shall be the order of precedence from most controlling document to least controlling document: a) this Contract; b) the Request for Bids; and c) Contractor's Bid. If there is a conflict in the terms or provisions, all non-conflicting portions of the terms or provisions of the less controlling documents shall remain enforceable.

8.9 Entire Agreement: This Contract supersedes all other understandings and agreements between the parties and constitutes the sole and entire agreement between Contractor and City. Oral representations not set forth herein cannot be relied upon and are not binding on either Contractor or City. This Contract may not be modified except in writing signed by all parties hereto. Notwithstanding the following, any provision, right or obligation found in RFB 23-004 shall be binding on the parties to the extent that such provision, right or obligation is not specifically contradicted in this Contract.

8.10 Executed on the _____ day of _____ 2025.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

_____

Larry Jones

Its: City Manager

_____

Date

Attest to Signature:

_____

Rey Bailey

City Clerk

SEAL

_____

Approved as to Legal Form for the
City of Destin, only:

_____

Kimberly Romano Kopp
City Attorney

CONTRACTOR:

_____

By: _____

Its: _____

_____

Date

Witness to Signature:

_____

Print Name: _____

_____

Print Name: _____

ATTACHMENT "A"

RFB No. 25-16-PW

ATTACHMENT "B"

RFB 25-16-PW

CONTRACTOR BID

DATED December 23, 2025

ATTACHMENT "C"

RFB 25-16-PW

PRICE PROPOSAL PAGE

RFB NO. 25-16-PW
EXHIBITS A-C

EXHIBIT B

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 25-16-PW

NORRIEGO POINT HARBOR RESTORATION PROJECT

PLAN SET

EXHIBIT C

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 25-16-PW

NORRIEGO POINT HARBOR RESTORATION PROJECT

PRICE PROPOSAL SHEET

PERMIT SET

NORRIEGO POINT HARBOR RESTORATION

FOR

THE CITY OF DESTIN
OKALOOSA COUNTY, FLORIDA

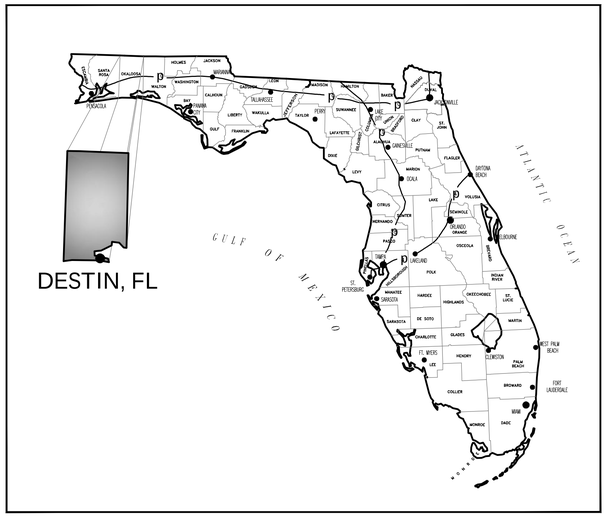
No.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

CERTIFICATE OF AUTHORIZATION No.: 31422
BRYAN OSBORN, P.E. No.: 79822

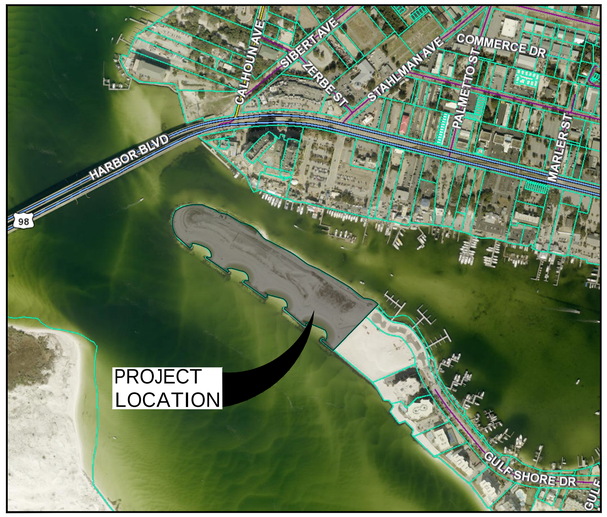
THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS INDICATED BY (*) IN ACCORDANCE WITH RULE 61G15-23.005, F.A.C.

DESTIN CITY COUNCIL

BOBBY WAGNER - MAYOR
DEWEY DESTIN - COUNCILMAN
JIM BAGBY - COUNCILMAN
RODNEY BRADEN - COUNCILMAN
TOREY GEILE - COUNCILMAN
TERESA HEBERT - COUNCILWOMAN
KEVIN SCHMIDT - COUNCILMAN
SANDY TRAMMELL - COUNCILWOMAN



VICINITY MAP



LOCATION MAP

INDEX OF SHEETS

(*) CE0.0 COVER SHEET (THIS SHEET)
CE0.1 TOPOGRAPHIC & BATHYMETRIC SURVEY
(*) CE0.2 GENERAL NOTES
(*) CE1.0 EXISTING CONDITIONS
(*) CE1.1 DREDGE PLAN
(*) CE1.2 FILL PLAN
(*) CE1.3 DREDGE SECTIONS
(*) CE1.4 DREDGE SECTIONS
(*) CE1.5 DREDGE SECTIONS
(*) CE1.6 DREDGE SECTIONS
(*) CE1.7 FILL SECTIONS
(*) CE1.8 FILL SECTIONS
(*) CE1.9 EROSION CONTROL DETAILS

QUALITY CONTROL CHECKS	DATE COMP.	PERSON COMP.	DATE CHANGES MADE	DRAFTSMAN
GENERAL NOTES REVIEW				
PROJECT CHECKLIST REVIEW (PRIOR TO OWNER REVIEW)				
SUBITTED TO OWNER				
PERMITTING COMMENTS				
OVERAL DESIGN TEAM/PM REVIEW				
BID ADVERTISEMENT				
CONFORMED DRAWING REVIEW				

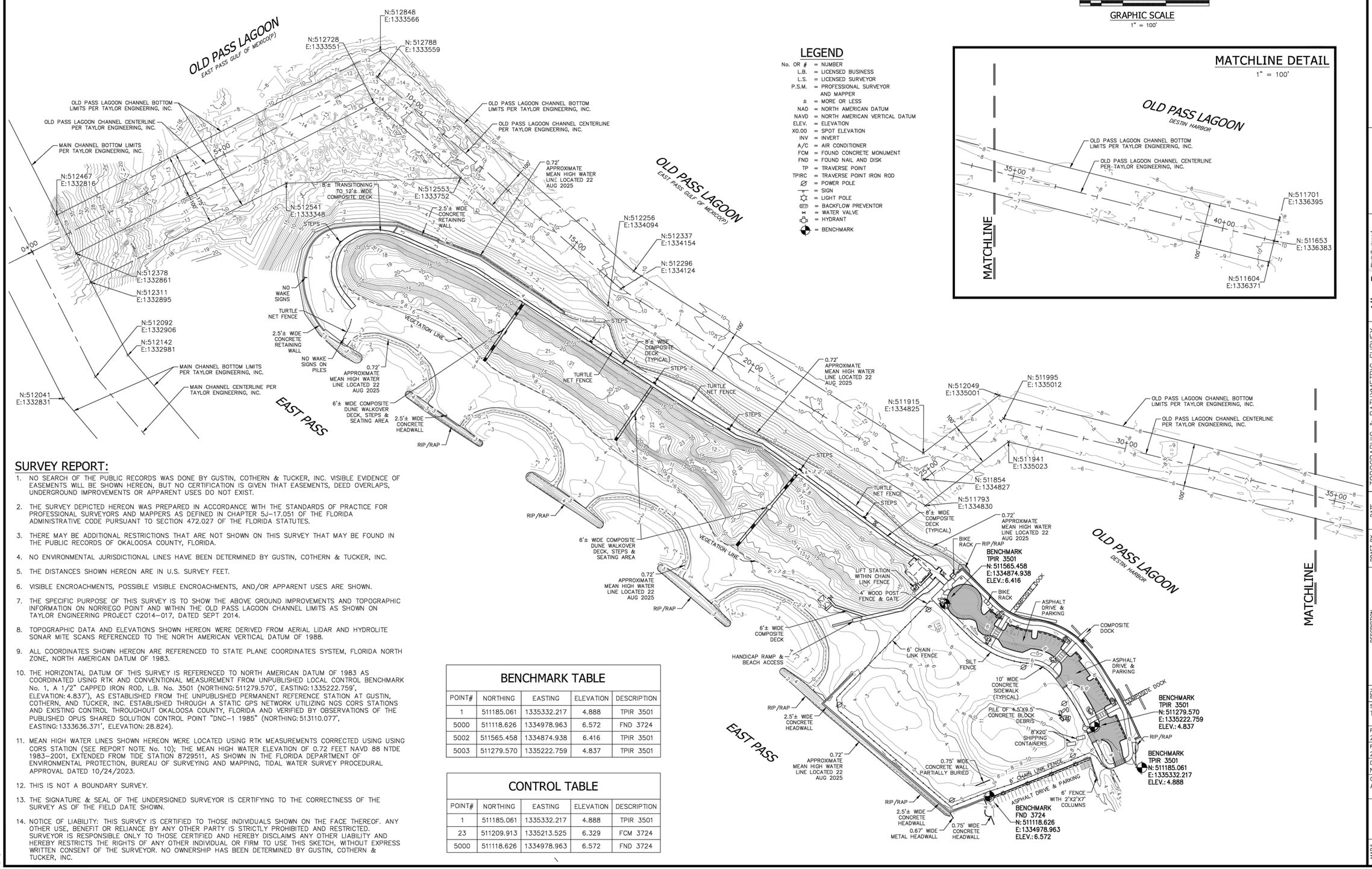
DATE: November 18, 2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENTS.

EAST PASS & DESTIN HARBOR MAINTENANCE DREDGING

TOPOGRAPHIC & BATHYMETRIC SURVEY



LEGEND

No. OR #	= NUMBER
L.B.	= LICENSED BUSINESS
L.S.	= LICENSED SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
±	= MORE OR LESS
NAD	= NORTH AMERICAN DATUM
NAVD	= NORTH AMERICAN VERTICAL DATUM
ELEV.	= ELEVATION
X0.00	= SPOT ELEVATION
INV	= INVERT
A/C	= AIR CONDITIONER
FCM	= FOUND CONCRETE MONUMENT
FND	= FOUND NAIL AND DISK
TP	= TRAVERSE POINT
TPIRC	= TRAVERSE POINT IRON ROD
	= POWER POLE
	= SIGN
	= LIGHT POLE
	= BACKFLOW PREVENTOR
	= WATER VALVE
	= HYDRANT
	= BENCHMARK

NORTH

100 50 0 100 200

GRAPHIC SCALE
1" = 100'

MATCHLINE DETAIL
1" = 100'

SURVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
4. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
5. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
6. VISIBLE ENCROACHMENTS, POSSIBLE VISIBLE ENCROACHMENTS, AND/OR APPARENT USES ARE SHOWN.
7. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE ABOVE GROUND IMPROVEMENTS AND TOPOGRAPHIC INFORMATION ON NORRIEGO POINT AND WITHIN THE OLD PASS LAGOON CHANNEL LIMITS AS SHOWN ON TAYLOR ENGINEERING PROJECT C2014-017, DATED SEPT 2014.
8. TOPOGRAPHIC DATA AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM AERIAL LIDAR AND HYDROLITE SONAR MITE SCANS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
9. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO STATE PLANE COORDINATES SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
10. THE HORIZONTAL DATUM OF THIS SURVEY IS REFERENCED TO NORTH AMERICAN DATUM OF 1983 AS COORDINATED USING RTK AND CONVENTIONAL MEASUREMENT FROM UNPUBLISHED LOCAL CONTROL BENCHMARK No. 1, A 1/2" CAPPED IRON ROD, L.B. No. 3501 (NORTHING: 511279.570', EASTING: 1335222.759', ELEVATION: 4.837'), AS ESTABLISHED FROM THE UNPUBLISHED PERMANENT REFERENCE STATION AT GUSTIN, COTHERN, AND TUCKER, INC. ESTABLISHED THROUGH A STATIC GPS NETWORK UTILIZING NGS CORS STATIONS AND EXISTING CONTROL THROUGHOUT OKALOOSA COUNTY, FLORIDA AND VERIFIED BY OBSERVATIONS OF THE PUBLISHED OPUS SHARED SOLUTION CONTROL POINT "DNC-1 1985" (NORTHING: 513110.077', EASTING: 1333636.371', ELEVATION: 28.824).
11. MEAN HIGH WATER LINES SHOWN HEREON WERE LOCATED USING RTK MEASUREMENTS CORRECTED USING USING CORS STATION (SEE REPORT NOTE No. 10); THE MEAN HIGH WATER ELEVATION OF 0.72 FEET NAVD 88 NTDE 1983-2001, EXTENDED FROM TIDE STATION 8729511, AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 10/24/2023.
12. THIS IS NOT A BOUNDARY SURVEY.
13. THE SIGNATURE & SEAL OF THE UNDERSIGNED SURVEYOR IS CERTIFYING TO THE CORRECTNESS OF THE SURVEY AS OF THE FIELD DATE SHOWN.
14. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SKETCH, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR. NO OWNERSHIP HAS BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.

BENCHMARK TABLE

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	511185.061	1335332.217	4.888	TPIR 3501
5000	511118.626	1334978.963	6.572	FND 3724
5002	511565.458	1334874.938	6.416	TPIR 3501
5003	511279.570	1335222.759	4.837	TPIR 3501

CONTROL TABLE

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	511185.061	1335332.217	4.888	TPIR 3501
23	511209.913	1335213.525	6.329	FCM 3724
5000	511118.626	1334978.963	6.572	FND 3724

Gustin, Cothern & Tucker, Inc.
GC T LAND SURVEYING & MAPPING
Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LiDAR
121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460
www.gctsurveying.com L.B. No. 3501

Allen E Tucker — Digitally signed by Allen E Tucker Date: 2025.09.18 13:44:56 -05'00'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALLEN E. TUCKER, P.S.M. No.4584

ALLEN E. TUCKER, P.S.M. No.4584
VAN
DOUGLAS A. VANDEN HEUVEL, P.S.M. No.4585

DATE 17 SEP 2025

© G.C.T., INC. 2025

TOPOGRAPHIC & BATHYMETRIC SURVEY
EAST PASS & DESTIN HARBOR MAINTENANCE DREDGING

SITUATED IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

PARCEL ID: N/A

REV	DESCRIPTION	DRAFT BY	DATE
A	INITIAL RELEASE	B. WISE	9/17/2025

SURVEY TYPE: TOPOGRAPHIC

FIELD DATE: 27 AUG 2025

FIELD BOOK: 25-10, PP. 66-67 (ZG)

DATUM: (HORIZONTAL/VERTICAL) NAD 88 NAVD 83

CLIENT: ANCHOR CEI, INC

SHEET 01 OF 1

PROJECT 250254

ORDER# 250254.01

MAP# 250254.01-01 REV A

9/18/2025 9:14 AM BWISE

DEFINITIONS

1. U.N.O.: UNLESS NOTED OTHERWISE

ESTIMATED QUANTITIES

1. DREDGING: 15,785 CUBIC YARDS (INCLUDES ALLOWABLE OVERDREDGING)
   BASE BID: 13,019 CUBIC YARDS
   ALTERNATE BID: 2,766 CUBIC YARDS

GENERAL NOTES

1. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "DESTIN, FLORIDA, WEST BAY TO SANTA ROSA SOUND. EAST PASS PROPOSED DREDGING AND DISPOSAL LOCATION." SHEET 2 OF 13, DATED JULY 2008. (FDEP MAINTENANCE DREDGING PERMIT #0288799-001-JC). FEDERAL NAVIGATION CHANNEL MARKERS DERIVED FROM FILE "ENTRANCE CHANNEL STA 43+00 TO STA 95+00 CONDITION SURVEY" DATED SEPT. 2012.
2. THE CONTRACTOR SHALL PLACE BARRICADES AND SIGNS INDICATING THE AREAS AND LIMITS OF CONSTRUCTION.
3. THE CONTRACTOR SHALL COORDINATE WORK HOURS WITH OWNER TO MEET PROJECT SCHEDULE REQUIREMENTS.
4. VOLUME OF MATERIAL SHALL BE DETERMINED FROM PRE-DREDGING AND POST-DREDGING SURVEY. THE OWNER PLANS TO UTILIZE THE AUGUST 2025 SURVEY SHOWN ON THE DRAWINGS AS THE PRE-DREDGE SURVEY. IF THE CONTRACTOR DESIRES AND MORE RECENT PRE-DREDGE SURVEY OR DESIRES PARTIAL PAYMENT SURVEYS, THE CONTRACTOR SHALL PROVIDE SIGNED AND SEALED SURVEYS BY A REGISTERED FLORIDA PROFESSIONAL LAND SURVEYOR AND SUBMIT THE SURVEYS TO THE ENGINEER FOR APPROVAL. SUBMITTED SURVEYS SHALL CONSIST OF TRANSECTS TAKEN AT NO LESS THAN 100 FT INTERVALS AND SHALL BE SUBMITTED IN PDF FORMAT AND DIGITAL AUTOCAD FORMAT. THE CONTRACTOR WILL PROVIDE THE BATHYMETRIC SURVEY.
5. THE CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS AND SHALL KEEP A RECORD OF ALL DEVIATIONS FROM THE ORIGINAL DRAWINGS MARKED IN RED PENCIL OR PEN. THE RECORD DRAWINGS SHALL BE KEPT ONSITE AND SHALL BE AVAILABLE FOR INSPECTION BY THE ENGINEER.
6. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE WORK FOR INSPECTION BY THE ENGINEER, REGULATORY AGENCIES, AND OWNER.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE ENGINEER AS NECESSARY FOR CONSTRUCTION INSPECTION, OBSERVATION, AND AS-BUILT CERTIFICATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT APPROPRIATE AND APPROVED TIMES DURING THE COURSE OF THE WORK THAT THE CONTRACTOR IS READY FOR INSPECTION. WORK THAT IS ASSEMBLED OR COVERED SO THAT THE ENGINEER CANNOT INSPECT THE WORK PROPERLY SHALL BE DISASSEMBLED, UNCOVERED, OR DESTROYED AS NECESSARY FOR INSPECTION. THE COSTS OF REPAIR OR RESTORATION OF THIS WORK SHALL BE BORNE SOLELY BY THE CONTRACTOR.
8. THE CONTRACTOR SHALL PROVIDE PERSONNEL AND EQUIPMENT NECESSARY FOR THE ENGINEER TO INSPECT AND INQUIRE ABOUT THE WORK. THIS MAY INCLUDE PROJECT MANAGERS, SUPERINTENDENTS, FOREMAN, LABORERS, LADDERS, HARD HATS, LIFTS, SCAFFOLDING, MEASURING DEVICES, SURVEY EQUIPMENT, WATERCRAFT, ETC.
9. THE CONTRACTOR SHALL WARRANTY THE WORK FOR A MINIMUM OF ONE YEAR UNLESS CLEARLY DEFINED OTHERWISE IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE MATERIALS AND WORK AT NO COSTS TO THE OWNER WITHIN THE STATED WARRANTY PERIOD.
10. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFICATIONS AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT FACILITIES, STRUCTURES, AND PROPERTY CAUSED BY HIS ACTIVITIES DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL RESTORE ALL SUCH DAMAGES TO THEIR PRE-CONSTRUCTION CONDITION AT NO COSTS TO THE OWNER.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHORING AND DEWATERING OF ALL OPEN EXCAVATIONS. SHORING AND TRENCHING SHALL COMPLY WITH OSHA STANDARDS AND THE FLORIDA TRENCH SAFETY ACT.
13. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND TURBIDITY CONTROL MEASURES AS NECESSARY TO COMPLY WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. ADDITIONAL EROSION AND TURBIDITY CONTROL MEASURES MAY BE REQUIRED BY PERMIT AUTHORITIES OR THE OWNER FOLLOWING TURBIDITY VIOLATIONS OR SITE EROSION RESULTING FROM THE CONTRACTORS ACTIVITIES. ANY ADDITIONAL EROSION CONTROL OR TURBIDITY MEASURES SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COSTS TO THE OWNER.
14. DRAINAGE SHALL BE CONTROLLED ONSITE. DRAINAGE NOT PREVIOUSLY DISCHARGED OFFSITE SHALL NOT BE DISCHARGED TO ADJACENT PROPERTIES DURING THE COURSE OF THE WORK.
15. ONSITE SOILS SHALL NOT BE ALLOWED TO ERODE OR OTHERWISE MOVE TO ADJACENT PROPERTIES.
16. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
17. CONTRACTOR, AS PART OF THE BASE BID, SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES WITHIN THE PROJECT AREA WITHIN THE 30 DAYS OF PROJECT AWARD. CONTRACTOR SHALL REVIEW THE PLANS AND SHALL NOTE ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
18. CONTRACTORS, AS PART OF THE BASE BID, SHALL PROVIDE ALL COORDINATION WITH UTILITY PROVIDERS TO PROVIDE FOR THE MATERIALS AND WORK NEEDED TO PROVIDE SERVICES TO THE PROJECT.
19. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ALL DEMOLITION OF ABOVE GROUND AND UNDERGROUND IMPROVEMENTS IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS NOTED ON THE PLANS. UNLESS APPROVED IN WRITING FROM THE OWNER, ALL MATERIALS SHALL BE REMOVED FROM THE SITE AS PART OF THE BASE BID.
20. CONTRACTOR AND HIS SURVEYOR SHALL NOTE THE PROJECT BENCHMARK INFORMATION PROVIDED IN THE PLANS AND VERIFY PRIOR TO CONSTRUCTION.
21. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
22. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
23. BASE SURVEY INFORMATION INCLUDING BUT NOT LIMITED TO ELEVATIONS, EASEMENTS, RIGHTS OF WAY, AND OTHER TOPOGRAPHIC INFORMATION HAS BEEN PREPARED BY OTHER PROFESSIONALS. ANCHOR CEI, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION.
24. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS, WHICH CONTAIN THE NAME, ADDRESS, AND LOGO OF THE PROFESSIONAL. ANCHOR CEI, INC. IS NOT RESPONSIBLE FOR DRAWINGS PREPARED BY OTHER PROFESSIONALS.
25. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.
27. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER, APPROVED IN WRITING, AND COMPLYING WITH THE LATEST EDITION OF THE "RECOMMENDED REQUIREMENTS FOR INDEPENDENT LABORATORY QUALIFICATION", PUBLISHED BY THE AMERICAN COUNCIL OF INDEPENDENT LABORATORIES.
28. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.
29. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
30. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
31. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION.

PERMITS AND PERMIT CONDITIONS

1. THE CONTRACTOR SHALL ENSURE THAT ALL PROPOSED CONSTRUCTION ACTIVITIES ARE IN STRICT COMPLIANCE WITH PERMIT CONDITIONS (INCLUDING PERMIT CONDITIONS IN THE PERMITS PROVIDED BY THE OWNER). ANY AND ALL FINES OR PENALTIES ISSUED BY PERMIT AUTHORITIES SHALL BE PAID BY THE CONTRACTOR.

DREDGING

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES, AND MATERIALS, NECESSARY TO HYDRAULICALLY DREDGE THE DESTIN HARBOR (OLD PASS LAGOON) NAVIGATION CHANNEL AS INDICATED IN THE ATTACHED DRAWINGS AND TRANSFER ALL EXCAVATED MATERIAL FROM THE DREDGING SITE TO FILL AREAS ON NORREIGO POINT. PERMANENT AND TEMPORARY IMPACTS TO THE SUBMERGED NATURAL RESOURCES ARE NOT AUTHORIZED.
2. ALL AREAS TO BE DREDGED SHALL BE IN ACCORDANCE WITH THE ATTACHED CONSTRUCTION DRAWINGS AND SHALL NOT EXCEED THE SPECIFIC AREAS AND DEPTHS INDICATED ON THOSE DRAWINGS. THE CONTRACTOR IS NOT AUTHORIZED TO DREDGE OUTSIDE OF THE AREA DEPICTED. FAILURE TO COMPLY WITH THIS CONDITION AND ALL OTHER PERMIT CONDITIONS COULD RESULT IN ENFORCEMENT ACTION.
3. THE CONTRACTOR IS PERMITTED TO OVER-DREDGE UP TO 2.0 FT BELOW THE PROPOSED BOTTOM SURFACE; HOWEVER, NO DREDGING SHALL OCCUR BEYOND THE MAXIMUM DREDGE DEPTHS OR LIMITS (HORIZONTAL AND VERTICAL) AS SHOWN ON THE PROJECT DRAWINGS.
4. PAYMENT WILL BE MADE FOR UP TO 2 FT OF OVER-DREDGING. NO PAYMENT SHALL BE MADE FOR ANY OVERDREDGING GREATER THAN 2 FT. PAYMENT FOR DREDGING SHALL BE BASED ON THE VOLUME OF MATERIAL REMOVED FROM THE SPECIFIED CHANNEL AND SIDESLOPES AS SHOWN ON THE CONSTRUCTION DRAWINGS.
5. DREDGING EQUIPMENT SHALL BE CAPABLE OF DREDGING ACCURATELY WITHOUT OVERDREDGING OR DAMAGING ADJACENT STRUCTURES AND SHALL BE CAPABLE OF OPERATING DURING TIDAL AND WAVE CONDITIONS THAT MAY OCCUR AT THE PROJECT AREA. DREDGING OPERATIONS SHALL BE PERFORMED IN A UNIFORM AND CONTINUOUS MANNER SO AS TO AVOID CREATING HOLES, VALLEYS, OR RIDGES. DREDGING EQUIPMENT SHALL DISPLAY DEPTH (ACCURACY PLUS OR MINUS 3 INCHES) TO THE OPERATOR IN REAL TIME WITH ADJUSTMENTS MADE FOR TIDAL FLUCTUATIONS AS NECESSARY TO AVOID DREDGING BELOW THE PROPOSED LIMITS.
6. THE DREDGING SHALL BE PERFORMED THROUGH HYDRAULIC METHODS AND SHALL COMPLY WITH ALL PERMIT, PRODUCTION, AND ENVIRONMENTAL REQUIREMENTS INCLUDING OPERATIONAL PERMITS FOR THE PROJECT SITE ITSELF.
7. DREDGED MATERIAL SHALL BE PROPERLY HANDLED AND PLACED IN ACCORDANCE WITH PERMITS AND OWNER REQUIREMENTS.
8. SHOULD THE CONTRACTOR ENCOUNTER UNSUITABLE MATERIAL DURING DREDGING OPERATIONS, THE CONTRACTOR SHALL IDENTIFY THE LOCATION WHERE THE MATERIAL WAS ENCOUNTERED AND SHALL NOTE THE LOCATION ON THE CONTRACTORS DAILY REPORT.
9. THE CONTRACTOR SHALL SECURE APPROVAL FOR ANY PROPOSED PIPELINE ROUTES. THE CONTRACTOR SHALL PLAINLY MARK THE PIPELINE ROUTES WITH SIGNS, BUOYS, LIGHTS, AND FLAGS CONFORMING TO U.S. COAST GUARD AND MARITIME REGULATIONS. THESE SHALL BE MAINTAINED THROUGHOUT THE CONTRACTOR OPERATIONS. A TIGHT DREDGE DISCHARGE PIPELINE SHALL BE MAINTAINED TO PREVENT SPILLING OF DREDGED MATERIAL OR DREDGED WATER OUTSIDE OF THE PROPSOED DISPOSAL AREA. THE PIPELINE SHALL BE INSPECTED AT LEAST TWICE DAILY FOR LEAKS. FAILURE TO IMMEDIATELY REPAIR LEAKS IN THE DISCHARGE PIPELINE WILL RESULT IN SUSPENSION OF DREDGING OPERATIONS AND REQUIRE PROMPT REPAIR OF PIPELINE AS A PREREQUISITE TO THE RESUMPTION OF DREDGING.
10. THE CONTRACTOR SHALL MAINTAIN HIS PIPELINES SO AS TO ALLOW CONTINUOUS BOAT ACCESS TO AND FROM MARINAS, COMMERCIAL BOAT YARDS, AND NAVIGABLE WATERS. THE CONTRACTOR SHALL RESTRICT PRIVATE AND COMMERCIAL BOAT TRAFFIC ONLY AS REQUIRED TO INSURE PUBLIC SAFETY.
11. IN THE EVENT THE CONTRACTOR ELECTS TO SUBMERGE HIS PIPELINE, THE PIPELINE SHALL REST ON THE BOTTOM, AND THE TOP OF THE SUBMERGED PIPELINE AND ANY ANCHOR SECURING THE SUBMERGED PIPELINE SHALL BE NO HIGHER THAN THE NAVIGABLE PROJECT DEPTH FOR ANY NAVIGATION CHANNEL IN WHICH THE SUBMERGED PIPELINE IS PLACED. SHOULD THE CONTRACTOR ELECT TO USE A PIPELINE MATERIAL THAT IS BUOYANT OR SEMI-BUOYANT, SUCH AS PVC PIPE OR SIMILAR LOW-DENSITY MATERIALS, THE CONTRACTOR SHALL SECURELY ANCHOR THE PIPELINE TO PREVENT PIPELINE FROM LIFTING OFF THE BOTTOM UNDER ANY CONDITIONS. THE CONTRACTOR SHALL MAKE DAILY UNDERWATER INSPECTIONS OF THE SUBMERGED PIPELINE TO ENSURE BUOYANCY HAS NOT LOOSENED THE ANCHORS. THE CONTRACTOR SHALL REMOVE ALL ANCHORS WHEN THE SUBMERGED PIPELINE IS REMOVED. THE LOCATION OF THE ENTIRE LENGTH OF SUBMERGED PIPELINE SHALL BE MARKED WITH SIGNS, BUOYS, LIGHTS, AND FLAGS CONFORMING TO U.S. COAST GUARD AND MARITIME REGULATIONS.
12. SHOULD THE CONTRACTOR'S PIPELINE NOT REST AT THE BOTTOM, IT WILL BE CONSIDERED A FLOATING PIPELINE AND SHALL BE VISIBLE ON THE SURFACE AND CLEARLY MARKED WITH SIGNS, BUOYS, LIGHTS, AND FLAGS CONFORMING TO U.S. COAST GUARD AND MARITIME REGULATIONS. IN NO CASE WILL THE CONTRACTOR'S PIPELINE BE ALLOWED TO FLUCTUATE BETWEEN THE SURFACE AND THE BOTTOM, OR LIE PARTLY SUBMERGED. LIGHTS SHALL BE INSTALLED ON THE FLOATING PIPELINE AS REQUIRED IN PARAGRAPH "SIGNAL LIGHTS" BELOW. THE LIGHTS SHALL BE SUPPORTED EITHER BY BUOYS OR BY TEMPORARY PILING, PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. WHERE THE PIPELINE DOES NOT CROSS A NAVIGABLE CHANNEL, THE FLASHING YELLOW ALL-AROUND LIGHTS SHALL BE SPACED NOT OVER 200 FEET APART, UNLESS CLOSER SPACING IS REQUIRED BY U.S. COAST GUARD PERSONNEL, IN WHICH CASE THE REQUIREMENTS OF THE U.S. COAST GUARD SHALL GOVERN, AT NO ADDITIONAL COST TO THE OWNER.
13. THE CONTRACTOR SHALL DISPLAY SIGNAL LIGHTS AND CONDUCT OPERATIONS IN ACCORDANCE WITH THE GENERAL REGULATIONS OF THE DEPARTMENT OF THE ARMY AND OF THE U.S. COAST GUARD GOVERNING LIGHTS AND DAY SIGNALS TO BE DISPLAYED BY DREDGES, AS SET FORTH IN COMMANDMENTS BY THE U.S. COAST GUARD AND THE CODE OF FEDERAL REGULATION TITLE 33.
14. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT MATERIAL OR OTHER DEBRIS IS NOT PUSHED OUTSIDE OF DREDGING LIMITS OR OTHERWISE DEPOSITED IN EXISTING SIDE CHANNELS, BASINS, DOCKING AREAS, OR OTHER AREAS BEING UTILIZED BY VESSELS. THE CONTRACTOR WILL BE REQUIRED TO CHANGE HIS METHOD OF OPERATIONS AS REQUIRED TO COMPLY WITH THE ABOVE REQUIREMENTS. SHOULD ANY BOTTOM MATERIAL OR OTHER DEBRIS BE PUSHED INTO AREAS DESCRIBED ABOVE BECAUSE OF THE CONTRACTOR'S OPERATIONS, THE SAME MATERIALS MUST BE PROMPTLY REMOVED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE U.S. COAST GUARD MARINE SAFETY OFFICE AND THE ENGINEER OF ANY MISPLACED MATERIAL (E.G., DREDGE PIPE, CABLE, DREDGED MATERIAL, ETC.)
15. THIS PROJECT MAY REQUIRE DREDGING IN THE VICINITY OF EXISTING TERMINAL PIERS, PILES, BULKHEADS, AND OTHER STRUCTURES AND PROPERTY. THE CONTRACTOR MUST TAKE EXTRA CARE TO CONTROL THE DREDGE IN THE VICINITY OF PROPERTY AND STRUCTURES. METHODS OF SECURING THE DREDGE MAY INCLUDE BUT ARE NOT LIMITED TO DREDGE SPUDS AND/OR ANCHORS. ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY AND STRUCTURES RESULTING FROM THE CONTRACTOR'S DREDGING ACTIVITIES SHALL BE REPAIRED PROMPTLY AT THE CONTRACTOR'S EXPENSE. ANY DAMAGE TO STRUCTURES BECAUSE OF THE CONTRACTOR'S NEGLIGENCE WILL RESULT IN SUSPENSION OF DREDGING AND REQUIRE PROMPT REPAIR AT THE CONTRACTOR'S EXPENSE AND SUBJECT TO APPROVAL BY THE ENGINEER AS A PRE-REQUISITE TO THE RESUMPTION OF DREDGING.
16. THE CONTRACTOR SHALL PROMPTLY RECOVER AND REMOVE ANY MATERIAL, PLANT, MACHINERY, OR APPLIANCE WHICH THE CONTRACTOR LOOSES, DUMPS, THROWS OVERBOARD, SINKS, OR MISPLACES, AND WHICH, IN THE OPINION OF THE ENGINEER, MAY BE DANGEROUS TO OR OBSTRUCT NAVIGATION. IF REQUIRED BY THE ENGINEER, THE CONTRACTOR WILL MARK OR BUOY SUCH OBSTRUCTIONS, THE ENGINEER MAY HAVE THE OBSTRUCTIONS REMOVED BY A SEPARATE CONTRACT AND DEDUCT THE COST FROM ANY MONIES DUE OR BECOMING DUE TO THE CONTRACTOR, OR RECOVER THE COST UNDER THE CONTRACTOR'S BOND. THE CONTRACTOR'S LIABILITY FOR THE REMOVAL OF A VESSEL, WRECKED OR SUNK WITHOUT FAULT OF NEGLIGENCE IS LIMITED TO THAT PROVIDED IN SECTIONS 15, 19, AND 29 OF THE RIVER AND HARBOR ACT OF MARCH 3, 1899 (33 USC 410 ET SEQ.)
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING AND VERIFYING THE LOCATIONS AND DEPTHS OF ALL UTILITY CROSSINGS. THE CONTRACTOR WILL TAKE PRECAUTIONS AGAINST DAMAGES WHICH MIGHT RESULT FROM HIS OPERATIONS, ESPECIALLY THE SINKING OF DREDGE SPUDS AND/OR ANCHORS INTO THE CHANNEL BOTTOM IN THE VICINITY OF UNDERWATER UTILITY CROSSINGS. IF ANY DAMAGE OCCURS BECAUSE OF HIS OPERATIONS, THE CONTRACTOR WILL BE REQUIRED TO SUSPEND DREDGING UNTIL THE DAMAGE IS REPAIRED AND APPROVED BY THE OWNER AND THE ENGINEER. COSTS FOR SUCH REPAIRS AND FOR THE DOWNTIME OF THE DREDGE AND ATTENDANT EQUIPMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
18. CONTRACTOR MAY ENCOUNTER SOLID WASTE (TIRES, CANS, BOTTLES, FIBROUS PLANT MATERIAL, BOARDS AND OTHER DEBRIS) WITHIN THE DREDGING TEMPLATE THAT CANNOT BE DREDGED AND/OR HYDRAULICALLY TRANSPORTED TO THE APPROVED DMMA. CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE DISPOSAL OF SUCH MATERIAL.
19. CONTRACTOR SHALL ENSURE THAT ALL POSSIBLE MEASURES ARE EMPLOYED TO REDUCE THE AMOUNT OF NOISE PRODUCED BY HIS OPERATIONS. CONTRACTOR SHALL CONDUCT HIS OPERATIONS TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS PERTAINING TO NOISE. ADDITIONALLY, CONTRACTOR SHALL INFORM ALL CREWMEMBERS OF THE NEED TO MAINTAIN A PROFESSIONAL MANNER WHILE ON THE JOB SITES, IN RADIO COMMUNICATIONS, AND IN DEALING WITH OTHER TEAM MEMBERS INVOLVED IN THE PROJECT. ALL HAULING AND EXCAVATING EQUIPMENT INCLUDING DREDGES, DREDGE/BARGE BOOSTER PUMPS, TUGS AND OTHER SUPPORT VESSELS, DOZERS, LOADERS, ETC. USED ON THIS WORK SHALL BE EQUIPPED WITH SATISFACTORY MUFFLERS AND/OR OTHER NOISE ABATEMENT DEVICES.
20. THE CONTRACTOR SHALL ENSURE THAT ALL WORK LIGHTS (AS OPPOSED TO SAFETY LIGHTING) ARE SHIELDED TO PREVENT THEM FROM SHINING ON RESIDENTIAL PROPERTY OR AREAS OUTSIDE OF THE IMMEDIATE WORKING AREA.
21. THROUGHOUT ALL PHASES OF THE PROJECT, THE CONTRACTOR SHALL REMAIN RESPONSIBLE FOR INSURING THAT ALL WORK COMPLIES WITH THE REQUIREMENTS SPECIFIED IN THE PROJECT'S STATE AND FEDERAL PERMITS. COPIES OF ALL DOCUMENTS, TEST RESULTS, SURVEYS, MONITORING PROCEDURES, ETC., REQUIRED BY THE PROJECT'S STATE AND FEDERAL PERMIT SHALL BE SUBMITTED TO THE ENGINEER AS SOON AS THEY ARE AVAILABLE TO THE CONTRACTOR.
22. FAILURE TO MEET THE REQUIREMENTS OF THE PROJECT PERMITS AND/OR THESE SPECIFICATIONS FOR ENVIRONMENTAL PROTECTION MAY RESULT IN WORK STOPPAGES OR TERMINATION FOR DEFAULT. THE CONTRACTOR SHALL MAKE NO PART OF THE TIME LOST DUE TO ANY SUCH WORK STOPPAGES THE SUBJECT OF CLAIMS FOR EXTENSIONS OF TIME OR FOR EXCESS COSTS OR DAMAGES. IF THE CONTRACTOR FAILS OR REFUSES TO PROMPTLY REPAIR ANY DAMAGE CAUSED BY VIOLATION OF THE PROVISIONS OF THESE SPECIFICATIONS, THE ENGINEER MAY HAVE THE NECESSARY WORK PERFORMED AND CHARGE THE COST THEREOF TO THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYMENT OF FINES RESULTING FROM VIOLATIONS OF CONDITIONS SET FORTH BY THE ENVIRONMENTAL PERMITS.

DREDGING SUBMITTALS-PRECONSTRUCTION

1. DREDGING WORK PLAN: WITHIN 7 CALENDAR DAYS AFTER NOTICE OF AWARD, CONTRACTOR SHALL SUBMIT TO ENGINEER FOR APPROVAL, A WORK PLAN TO ADDRESS METHODS OF DREDGING AND TRANSPORT OF DREDGED MATERIAL TO THE PROPOSED FILL AREA. THE PLAN SHALL INCLUDE DISCUSSION OF STAGING AREAS, PIPELINE CORRIDORS, PUBLIC SAFETY MEASURES, WORK SEQUENCING, DREDGE CONTORL METHODS, AND METHODS TO CONTROL DREDGE MATERIAL AT THE PLACEMENT AREA. THE CONTRACTOR SHALL DOCUMENT SPECIFIC PLACEMENT METHODS TO REDUCE TURBIDITY AND MINIMIZE LOSSES DUE TO INCREASED TIDAL VELOCITES IN THE LEE OF THE EXISTING T-GROIN (WITHIN THE SCOUR CHANNEL).
2. UTILITY SURVEY: THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES (THROUGHOUT THE ENTIRE PROJECT LENGTH) PRIOR TO DREDGING. THE CONTRACTOR IS STRICTLY RESPONSIBLE FOR REPAIR OF ANY AND ALL DAMAGES RELATED TO UTILITIES AS A RESULT OF THIS PROJECT CONSTRUCTION.
3. NOTICE OF INTENT TO DREDGE: PRIOR TO THE COMMENCEMENT OF WORK ON THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE U.S. COAST GUARD OF HIS INTENDED OPERATIONS TO DREDGE AND REQUEST THAT IT BE PUBLISHED IN THE LOCAL NOTICE TO MARINERS. THIS NOTIFICATION MUST BE GIVEN IN SUFFICIENT TIME SO THAT IT APPEARS IN THE NOTICE TO MARINERS AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF THIS DREDGING OPERATION. A COPY OF THE NOTIFICATION SHALL BE PROVIDED TO THE ENGINEER.
4. NOTIFICATION OF AIDS RELOCATION: UNLESS EXPRESSLY STATED IN THE PROJECT DRAWINGS, THE CONTRACTOR SHALL NOT REMOVE, CHANGE THE LOCATION OF, OBSTRUCT, WILLFULLY DAMAGE, MAKE FAST TO, OR INTERFERE WITH ANY AID TO NAVIGATION WITHOUT WRITTEN CONSENT FROM THE U.S. COAST GUARD. WITHIN SEVEN CALENDAR DAYS FOLLOWING RECEIPT OF THE NOTICE OF AWARD, THE CONTRACTOR SHALL NOTIFY THE U.S. COAST GUARD OF HIS PLAN TO DREDGE ADJACENT TO ANY AIDS WHICH REQUIRE RELOCATION TO FACILITATE DREDGING. THIS NOTIFICATION SHALL BE IMMEDIATELY FOLLOWED BY FORMAL WRITTEN REQUEST WITH A COPY TO THE ENGINEER. THE CONTRACTOR SHALL CONTACT THE U.S. COAST GUARD FOR INFORMATION CONCERNING THE POSITION TO WHICH THESE AIDS WILL BE RELOCATED.
5. DREDGE LOCATION CONTROL: THE CONTRACTOR SHALL CONTINUOUSLY OPERATE ELECTRONIC POSITIONING EQUIPMENT ON THE DREDGE THAT WILL ACCURATELY COMPUTE AND PLOT THE DREDGE'S POSITION. THE CONTRACTOR SHALL FURNISH SUCH POSITIONS AND THE ACCOMPANYING POSITION PLOTS UPON REQUEST TO THE ENGINEER. THE REQUESTED REPORTS SHALL ALSO INCLUDE THE LOCATION OF THE MASTER ANTENNA ON THE DREDGE AND THE DISTANCE AND DIRECTION FROM THE MASTER ANTENNA TO THE BOTTOM OF THE EXCAVATION DEVICE. A PRINTOUT OF THE EXCAVATION DEVICE POSITIONS IN STATE PLANE COORDINATES AND THE EXCAVATION DEVICE DEPTHS CORRECTED FOR TIDE ELEVATION AND REFERENCED TO NAVD AND TIME SHALL BE MAINTAINED USING AN INTERVAL OF 2 MINUTES FOR EACH PRINTED FIX. THE REPORTS SHALL ALSO INCLUDE A PRINTED AND ELECTRONIC COMPUTER FILE (IN ASCII FORMAT) COPY OF THE POSITION DATA. THE CONTRACTOR SHALL PREPARE A PLOT OF THE DATA THAT INCLUDES THE STATE PLANE COORDINATE GRID SYSTEM AND THE AUTHORIZED DREDGING LIMITS. NO DREDGING SHALL TAKE PLACE OUTSIDE THE AUTHORIZED DREDGING LIMITS (HORIZONTAL AND VERTICAL) AS SHOWN ON THE PROJECT DRAWINGS. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH SPECIFICATIONS FOR THIS EQUIPMENT, CALIBRATION INFORMATION, AND LIMITS OF ACCURACY.

DREDGING SUBMITTALS-CONSTRUCTION

1. DAILY REPORT OF OPERATIONS: FOR EACH 24-HOUR PERIOD OF DREDGING OPERATIONS, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO ENGINEER ONE COPY OF THE DAILY REPORT OF OPERATIONS SHOWING THE PROGRESS OF THE DREDGING. CONTRACTOR SHALL SUBMIT THESE REPORTS IN ADOBE PDF FORMAT TO ENGINEER BY 5:00 PM ON THE DAY FOLLOWING THE 24-HOUR PERIOD COVERED BY THE REPORT. UPON COMPLETION OF THE JOB, CONTRACTOR SHALL SUMMARIZE THE DAILY REPORTS IN A CONSOLIDATED JOB REPORT AND SUBMIT THIS REPORT TO ENGINEER. THE DAILY REPORTS SHALL SUMMARIZE PROGRESS OF DREDGING, MATERIAL ENCOUNTERED, DREDGE DOWN TIME, ENVIRONMENTAL COMPLIANCE, AND SHALL DESCRIBE ANY PROBLEMS ENCOUNTERED, VIOLATIONS, AND CORRECTI

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Anchor CEI Engineering that works.
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450 Magnolia Avenue, Panama City, FL 32401
CA Number: 31422

Bryan Osborn, PE
FL License No.: 79022

No.	Date	Revision
A		
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Designed:	B.OSBORN
Drawn:	T.NEWMAN
Checked:	B.OSBORN
Job No.:	1025.001
Date:	11/18/2025

EXISTING CONDITIONS

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
CE1.0



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No.	Date	Revision

Designed:	B.OSBORN
Drawn:	T.NEWMAN
Checked:	B.OSBORN
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DREDGE PLAN

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

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Sheet No.
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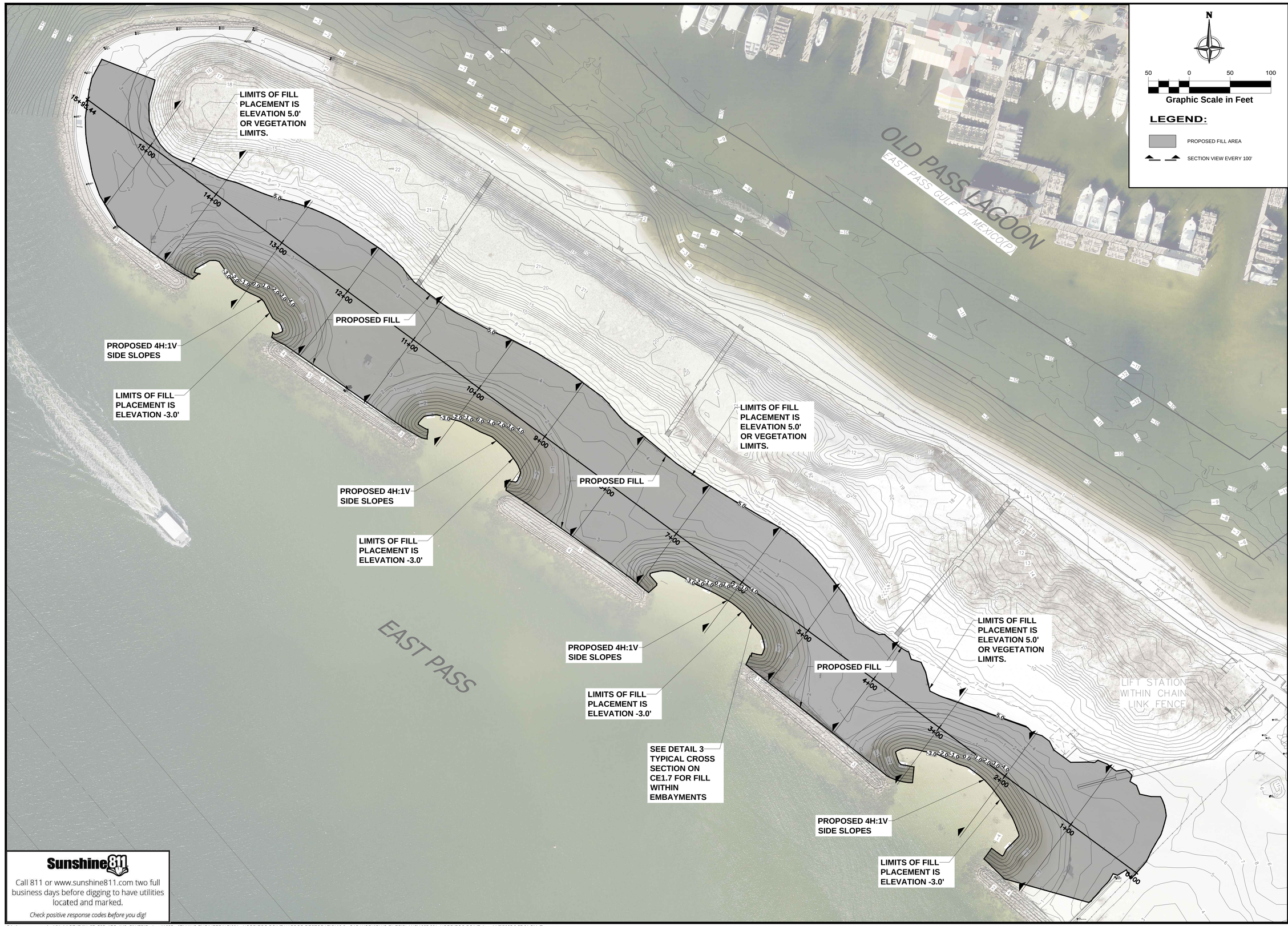
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!



Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

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CA Number: 31422

Bryan Osborn, PE
FL License No.: 79022

No.	Date	Revision
A		
A		
A		
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A		
A		
A		

Designed:	B.OSBORN
Drawn:	T.NEWMAN
Checked:	B.OSBORN
Job No.:	1025.001
Date:	11/18/2025

FILL & EXCAVATION PLAN

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

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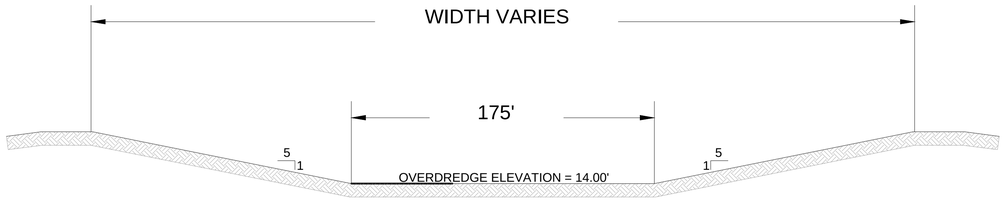
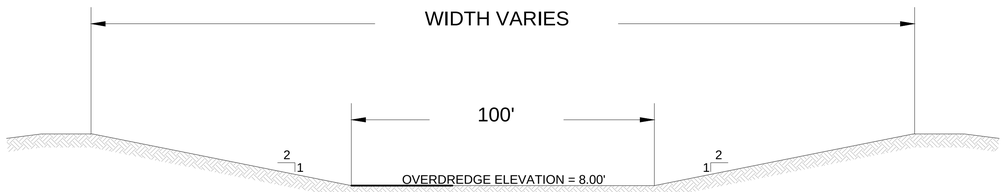
Sheet No.
CE1.2



1 / CE1.3

DREDGING TYPICAL CROSS SECTION FROM STA. 0+00 TO STA. 13+00 DETAIL

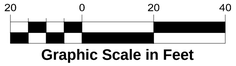
N.T.S.

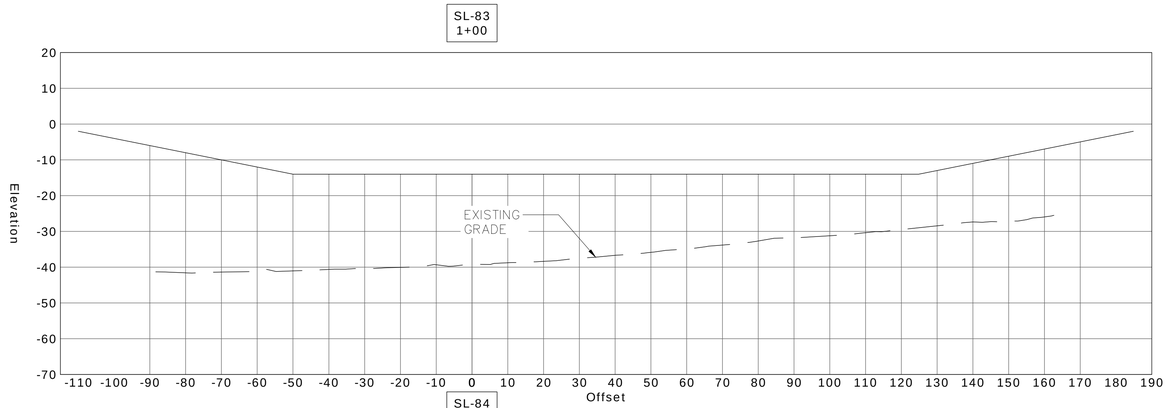


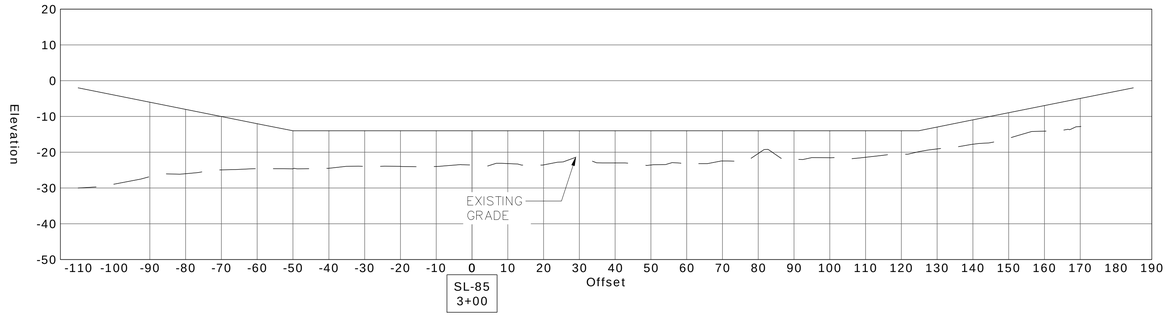
2 / CE1.3

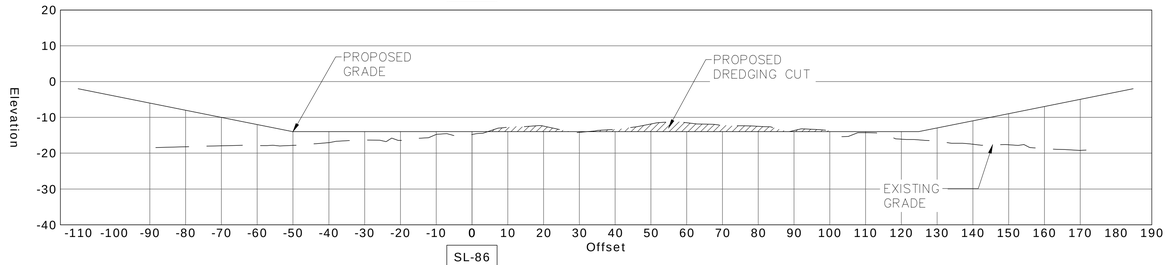
DREDGING TYPICAL CROSS SECTION FROM STA. 13+00 TO STA. 41+22.18 DETAIL

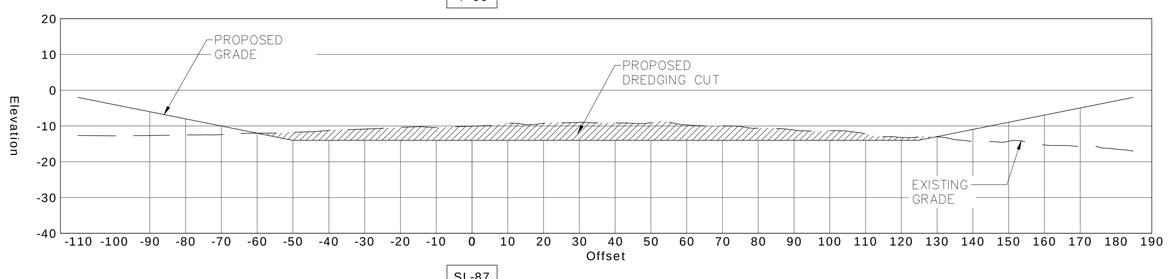
N.T.S.

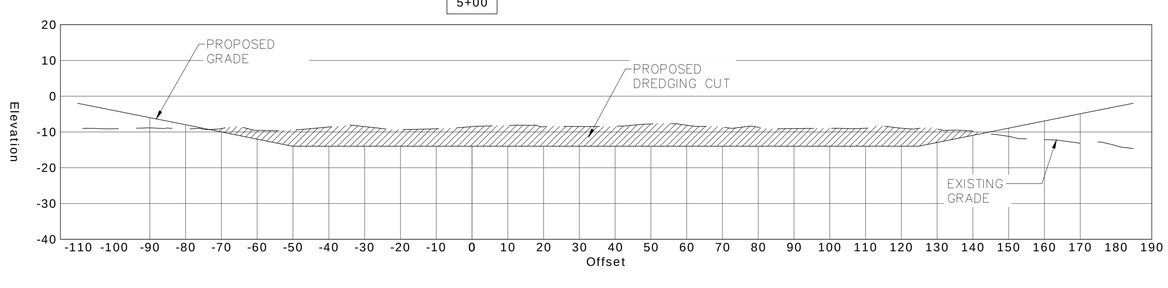












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Drawn:	T.NEWMAN
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DREDGE SECTIONS

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

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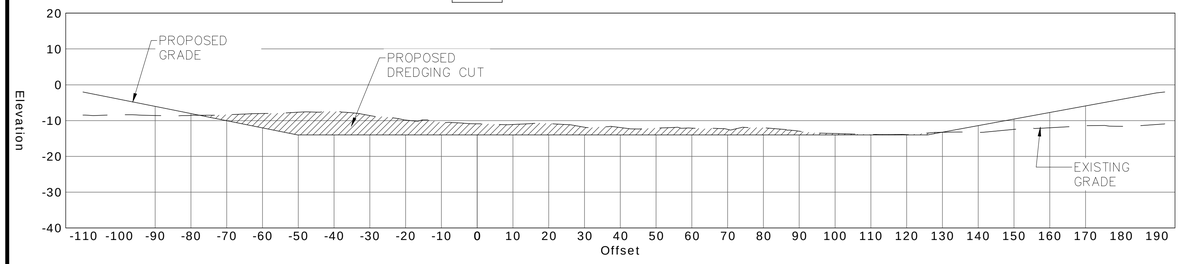
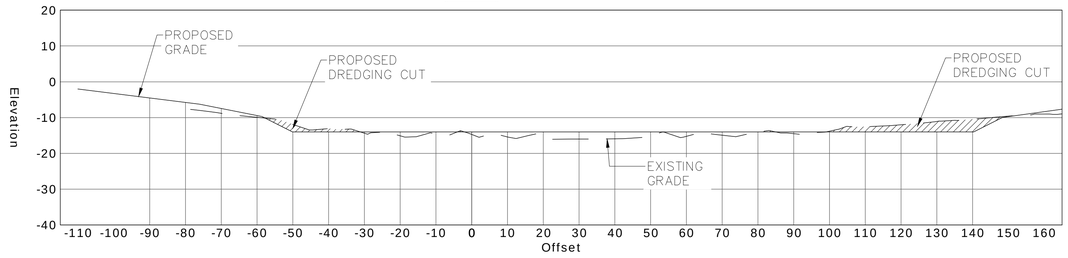
Sheet No.
CE1.3

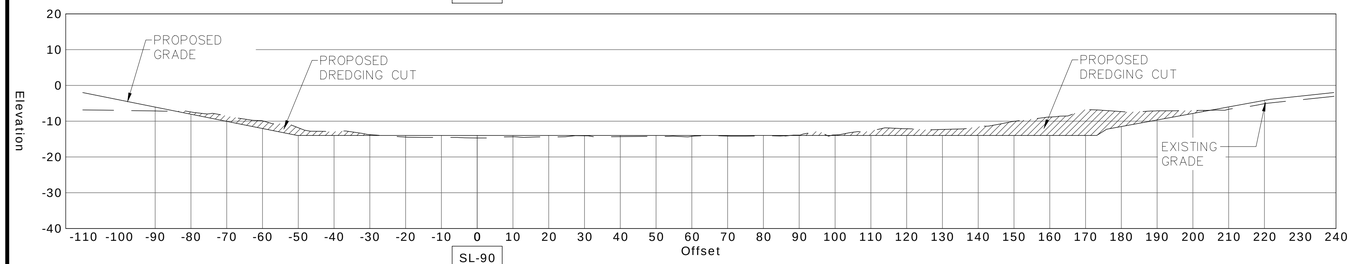
SL-88
6+00



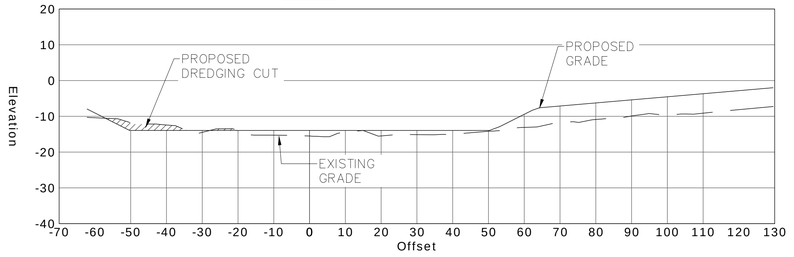
SL-93
11+00



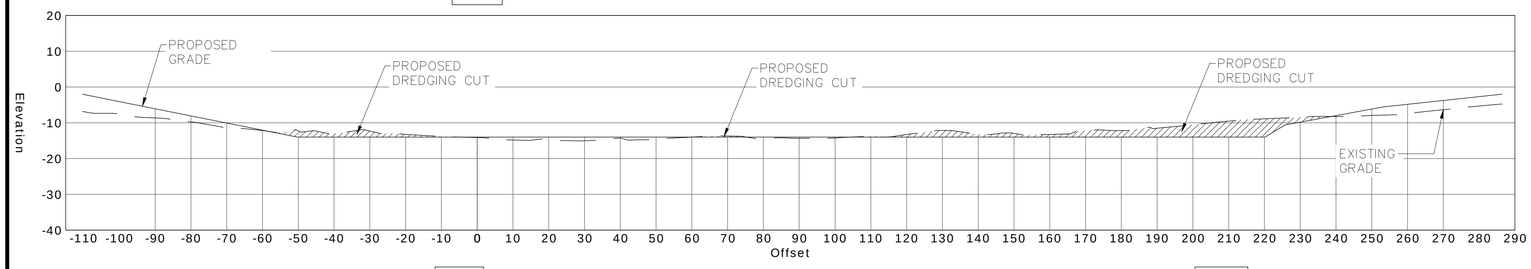
SL-89
7+00



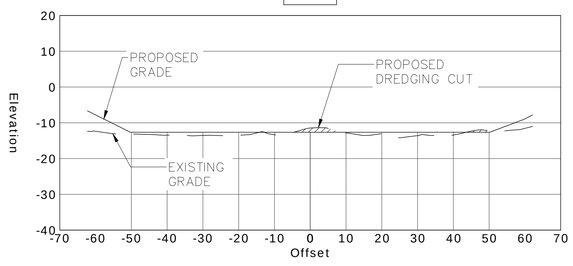
SL-94
12+00



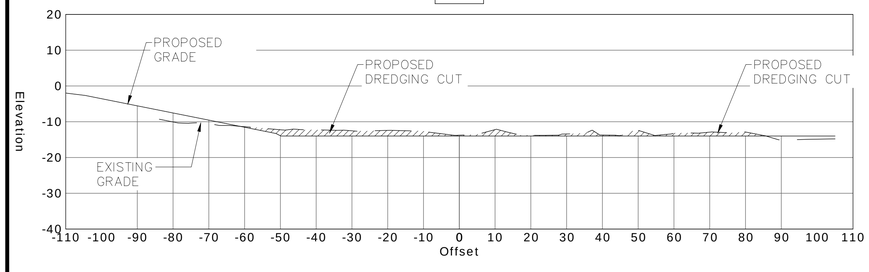
SL-90
8+00



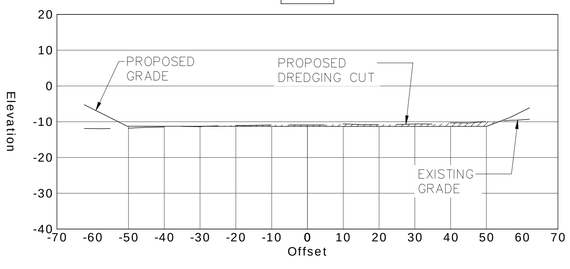
SL-95
13+00



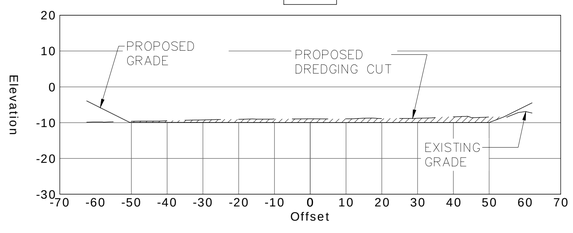
SL-91
9+00



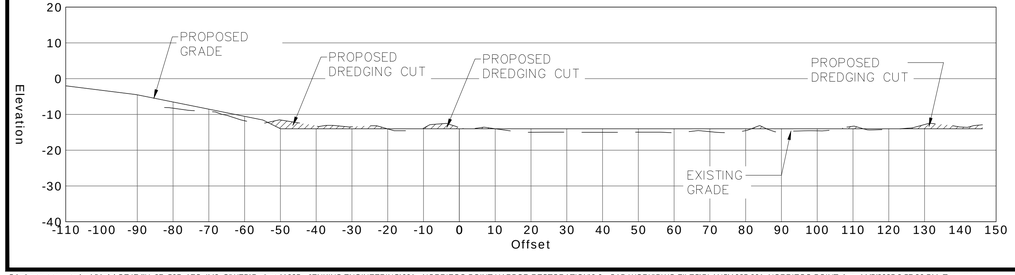
SL-96
14+00



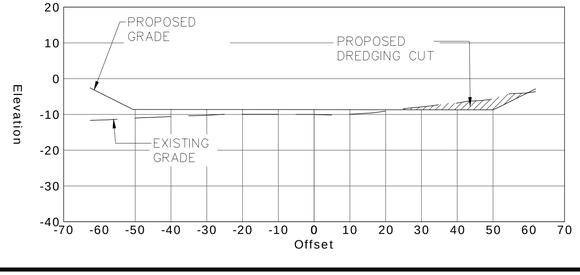
SL-97
15+00



SL-92
10+00



SL-98
16+00



20 0 20 40
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CA Number: 31422

Bryan Osborn, PE
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Drawn:	T.NEWMAN
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DREDGE SECTIONS

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

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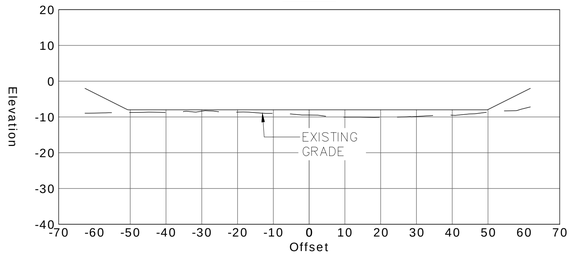
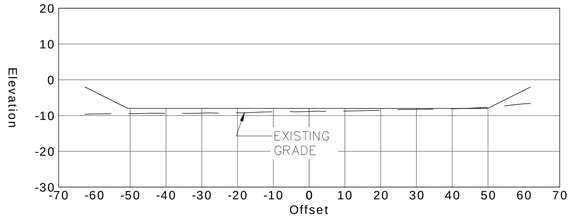
Sheet No.
CE1.4

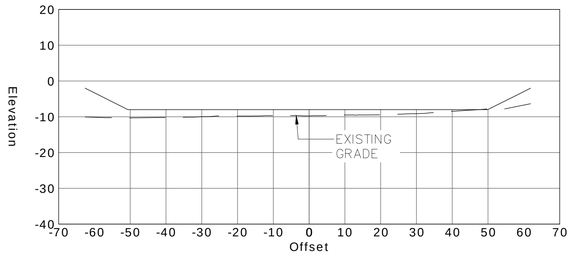
SL-99
17+00



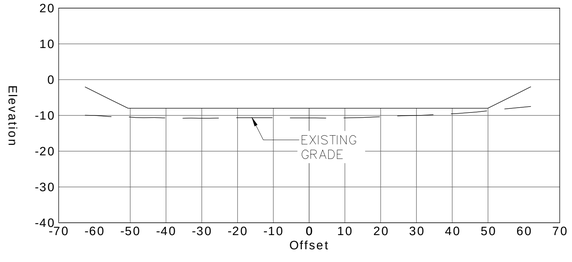
SL-100
18+00



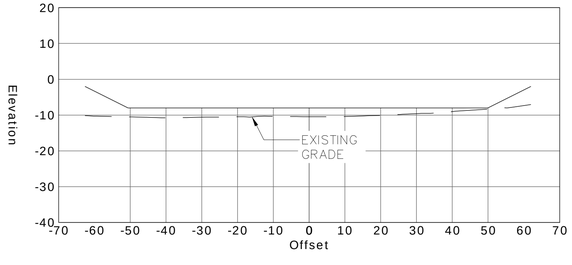
SL-101
19+00



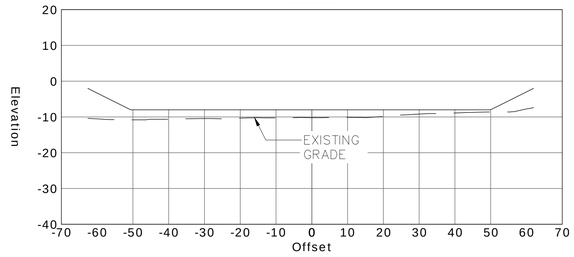
SL-102
20+00



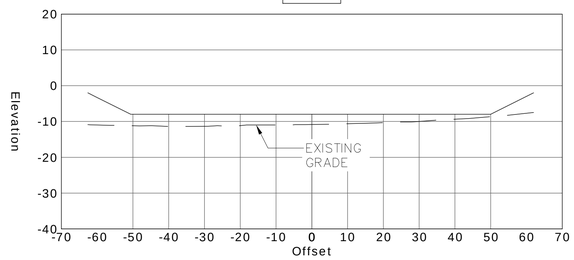
SL-103
21+00



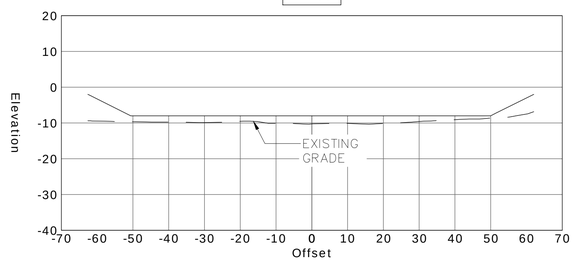
SL-104
22+00



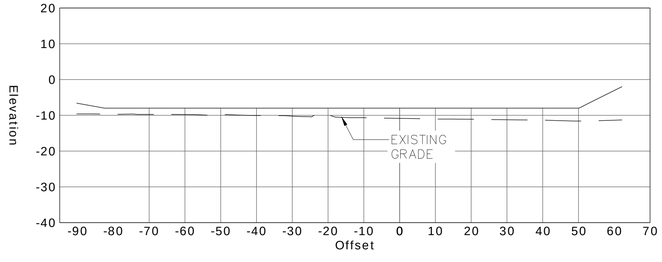
SL-105
23+00



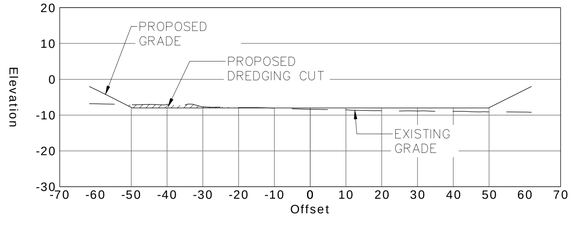
SL-106
24+00



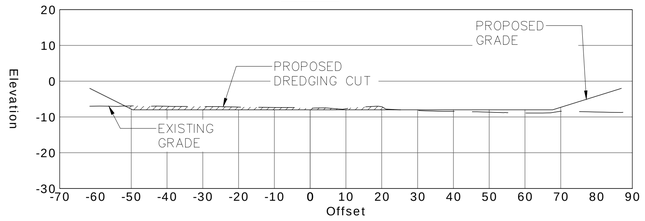
SL-107
25+00



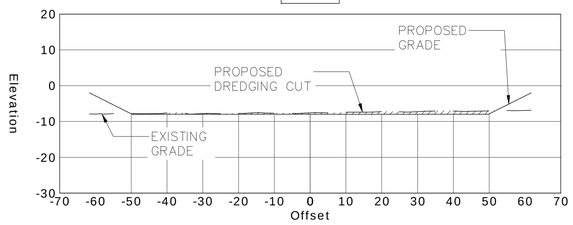
SL-108
26+00



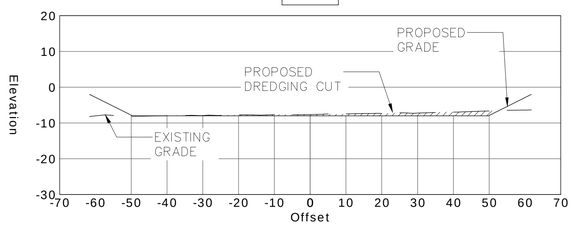
SL-109
27+00



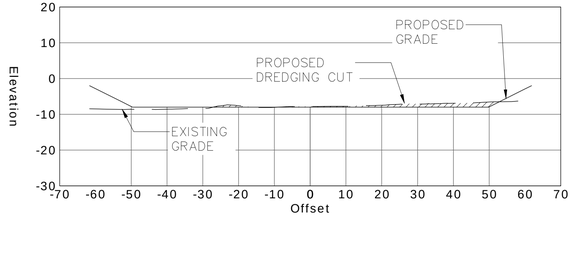
SL-110
28+00



SL-111
29+00



SL-112
30+00



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Date:	11/18/2025

DREDGE SECTIONS

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

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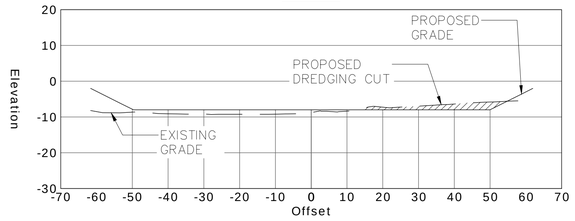
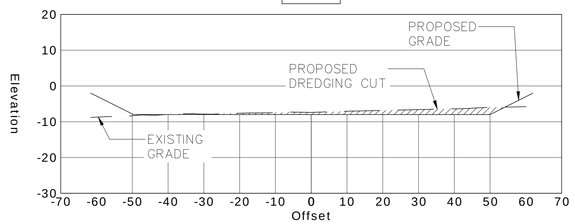
Sheet No.

CE1.5

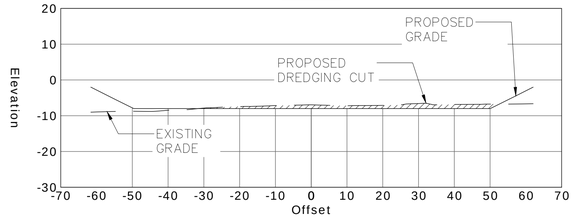
SL-113
31+00



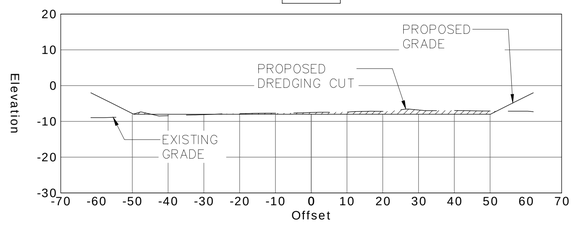
SL-114
32+00



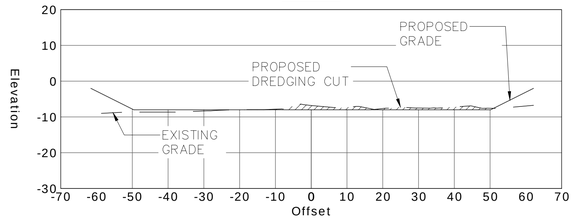
SL-115
33+00



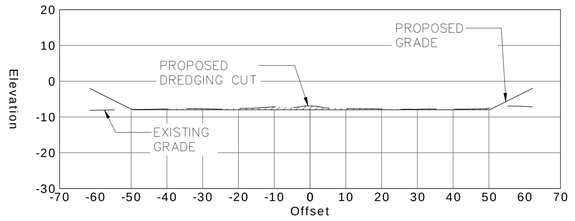
SL-116
34+00



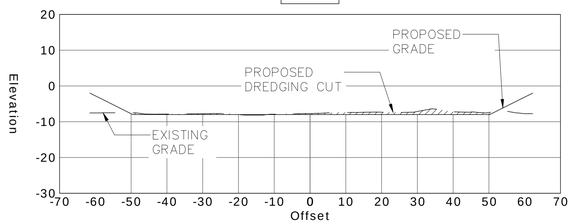
SL-117
35+00



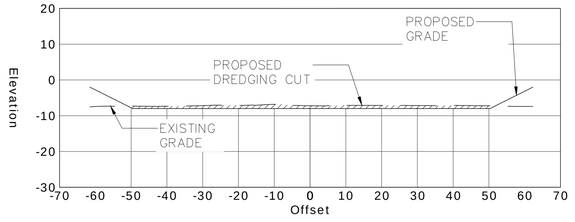
SL-118
36+00



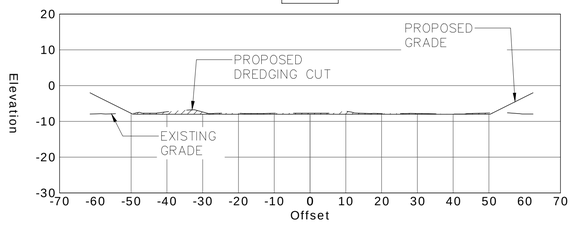
SL-119
37+00



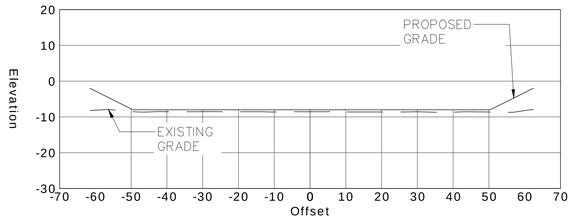
SL-120
38+00



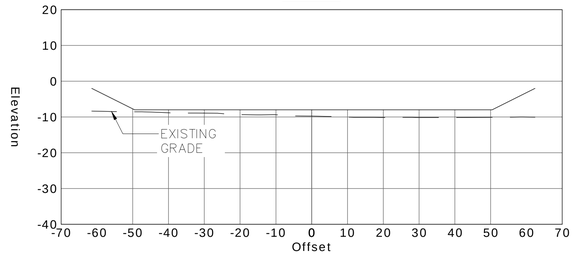
SL-121
39+00

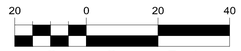


SL-122
40+00



SL-123
41+00





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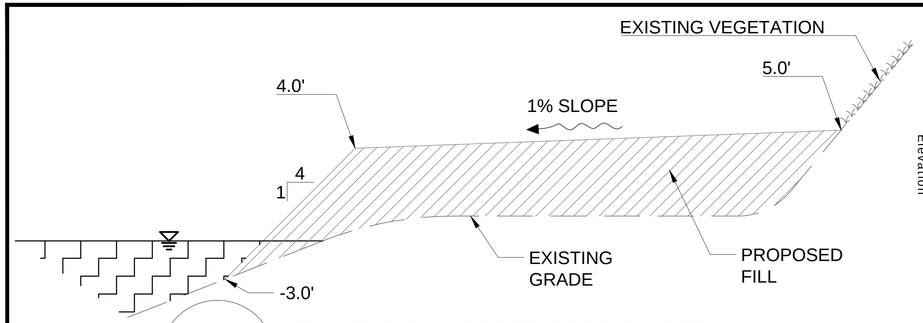
Sheet No.
CE1.6



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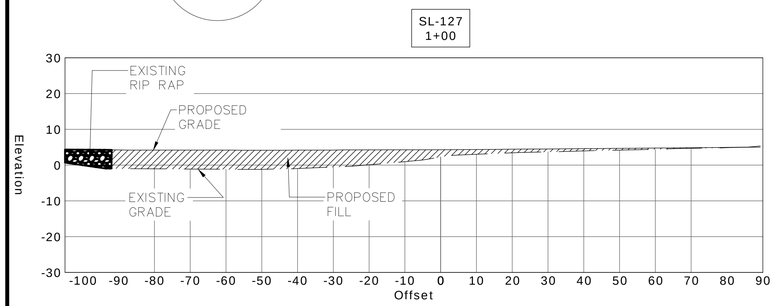
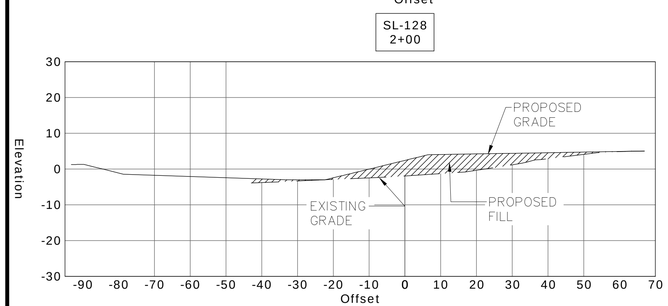
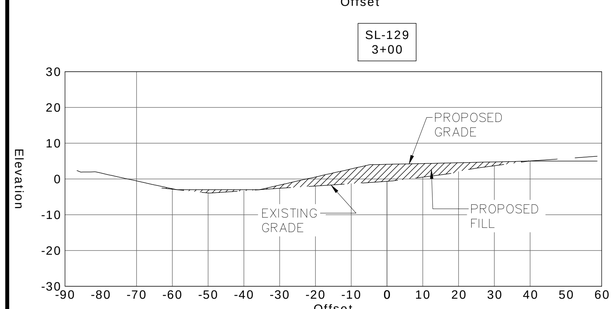
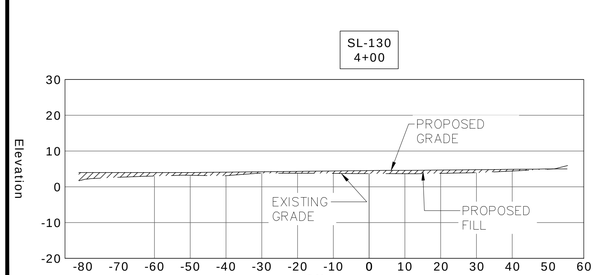
FILL TYPICAL CROSS SECTION DETAIL

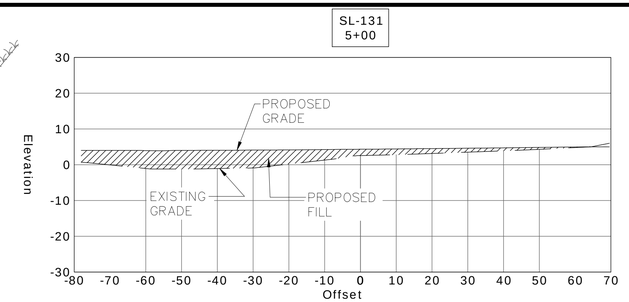
N.T.S.

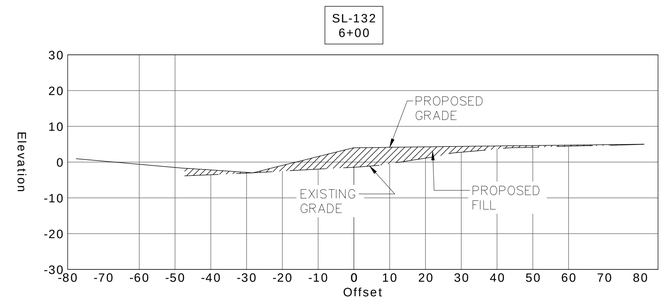


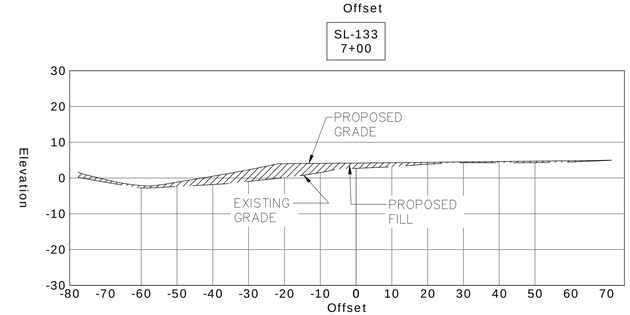


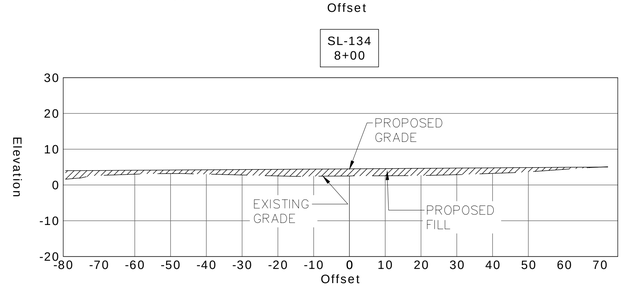


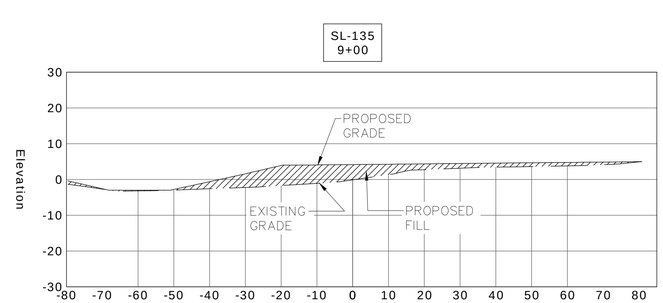


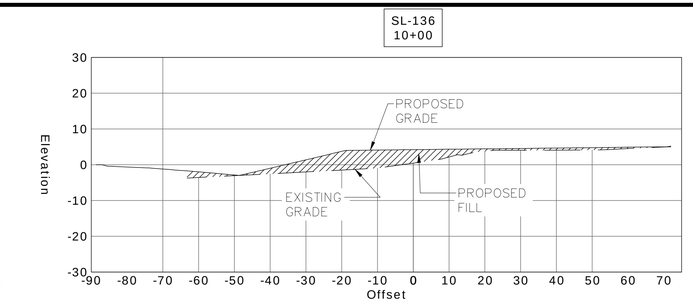


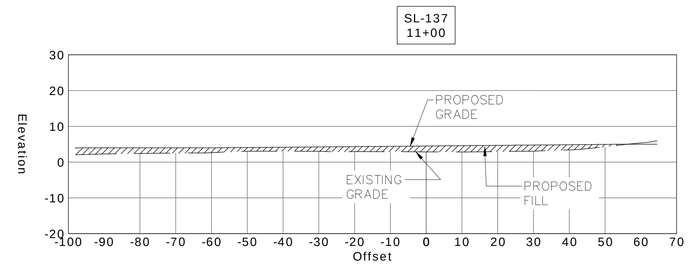


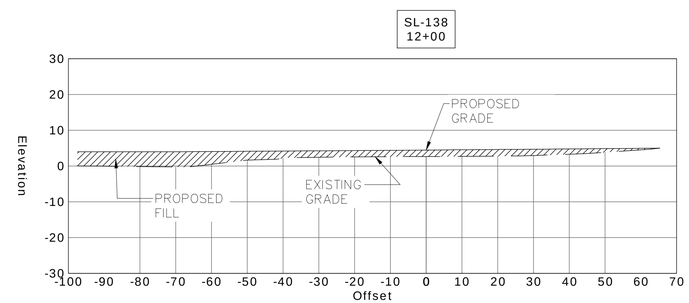


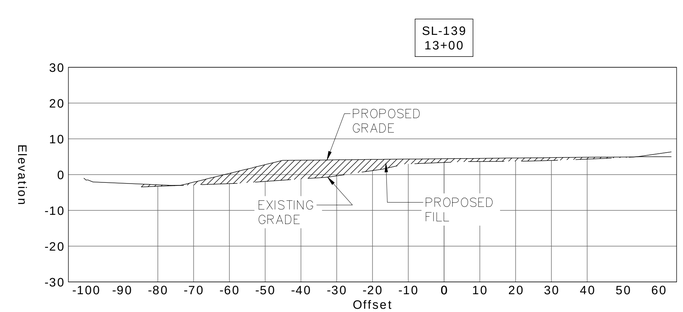


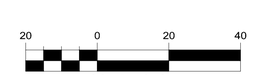












Graphic Scale in Feet

Anchor CEI
Engineering that works.
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450 Magnolia Avenue, Panama City, FL 32401
CA Number: 31422

Bryan Osborn, PE
FL License No.: 79822

No.	Date	Revision
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Designed:	B.OSBORN
Drawn:	T.NEWMAN
Checked:	B.OSBORN
Job No.:	1025.001
Date:	11/18/2025

FILL SECTIONS

NORRIEGO POINT HARBOR RESTORATION

DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
CE1.7

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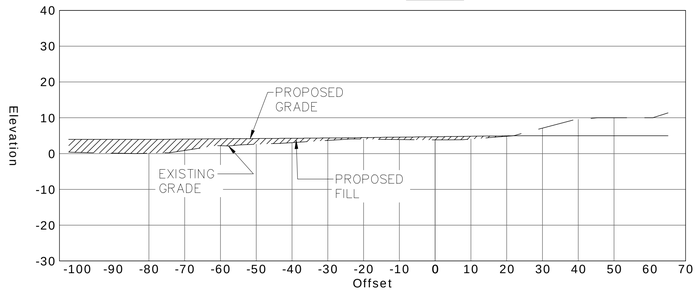

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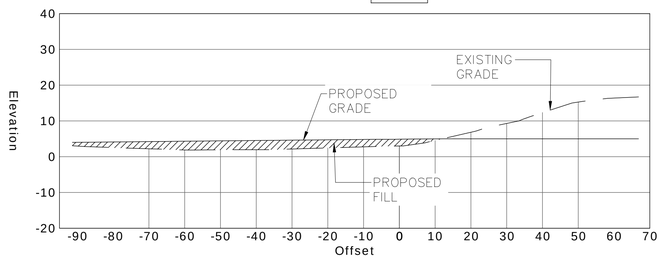

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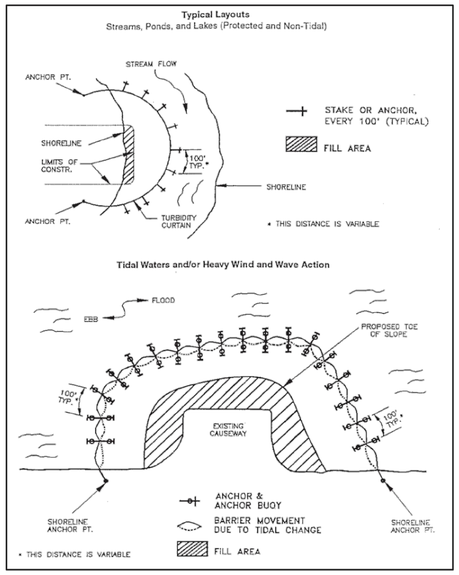
FILL SECTIONS

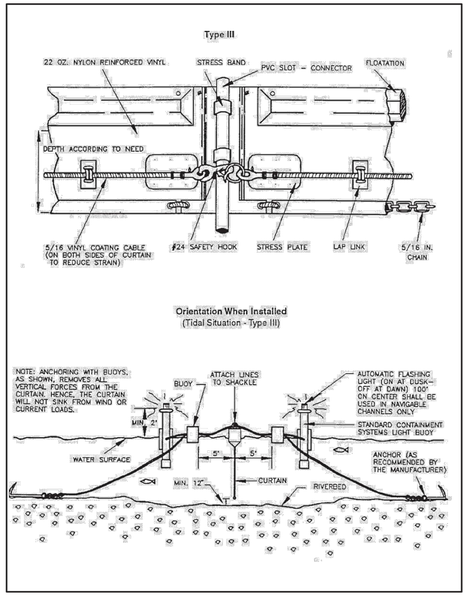
NORRIEGO POINT HARBOR RESTORATION
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
CE1.8



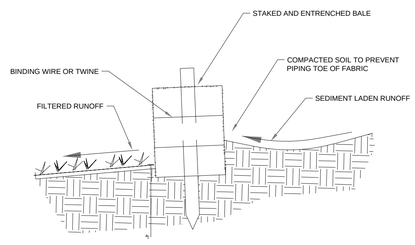
TYP. INSTALLATION LAYOUT



TYPE III TURBIDITY BARRIER

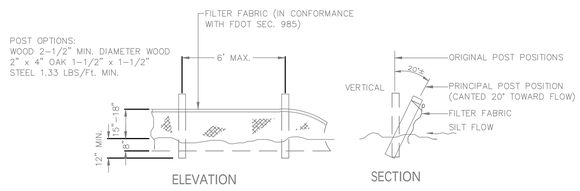
TYPE III FLOATING TURBIDITY BARRIER DETAIL

NOTE:
UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR MAY CHOOSE BETWEEN NATURAL HAY OR APPROVED SYNTHETIC MATERIAL



NOTE:
LOOSE STRAW SHALL BE CHINKED BETWEEN BALES TO PROVIDE A TIGHT JOINT.

STAKED HAY BALE DETAIL



NOTE:

DO NOT DEPLOY SILT FENCES IN A MANNER THAT WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND AS TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

EROSION CONTROL SILT FENCE DETAIL

CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE

THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) WHO WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN."

Name / Signature	Title	Company Name, Address and Phone Number	Date

NOTE: CONTRACTOR TO ADD SHEETS TO CERTIFICATION TABLE AS NECESSARY.

SWPPP IMPLEMENTATION LOG

A RECORD OF DATES WHEN BMPs ARE INSTALLED OR REMOVED, STABILIZATION MEASURES ARE INITIATED, MAJOR GRADING ACTIVITIES OCCUR, AND CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON PORTIONS OF THE SITE. THIS FORM MUST BE UPDATED CONTINUOUSLY THROUGHOUT THE PROJECT UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED.

DESCRIPTION OF ACTIVITY	LOCATION	CONTRACTOR	BEGIN DATE	END DATE

NOTE: CONTRACTOR TO ADD SHEETS TO THE SWPPP IMPLEMENTATION LOG AS NECESSARY.

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CA Number: 31422

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Designed:	B.OSBORN
Drawn:	T.NEWMAN
Checked:	B.OSBORN
Job No.:	1025.001
Date:	11/18/2025

EROSION CONTROL DETAILS

NORRIEGO POINT HARBOR RESTORATION
DESTIN / OKALOOSA / FL

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
CE1.9

#VALUE!

EXHIBIT C - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
DESTIN, FLORIDA
RFB NO. 25-16-PW, NORRIEGO POINT HARBOR RESTORATION PROJECT

BIDDER NAME:

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	**Mobilization / Demobilization including City Permits**	**$**	**$**
1.2	LS	1	**Post-Construction Bathymetric "As-Built" Survey**		
			SECTION 2 - DREDGE AND FILL		
2.1	CY	13,019	**Sand Dredge, Transfer, and Placement - Sta: 0+00 to 16+50**	**$**	**$**
2.2	LS	1	**Turbidity Curtain**	**$**	**$**
2.3	CY	30	**Trash/Debris Disposal**	**$**	**$**
			TOTAL BASE BID:		**$**

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
4.1	CY	2,766	**Sand Dredge, Transfer, and Placement - Sta: 16+50 to 41+21**	$	$
				$	$
				$	$
			TOTAL ALTERNATE BID ITEMS:		$

NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

NOTE 2: CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION

ITEM # 2025-1350

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Robert Tomasek, City Engineer

DATE: 11/12/2025

SUBJECT: 4th St Right-of-Way

I. BACKGROUND: Council asked staff to look at options for improving the 4th Street right of way (ROW) between Beach Dr & Joe's Bayou.

II. DISCUSSION: Currently, an unimproved 100-ft wide x 360-ft Right-of-Way (ROW) exists for 4th St. This ROW is located between Beach Dr and Joe's Bayou at the end of the existing 4th St. The property is covered in vegetation of various types. The elevation varies slightly across the bulk of the property with an approx. elevation of 16-ft close to the road and 12-ft toward the back before the property drops to sea level in the back 50 feet of the property to Joe's Bayou. Two properties, located at 700 Beach Dr and 702 Beach Dr, use this ROW as their only avenue for ingress and egress. Hard costs to clear/clean/thin lot would be approx. $35k. Other hard costs include providing a parking area ($200k), sidewalk ($100k), boat/fishing pier, minimum of 140-ft of ramp to fishing pier. Based on costs at Clement Taylor, it is estimated that a fishing pier would cost approx. $300k-$350k with another $100k-$150k for ramp work. All estimates are based in today dollars. Soft costs include the increased man hours of cleaning and maintaining (mowing, watering, electrical) the new park area. Design estimates would run between $65k-$80k. Total cost would be between $750k & $900k.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Would require some work to bring up to ADA standards and there are costs associated with placing a fishing pier and/or boating dock. We would have to maintain through access to 700 & 702 Beach Dr. Also would require additional man-hours for the

maintaining department.

IV. RECOMMENDED MOTION: For informational purposes only. If council decides to move forward, the recommended motion would be to direct staff to obtain an engineer to design new ROW/park along with fishing pier and/or boating dock.

Attachments:

1. 4th St
2. 4th St Aerial



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BEACH DR
CR 30C
4th St.
1st Ave
100-ft
700
702

ITEM # 2025-1352

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Christopher Koch, Code Compliance Manager
David Prichard, Community Development Director

DATE: 11/12/2025

SUBJECT: Code Compliance 2026 Action Report

I. BACKGROUND: The City Manager requested Code Compliance staff to provide a 2026 action report.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: II. Enhance quality of life and safety for families.
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: Staff has provided the attached document, Code Compliance 2026 Action Report.

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. 2026 Code Compliance Action Plan

2026 Code Compliance Action Plan – Staffing & Coverage Update

Staffing Levels:

- **1 Code Compliance Supervisor**
- **2 Administration Assistants (STR data analysis, case initiation, daily duties)**
- **7 Code Compliance Officers**, including:
  - **1 assigned to beach duties**
  - **1 assigned to harbor duties**
  - **1 STR/Livery Registration Specialist/Field Officer**
  - **1 pending hire**

Objective:

As the Code Compliance Division prepares for 2026, our primary goal is to enhance our coverage and enforcement presence within the city, with special attention on the **beach and harbor areas**. In 2025, beach coverage was limited, with one dedicated beach officer and no consistent 7-day presence. Our focus for 2026 is to ensure **7-day beach coverage and an assigned harbor officer** while maintaining effective enforcement of city codes across all areas.

2026 Action Plan:

1. Expand Beach and Harbor Coverage

- Implement **7-day beach/harbor enforcement coverage**.
- Designate a sufficient number to cover beach/harbor duties, ensuring consistent enforcement presence throughout the week.
- **Beach vendor and livery enforcement** will focus on compliance with licensing and operational regulations.

2. Strengthen Beach Vendor and Livery Enforcement

- Beach/Harbor officers will coordinate closely with the **Registration Specialist Officer** to monitor and enforce licensing at both the beach and harbor.
- Continue proactive inspections and vendor checks to ensure compliance with registration.

3. Optimize Resource Allocation

- By having an assigned **Harbor Officer**, other code compliance officers will be able to cover the other areas of the city.
- This will assist in code compliance coverage across residential, commercial, and public areas by redistributing workloads efficiently.

4. Evaluation and Reporting

- Monitor enforcement outcomes, including citations, compliance improvements, and response times.
- Adjust coverage schedules and resource allocation as needed based on seasonal demand and complaint data.

Expected Outcomes:

- Continuous 7-day enforcement presence on the beach and harbor.
- Improved compliance among vendors and livery operators.
- More balanced workload distribution among officers.
- Enhanced public safety and regulatory compliance across all city zones.

ITEM # 2025-1344

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU: Kimberly Kopp, City Attorney

FROM: Larry Jones , City Manager

DATE: November 12, 2025

SUBJECT: 3420 Scenic Hwy 98 - Sea Oats Motel

I. BACKGROUND: Richard Blasbichler, the trustee for 3420 Scenic Hwy 98 (Sea Oats Motel), contacted the City regarding the potential sale of the property for $18 million. Parcel ID: 00-2S-22-0580-000A-0120.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: The City Manager and staff are providing this information to determine if there is any interest in acquiring the property.

IV. RECOMMENDED MOTION: For informational purposes — at the Council's discretion.

Attachments:

1. Sea Oats Motel_email
2. Parcel_Sea Oats Motel

FW: Sea Oats Motel

LJ

Larry Jones
To Sheri Bethea

From: richard blasbichler <blasbichler@hotmail.com>
Sent: Thursday, November 6, 2025 2:50 PM
To: Larry Jones <ljones@cityofdestin.com>
Subject: Sea Oats Motel

You don't often get email from blasbichler@hotmail.com. Learn why this is important

I would like to offer the sale of the Sea Oats Motel (360 feet on the beach) to the city and county for $18 million

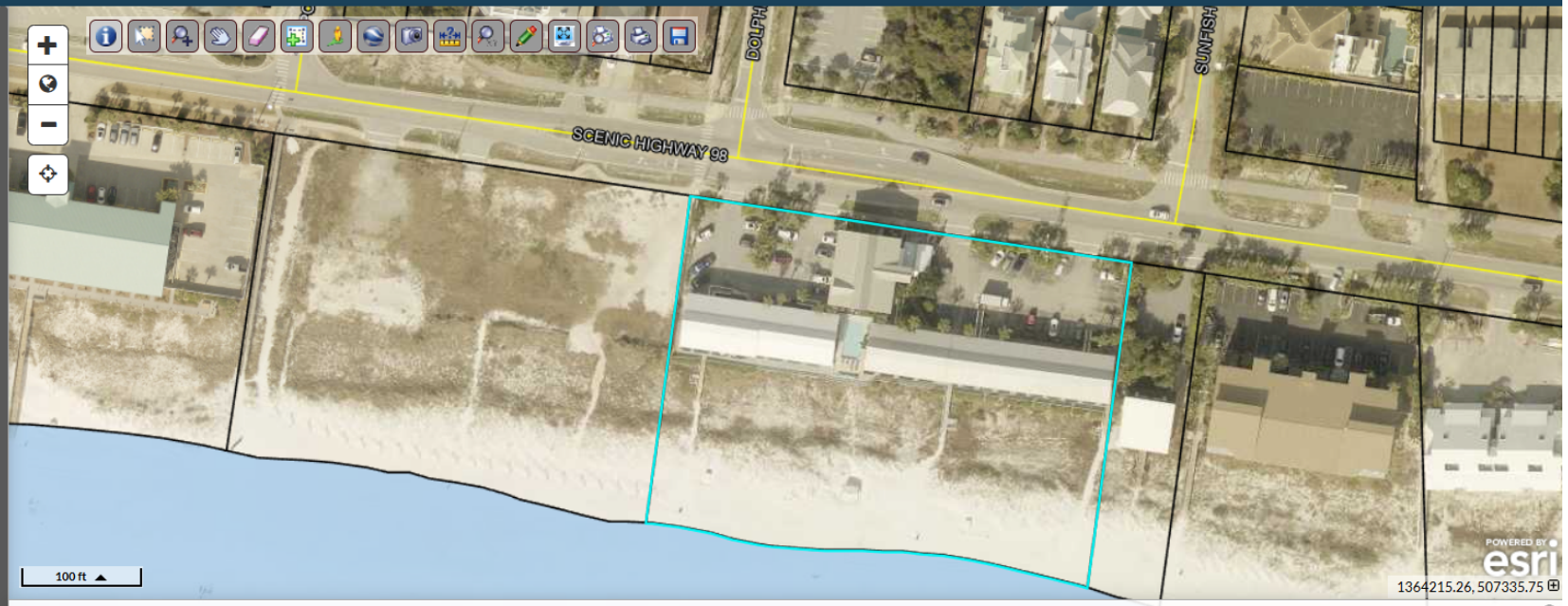
Aerial Map



Okaloosa County Property Appraiser

Log In Search

Map | Search | Tangible Property Search | Sales Search | Sales List | Condo List | Results | Report | Sales Results | Property Type Search | Property Type Results | Tax Estimator | Home | Sketches



Parcel ID	00-2S-22-0580-000A-0120	**Physical Address**	3420 OLD HWY 98	**Land Value**	$6,759,060	**Last 2 Sales**			
Acres (GIS)	2.18		DESTIN	**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Property Class	HOTELS AND MOTELS	**Mailing Address**	BLASBICHLER H D AGREEMENT	**Building Value**	$799,217	6/11/2013	$100	UNQUAL/CORRECTIVE/QCD,TD	U
Taxing District	10		SEA OATS MOTEL	**Misc Value**	$51,851	7/7/2006	0	N/A	U
			944 BAMBI DR	**Just Value**	$7,610,123				
			DESTIN, FL 32541	**Assessed Value**	$7,149,000				
				Exempt Value	$0				
				Taxable Value	$7,149,000				

ITEM # 2025-1279

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Jamie Haynes
Krystal Strickland, Finance Director

DATE: 10/29/2025

SUBJECT: Second reading of Ordinance 25-19-CC - *Am*ending Cha*pter 2 - Administration*, of the Code of Ordinances relating to city membership in the Florida Retirement System (FRS); providing for membership in the FRS for the benefit of city employees.

I. BACKGROUND: 7/21/2025: Councilmember Bagby moved to allow city employees the option to transition from the current thrift savings plan into the Florida Retirement System (FRS) beginning FY26, starting October 1, 2025; seconded by Councilmember Trammell. Motion passed 6-0 (Clouncilmember Schmidt was absent from the meeting).

8/18/2025: In order to proceed with allowing City Employees the option to join Social Security and FRS, staff initiated the FRS join process which requires implementation via ordinance. Staff presented first reading of proposed Ordinance 25-19-CC - Amending Chapter 2 - Administration of the Code of Ordinances relating to city membership in the Florida Retirement System (FRS); providing for membership in FRS for the benefit of City of Destin employees.

Councilmember Bagby moved to approve Ordinance 25-19-CC on first reading, seconded by Councilmember Trammell. The motion failed 2-3 (Council members Bagby and Trammell voted "yes"; Council members Schmidt, Hebert, and Geile voted "no"; Council members Braden and Destin were absent).

9/4/2025: Councilmember Destin made a motion that employees be given authority to vote on whether they would like the Florida Retirement System (FRS) to be offered as an option for their retirement, thus allowing staff to make an informed choice rather than speculating about their preferences. Motion was seconded by Councilmember Trammell and passed 4-3 (Council members Destin, Bagby, Braden, and Trammell voted "yes"; Council member Geile, Hebert, and Schmidt voted "no").

10/6/2025: Staff presented survey results to Council. Motion by Councilmember Braden, seconded by Councilmember Destin, to place on the next city council meeting agenda a "Motion to Rescind" the council's previous action regarding Ordinance 25-19-CC, which authorizes the city to join the Florida Retirement System (FRS). The motion passed 6–1, with Councilmember Schmidt dissenting.

10/20/2025: Motion by Councilmember Braden, seconded by Councilmember Trammell, to rescind the council's previous action regarding Ordinance 25-19-CC – Amending Chapter 2: Administration, of the Code of Ordinances relating to city membership in the Florida Retirement System, providing for membership in the Florida Retirement System for the benefit of city employees – passed 4-1, with Councilmember Schmidt dissenting.

11/03/2025: Councilmember Trammell moved to approve proposed Ordinance 25-19-CC on first reading, seconded by Councilmember Bagby. Motion passed 5-1, with Councilmember Schmidt dissenting, and Councilmember Hebert absent from the meeting.

II. DISCUSSION: The City of Destin currently offers retirement benefits through a Thrift Savings Plan (TSP), consisting of a 7.5% employer contribution in lieu of Social Security and up to a 5% employer match when employees contribute to a 457 deferred compensation plan. Vesting for the base contribution is immediate, while the match is subject to a seven-year graduated schedule.

The Florida Retirement System (FRS) is a statewide retirement program available to Florida public employers. Participation requires adoption of an ordinance in accordance with Chapter 121, Florida Statutes, and Florida Administrative Code Rule 60S-1.007.

If Council elects to participate in FRS the transition process involves submitting an application to FRS, completing administrative processing and adoption of the required ordinance, and holding an employee referendum to allow current TSP members to choose whether to join FRS or remain in TSP. Employees joining FRS would begin contributions to both FRS and Social Security upon it's effect6ive date while those remaining in TSP would continue under the current structure without interruption to vesting.

Participation in FRS would change the City's retirement contribution rates and structure, and would place plan administration under the Florida Division of Retirement. All new hires after the join process with FRS is complete will be automatically enrolled in FRS.

A. Link to Strategic Goals / Objectives: Offer livable wages & benefits to attract and maintain high caliber, qualified staff

B. Effect on Budget (EOB): An estimate of the difference between FRS and Thriftplan City expenditures is provided below as an ***annualized*** "worst-case" scenario. The actual impact on budget will depend upon the start date and will also depend upon how many employees choose to change from the Thriftplan to FRS.

PERSONNEL	FRS	ThriftPlan	$ variance	% variance
Wages	$ 7,828,971	$ 7,828,971	$ -	0%
FICA (medicare, social security)	594,234	146,021	448,214	307%
Retirement	1,232,851	970,971	261,880	27%
Insurance (health, dental, disability, workers comp, life...)	1,686,663	1,686,663	-	0%
TOTAL	$ 11,342,719	$ 10,632,625	$ 710,093	7%

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Adoption of Ordinance No. 25-19-CC is required to establish the City's participation in FRS. This action will implement Council's direction to provide employees with the choice to join FRS. As currently written, the FRS participation would commence on January 1, 2026.

IV. RECOMMENDED MOTION: I move to adopt ordinance 25-19-CC on second reading.

Attachments:

1. FRS 25-17-CC KRK Revised 11_3_2025

ORDINANCE NO. 25-19-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 2- ADMINISTRATION, OF THE CODE OF ORDINANCES RELATING TO CITY MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM ("FRS"); PROVIDING FOR MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM ("FRS") FOR THE BENEFIT OF CITY EMPLOYEES; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Destin believes that the attraction and retention of qualified employees best serves the public interest; and

WHEREAS, the City Council desires to extend the benefits of the Florida Retirement System to employees of the City to continue to attract and retain qualified individuals to employment with the City; and

WHEREAS, the City Council desires to extend to the general employees of the City of Destin not excluded by law, the benefits of the Florida Retirement System, on the basis of applicable State laws and amendments thereto, and rules and regulations; and

WHEREAS, the City Council desires to authorize and direct the City Manager to execute agreements thereto with the Department of Management Services, for coverage of said General Employees; providing for withholding from salaries and wages of the General Employees of the City of Destin so covered to be made and paid over as provided by applicable State laws or regulations; providing that said City of Destin shall appropriate and pay over employer's contributions and assessments as provided by applicable State laws or regulations; providing that said City of Destin shall keep records and make reports as required by applicable State laws or regulations; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice; and

WHEREAS, the City Council has determined that this Ordinance is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin, Florida as follows:

Section 1. It is hereby declared to be the policy and purpose of the City of Destin Florida that all its General Employees except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible General Employees shall be compulsory members of the Florida Retirement System as of the effective date of participation in

the Florida Retirement System so stated herein.

Section 2. The City Manager is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the General Employees of this City of Destin as provided by Section 1 & 2 hereof, which agreement shall provide for such methods of administration of the plan by said City of Destin as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for serviced performed on and after January 1, 2026.

Section 3. Withholding from salaries, wages, or other compensation of the General Employees for the purpose provided in Section 1 hereof are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from the City's general fund, such amounts and at such times as may be required to pay promptly the contributions and assessments required of the City of Destin, Florida, as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 5. The City of Destin, Florida, shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 6. The City of Destin, Florida, does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all General Employees of its departments and agencies to be covered under the agreement.

Section 7. The City Manager (or City Manager's designee) of the City of Destin, Florida, is hereby designated the custodian of all sums withheld from the compensation of employees authorized herein and of the appropriated funds for the employer's contributions as provided in Section 5 hereof. Also, the City Manager (or City Manager's designee) is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this ordinance.

Section 8. The City Clerk is directed to forward a copy of this Ordinance fully executed as in original, duly attested by the Secretary, be furnished to the Administrator of the Florida Retirement System.

Section 9. Language in this Section 9 of this Ordinance that is <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code of Ordinances that have been skipped and remain unchanged.

***

CHAPTER 2 – ADMINISTRATION

***

Sec. 2-3. – Participation in Florida Retirement System.

The City of Destin will participate in the Florida Retirement System effective January 1, 2026.

***

Section 10. INCORPORATION INTO THE CODE OF ORDINANCES. Section 9 of this ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 11. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

Section 12. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 13. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ___DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

First Reading: November 3, 2025
Second Reading:

ITEM # 2025-1280

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: November 12, 2025

SUBJECT: First reading of Ordinance 25-17-LC - Relating to platting, requiring administrative review, processing, and approval of plats pursuant to Chapter 177, Florida Statutes.

I. BACKGROUND: On June 20, 2025, Governor DeSantis approved Senate Bill 784, which amended section 177.091, Florida Statutes, effective July 1, 2025. The new law requires that counties/municipalities administratively approve plat (or replat) submittals which comply with section 177.091, Florida Statues without requiring separate/additional City Council.

II. DISCUSSION: Staff has provided the draft ordinance for the Local Planning Agency's (LPA) review, with the goal of updating the City's Land Development Code (LDC), specifically the Platting requirements section, to comply with the newly effective Senate Bill 784.

To comply with the adopted legislation, the draft ordinance will provide the following changes to the LDC:

- Creating a process for administrative approval, provided the plat complies with s. 177.091. This would remove the requirement for any plats (or replats) to go before City Council, or any other board/committee, for approval.
- Upon receipt of a platting application, Staff must provide the applicant with a letter within seven (7) days, acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes. Staff must approve, approve with conditions, or deny the application within the timeframe provided in the initial letter.
- If the platting application involves development, the applicant shall provide Staff with a

copy of the development plans. These plans would illustrate specifications for drainage, streets, and any other applicable improvements.
- Once recorded, the applicant would provide Staff with a digital recorded copy, rather than the currently required mylar copies.
- Removal of unnecessary existing verbiage.

The proposed changes would bring the City's LDC in compliance with the newly adopted Senate Bill 784.

A. Link to Strategic Goals / Objectives: III. Economic development and revitalization
IV. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): This ordinance will not have any effect on the City budget.

C. Level of Service (LOS): This ordinance will not have any effect on the City's LOS.

D. Legislative Sponsor: N/A

E. Business Impact Statement: This ordinance will not have a negative impact on businesses throughout the City. Rather, it increases review efficiency and ideally reduces time spent in the application process, provided that the plat complies with the applicable state statutes.

III. CONCLUSION: The subject ordinance revises the City's LDC with the goal of being in compliance with the newly adopted amendments to state law.

LPA Recommendation:
At the regularly scheduled Local Planning Agency (LPA) meeting on Thursday, November 6, 2025, the LPA reviewed the subject ordinance and unanimously recommended City Council approval, 6-0.

IV. RECOMMENDED MOTION: I move that the City Council approve proposed Ordinance 25-17-LC.

Attachments:

1. 2. SB 784
2. Ordinance 25-17-LC

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4) ~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

ORDINANCE 25-17-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO PLATTING; REQUIRING ADMINISTRATIVE REVIEW, PROCESSING, AND APPROVAL OF PLATS PURSUANT TO CHAPTER 177, FLORIDA STATUTES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 386, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Florida law provides that a "plat" is a map or delineated representation of the subdivision of lands; and

WHEREAS, generally, platting is required whenever a developer wishes to subdivide a large piece of property into smaller parcels and tracts, which become the residential lots, streets, and parks of a new residential subdivision; and

WHEREAS, Senate Bill 784 has become law in Florida effective July 1, 2025, and requires that a plat or replat submitted under this part must be administratively approved with no further action or approval by the City Council if the plat or replat complies with the requirements of s. 177.091; and

WHEREAS, pursuant to state law, the City Council must designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat; and

WHEREAS, SB 784 requires that the City provide written notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes; and

WHEREAS, SB 784 provides that a denial must be accompanied by an explanation of why the submittal was denied, specifically citing unmet requirements; and

WHEREAS, SB 784 prohibits the City from requesting or requiring an extension of time; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. AMENDING ARTICLE II OF THE LAND DEVELOPMENT CODE, "ADMINISTRATION."

Article II of the Land Development Code is hereby amended as follows:

***

ARTICLE II. - ADMINISTRATION

***

2.19.00. Procedures for subdivision or resubdivision of land.

2.19.01. *Generally.*

A. ~~These regulations shall be administered by the community development and engineering departments. It is the responsibility of such community development and engineering departments to carry out the provisions of this section and make recommendations as to the suitability of proposed subdivisions.~~ The administrative authority to receive, review, and process plat or replat submittals shall be the City Manager or City Manager's designee. The City Manager or City Manager's designee is responsible for approving, approving with conditions, or denying the proposed plat or replat.

B. Except as provided by Section 7.08.08, no person shall divide any parcel of property into two or more parcels without complying with the provisions of this section.

2.19.02. *Reserved*. ~~*Preliminary approval.*~~

~~A. Preliminary approval is not required. However, the developer is encouraged to request preliminary approval whenever the developer is not certain that the proposed subdivision will meet all requirements of applicable laws and regulations. Preliminary submittals shall consist of three copies of drawings or other data indicating the concept of the proposed subdivision. The Community Development Director or designee will return comments, if any, from the Technical Review Committee to the developer.~~

~~B. The public hearing, after the due public notice requirement specified in Section 4.01.00 is fulfilled for any given project when advertised and held in the preliminary approval~~

~~process and any later consideration on preliminary or final approval, may be considered without readvertising under old business.~~

~~C. Upon preliminary approval the developer may proceed with producing the required documents and request final approval.~~

~~D. If the proposed subdivision is disapproved upon consideration for preliminary approval, before further consideration the developer must resubmit his plans as a completely new design indicating substantial differences from the disapproved design.~~

2.19.03. ~~*Final*~~ *Plat approval process.*

A. ~~*Final plat requirements.*~~ *Plat application requirements.* The developer shall submit to the community development department ~~three copies of the mylar~~ one physical ~~copy or other reproducible drawing~~ of the ~~final~~ plat as prescribed by F.S. § 177.071, size 24 inches by 36 inches, duly signed as required.

~~B. *Construction drawings.* The developer shall submit to the community development department three copies of the final construction drawings conforming to the requirements set forth in Section 7.08.00 including specifications for drainage, streets and other improvements, and applicable laws and regulations. Final drawings and specifications shall be prepared, signed, dated and sealed by a professional engineer registered in the State of Florida. One copy of the final drawings will be returned to the developer.~~ Upon receipt of a plat application submittal, the City shall provide written notice in response to the submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes. Requirements of the plat approval process may include, but are not limited to approvals by the Community Development Department, City Engineer, Destin Water Users, and the Destin Fire Department.

C. ~~*Other approvals.* Approvals by the City Engineer, Destin Water Users, Inc., and the Destin Fire Department are required. Approvals by other concerned agencies may be required.~~ The City Manager or City Manager's designee must approve, approve with conditions, or deny the submittal within the timeframe identified in the initial written notice. Denial must be accompanied by an explanation citing unmet requirements. The City may not request or require the applicant to file a written extension of time, but may grant an extension of time requested by the applicant.

D. A plat or replat submitted under this part must be administratively approved if the plat or replat complies with the requirements of section 177.091, Florida Statues.

~~*Final action by City Council.* Where proposed major development includes the subdivision or resubdivision of land and the dedication of right-of-way, final approval of such subdivision or resubdivision shall be made by the City Council in accordance with this Code and general law. Upon receiving the recommendation of the technical review committee, the City Council will consider the subdivision for approval.~~

E. *Development Plans.* The developer shall submit to the community development department, simultaneously with its plat application, a copy of the development plan

conforming to the requirements set forth in Section 7.08.00 including specifications for drainage, streets and other improvements, and applicable laws and regulations. Final drawings and specifications shall be prepared, signed, dated and sealed by a professional engineer registered in the State of Florida.

F. *Recording plats.* If approved, t~~T~~he plat will then be submitted by the developer to the office of the clerk of court for recording. After recording, one recorded digital copy (size 24 inches by 36 inches) ~~two paper copies of the recorded copy (size 24 inches by 36 inches), two reduced paper copies of the recorded copy (size 11 inches by 17 inches)~~ and one copy of the recorded homeowners association documents, if applicable, shall be filed with the community development department within ten days.

G. *Disapproval.* If the proposed subdivision is disapproved, upon final consideration, before further consideration, the developer must resubmit his plans as a completely new design indicating substantial differences from the disapproved design.

2.19.04. Reserved. ~~*Minor replats/minor subdivisions.* Where development involves a minor replat or minor subdivision as defined in Article 3, the City may issue a construction permit without requiring a final development order. However, City approval of the minor replat or minor subdivision is required prior to the issuance of a construction permit. Minor replats or minor subdivisions do not follow the procedures outlined in Sections 2.19.02 or 2.19.03, but rather follow the procedures outlined in this subsection only.~~

~~A. Submittals consisting of an application and supporting documentation (agent affidavit, proof of ownership, etc…) three copies of drawings and other data indicating the concept of the proposed subdivision shall be delivered to the Community Development Department. The City Manager or designee will return comments, if any, to the developer.~~

~~B. Prior to approval of a minor replat or minor subdivision by the City Manager or designee, the following standards shall be met:~~

~~1. Each proposed lot must conform to the requirements of this Code,adopted ordinances of the City, and those standards specified by F.S. chapter 177.~~

~~2. If any lot abuts a street right-of-way that does not conform to the design specifications provided in this Code, the owner may be required to dedicate one-half the right-of-way width necessary to meet the minimum design requirements.~~

~~C. In the case of minor replats/minor subdivisions which involve a total of three or fewer lots, one single-family residential structure shall be permitted on each lot as a matter of right, provided the minimum lot size, dimension, and setback requirements of this Code are met.~~

~~D. After receiving City approval, the developer is required to record the minor replat or minor subdivision in the official county records at no expense to the City. After recording, one recorded mylar copy (size 24 inches by 36 inches), two paper copies of the recorded copy (size 24 inches by 36 inches), two reduced paper copies of the recorded copy (size 11 inches by 17 inches) and one copy of the recorded homeowners~~

~~association documents, if applicable, shall be filed with the Community Development Department within ten days.~~

~~E. If the proposed subdivision is disapproved, upon final consideration, before further consideration, the developer must resubmit his plans as a completely new design indicating substantial differences from the disapproved design.~~

2.19.05. *Lot splits.* ~~The Community Development Director may grant waivers from the platting requirements of this chapter for divisions of land that constitute a lot split.~~

A. For purposes of this section, the term "lot split" shall mean a division of a tract of land or lot that will result in either a lot line adjustment between two platted lots or tracts of land or the creation of exactly one (1) additional lot or tract of land provided the following conditions are met:

1. The lot ~~or tract of land~~ to be split is a previously platted lot or legal description of record.

2. Each lot ~~or tract of land~~ hereunder shall abut a public or approved private street, unless perpetual cross-access easements already exist on the lot to be split or are determined not to be necessary, or, if necessary, are provided by separate instrument.

3. The lot split shall ~~in every respect~~ meet the criteria ~~established elsewhere~~ in ~~this chapter and~~ the City Land Development Code ~~for the category of zoning and other relevant Codes under which the property is zoned~~.

B. Every lot split shall be processed in the following manner:

1. ~~An application form provided by the community development department shall be completed and filed with the department~~ Formal application to the community development department, accompanied with the following:

a) ~~An~~ Application fee ~~approved by the city council by resolution~~;

b) ~~Three paper copies~~ One digital copy of the proposed lot split;

c) A statement ~~indicating whether~~ that no new streets, water, sewer, drainage structures, or other infrastructure are required off-site to provide sufficient access and services to the subject land; and

d) Legal descriptions and acreage of the two proposed lots or tracts of land and a scaled drawing showing the intended division and all structures shall be prepared by a ~~duly~~ licensed land surveyor registered in the state. ~~If a lot or tract of land contains any principal or accessory structures, a survey showing the structures on the lot or tract of land shall accompany the application.~~

2. Upon approval of the lot split by ~~determination of~~ the Community Development Director, the determination shall be duly recorded in the public records of Okaloosa County and recorded on the appropriate city maps and documents.

C. No further division of an approved lot split is permitted under this section, unless a plat is prepared and approved in accordance with this chapter.

D. The Community Development Director may grant waivers from the platting requirements of this chapter for divisions of land that constitute a lot split.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ___DAY OF _____, 2025.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

_____
Rey Bailey, City Clerk

First Reading: _____
Second Reading: _____

ITEM # 2025-1281

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Larry Jones , City Manager
Kimberly Kopp, City Attorney

FROM: Steve O'Connor, Deputy Community Development Director
David Prichard, Community Development Director

DATE: November 12, 2025

SUBJECT: First reading of Ordinance 25-23-LC - Deleting Article 1, "*General Provisions/Legal"* of the Land Development Code to remove and replace the existing Article 1 in its entirety, providing for title, jurisdiction and intent, containing regulations related to vested rights, code compliance and enforcement.

I. BACKGROUND:

On April 5, 2021, City Council unanimously approved the scope of work and budget to completely rewrite the Land Development Code (LDC). Since then, staff and consultants from 3TP Ventures, have diligently advanced the project through comprehensive review and drafting. Major activities included:

- **Review of Comprehensive Plan Policies**
- **Developing Planning Areas and their associated Intent Statements**
- **Review of the LDC text chapter by chapter**

Following extensive internal and public review since early 2023, the final staff draft of Article 1 was presented to the City Council at its workshop on September 23, 2024. Public comments and recommendations from the Local Planning Agency (LPA) and other boards have been incorporated. Staff used the discussion and guidance provided at the Council workshop and incorporated changes. Further refinements were made based on re-reviews by new incoming staff, and the LPA's recommendation of approval for Article 1 at their November 6, 2025 meeting.

II. DISCUSSION:

What to expect in the New LDC: Staff and 3TP Ventures have worked collaboratively to

modernize and simplify the LDC. The updated code emphasizes clearer language, improved organization, and streamlined processes. The most notable improvements include revisions to language, format, organization, and consolidation.

Draft of ***Article 1 – General Provisions/Legal*** has now been available for public review since March 6, 2023. The drafts have gone through several review iterations with community development staff, several other departments and the City's land use attorney, and public review and discussion at several LPA meetings. Review criteria were based on the new LDC's purpose and intent, feedback from the LPA and other boards or committees, and for compliance with the City's adopted comprehensive plan and state statutes. Below is a brief synopsis of what to expect from the draft language of Article 1.

Article 1 – General Provisions/Legal establishes the City of Destin's authority to develop and enforce the LDC among other statutory powers and legal requirements. Furthermore, ***Section 1.05.05 Exception for Vested Rights*** and ***Section 1.06.04 Violations, Penalties and Attorney's Fees*** have been added to Article 1 to provide clarity, ease of reference, and further condense the LDC into organized and focused articles.

Language: The rewrite simplifies the LDC language for clarity, ideally allowing users to easily understand requirements without legal or staff interpretation.

Format: The revised LDC eliminates lengthy, dense paragraphs and introduces clearer headings, bookmarks, and hyperlinks for online navigation. Graphics are used where appropriate to visually represent regulations and minimum standards.

Organization: The new structure addresses one of the main challenges of the current LDC—difficulty locating specific regulations.

Consolidation: The LDC rewrite also consolidates twenty (20) current LDC Articles into eleven (11), accompanied by a new design manual. This streamline includes relocating certain regulations from the LDC to the Code of Ordinances (CoO) where more appropriate. For example, post-development regulations in Section 11.05.00 (Marina Siting). It also removes redundancies, such as Article 20 – Building Regulations, which belongs in the CoO.

A. Link to Strategic Goals / Objectives: #2. A green and sustainable environment
#3. Improve mobility and connectivity
#4. Enhanced quality of life and safety for families
#5. Economic development and revitalization
#6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement: ***City of Destin Business Impact Statement – Ord 25-23-LC***

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the

following information:

1. Summary of the proposed ordinance:
   Ord. 25-23-LC repeals and replaces Article 1 - Legal of the current Land Development Code (LD) for the City of Destin. It provides updates to the City's legal powers for enacting and amending its LDC, its purpose, vested rights, enforcement, and conflict of language or other regulations.
2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
   There is no expected direct economic impact of the proposed ordinance on private, for-profit businesses within the City of Destin as the City currently has an adopted LDC with legal provisions.
3. Estimate of direct compliance costs that businesses may reasonably incur:
   There are no direct compliance costs related with the adoption of this proposed ordinance.
4. Any new charge or fee imposed by the proposed ordinance:
   There are no new fees imposed by the adoption of this proposed ordinance
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
   There is no regulatory cost associated with the adoption of this proposed ordinance.
6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   Any business, existing or future will be regulated by the proposed ordinance as well as any amendments to the Land Development Code in the future.

III. CONCLUSION: Approval of Article 1 - General Provisions/Legal will establish the presented version as the new Article 1 of the Land Development Code, at a date yet to be determined.

LPA Recommendation:
At the regularly scheduled Local Planning Agency (LPA) meeting on Thursday, November 6, 2025, the LPA reviewed the subject ordinance and unanimously recommended City Council approval, 6-0.

IV. RECOMMENDED MOTION:
I move that the City Council approve Ordinance 25-23-LC as presented.

ALTERNATIVE MOTION:
I move that the City Council approve Ordinance 25-23-LC, with the changes discussed.

Attachments:

1. Article 1 General Provisions-Legal - FINAL DRAFT - 11.25
2. ORDINANCE 25-23-LC

11_6_2025

3. City Council Minutes 09-23-2024 Workshop

EXHIBIT "A"

City of Destin, FL - Land Development Code

ARTICLE 1 - GENERAL PROVISIONS/LEGAL

SECTION 1.01 CONSISTENCY WITH STATE LAW

The Florida Legislature has enacted the "Community Planning Act," (section 163.3161, Fla. Stat., et seq.), which mandates that cities and counties adopt comprehensive plans and land development regulations to guide and manage future development.

The City Council of the City of Destin adopted a Comprehensive Plan pursuant to State law, which plan has been amended from time to time in accordance with State law.

The City Council of the City of Destin adopted land development regulations, as required by State law to implement the comprehensive plan.

Section 163.3194(1)(b), Fla. Stat. requires that land development regulations be consistent with the comprehensive plan and F.S. § 163.3202 details the minimum requirements for content of the city's land development regulations.

The City Council of the City of Destin determined that the adopted land development regulations contained within this Code are necessary to protect the public health, safety, general welfare, natural environment and economic vitality of the city.

The code (LDC) is developed pursuant to Chapter 163, Florida Statutes, and is consistent with the City's Comprehensive Plan, the City Charter and the general powers provided local government in Chapter 166, Florida Statutes.

SECTION 1.02. TITLE

This Code shall be known as the "Destin Land Development Code" and may be referred to also as the "Code" or "LDC" and cited as such.

SECTION 1.03. JURISDICTION

The lands subject to this Code shall include all areas within the corporate limits of the City of Destin (and, as applicable, any areas to which the City provides municipal services).

SECTION 1.04. INTENT

This Code provides public policy mechanisms and regulations for growth management (development and redevelopment) in order to serve the residents and property owners of Destin and maintain and improve the quality of life for all citizens of the city. This Code is intended to implement the Destin comprehensive plan and, toward that end, is to be construed liberally in favor of the goals, objectives and policies of the plan.

SECTION 1.05. APPLICABILITY

The provisions of this Code apply to all development in Destin. All development undertaken, and all actions taken in regard to development orders must be consistent with the City's adopted Comprehensive Plan and these land development regulations. Provided these regulations remain consistent with the City's Comprehensive Plan, these regulations take precedence over any other ordinance, resolution or

FINAL DRAFT

procedure affecting land use and no development may be undertaken without prior authorization pursuant to this Code.

SECTION 1.05.01 EXCEPTION FOR VESTED RIGHTS

A. Presumptive Vested Rights Permit: Possession by a property owner of a valid unexpired final plat or final engineering plans approved by the city shall presumptively vest the development approved if:
   1. Such plat or plans were approved prior to the plan adoption date; and
   2. Physical development pursuant to the plat or plans has commenced and is continuing in good faith.
   3. Verification of the above requirements shall be made by the City Council and a written statement of verification shall be included in a written order approved by the City Council and signed by the Mayor, if it approves a presumptive vested rights special use permit in reliance thereon.

B. Common law vested rights.
   1. Applicants who do not qualify for a presumptive vested rights special use permit shall be entitled to a common law vested rights special use permit if they can prove the following:
      a. Prior to the plan adoption date, there was a valid, unexpired act or omission of a government agency upon which the applicant relied; and
      b. The applicant's reliance was reasonable and in good faith; and
      c. The applicant, in reliance upon the valid, unexpired act of government, has made a substantial change in position or has incurred extensive obligations or expenses; and
      d. It would be inequitable, unjust or fundamentally unfair to destroy the rights acquired by the applicant by means of the government's act or omission.
   2. The purchase of property in reliance on then existing zoning, without more, shall not vest the purchaser's right to develop in accordance with said zoning.
   3. The following are not considered development expenditures or obligations in and of themselves, without more, unless the applicant was unable to obtain further approvals because of extraordinary delays beyond the applicant's control.
      a. Expenditures for legal and other professional services that are not related to the design or construction of improvements;
      b. Taxes paid;
      c. Expenditures for initial acquisition of the land.

SECTION 1.06. COMPLIANCE WITH THE LAND DEVELOPMENT CODE AND VIOLATIONS

SECTION 1.06.01 PURPOSE

A. Enforcement of the provisions of this Code shall be pursued in order to provide for its effective administration, to ensure compliance with any condition of development approval, to promote the City's planning efforts, and to protect the public health, safety and general welfare of the City and its residents.

SECTION 1.06.02 GENERAL

EXHIBIT "A"

City of Destin, FL - Land Development Code

A. Whenever in this code, or in any ordinance or resolution of the city, or rule, regulation or order promulgated by any officer or agency of the city under authority duly vested in them of it, any act is prohibited or is declared to be unlawful, or the doing of any act is required or the failure to do any act is declared unlawful, and no specific penalty is provided for the violation thereof, the violation of any such provision of this code or any such ordinance, resolution, rule, regulation or order shall be punished by a fine of not more than five hundred dollars ($500.00). Each day any violation of any of the provisions of this code or any such ordinance, resolution, rule, regulation or order shall continue, and shall constitute a separate offense.

SECTION 1.06.03 RESPONSIBILITY

A. The regulations of this Code, and any conditions of development approval which have been imposed thereunder, may be enforced by the City Manager or designee.
B. Any structure or use which is established, operated, erected, moved, altered, enlarged, or maintained contrary to the provisions of this Code shall be subject to the remedies and penalties set forth in this Article. Any development application, building permit, other application may be denied for failure to comply with this Code, including any condition or standard imposed on any application granted under this Code.

SECTION 1.06.04 VIOLATIONS, PENALTIES, AND ATTORNEY'S FEES

A. Any person, firm, corporation or agent who shall violate any provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be punishable per this Section. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued.
B. In addition to the penalties herein provided, any condition caused or permitted to exist in violation of any of the provisions of this Code or any such ordinance, resolution, rule, regulation or order shall be deemed a public nuisance and may be abated by the city as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.
C. In addition to and supplemental to any other provision of this Code, the city shall be entitled, as a prevailing party, to recover reasonable attorneys' fees and costs incurred in any legal proceeding brought by the city to enforce any provision of this Code through all appellate proceedings.
D. If the City's Code Compliance Department or any law enforcement agency enforces this Code, then any person violating any provision of this Code may be punished as follows:
    1. First offense: A written warning notifying the offender that further violations will result in fines and potential imprisonment.
    2. Second offense: By a fine of one hundred dollars ($100.00).
    3. Third offense: By a fine of two hundred and fifty dollars ($250.00).
    4. Fourth offense or four or more violations occurring within any six (6) months period: Misdemeanor of the second degree punishable by a fine of no more than five hundred dollars ($500.00) or a sentence of not more than sixty (60) days in jail, or both.

FINAL DRAFT

SECTION 1.07 CONFLICTING ORDINANCES, PLANS, REGULATIONS, OR OTHER LANGUAGE

Should the requirements of this Code conflict with those of any other regulation or ordinance of the city, the regulation or ordinance requiring the higher standard shall prevail. In their interpretation and application, the provisions of this Code shall be held to be minimum requirements. Nothing in this section shall be construed to authorize development that is inconsistent with the City's Comprehensive Plan.

SECTION 1.08 ABROGATION

This Code is not intended to repeal, abrogate or interfere with any existing easements, covenants or deed restrictions duly recorded in the public records of the City or Okaloosa County.

SECTION 1.09 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, or phrase of this Code is for any reason held by any court of competent jurisdiction to be unconstitutional or otherwise invalid, the validity of the remaining portions of this Code shall continue in full force and effect.

ORDINANCE NO. 25-23-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING ARTICLE 1, "GENERAL PROVISIONS/LEGAL" OF THE LAND DEVELOPMENT CODE TO REMOVE AND REPLACE THE EXISTING ARTICLE 1 IN ITS ENTIRETY; PROVIDING FOR TITLE, JURISDICTION AND INTENT; CONTAINING REGULATIONS RELATED TO VESTED RIGHTS, CODE COMPLIANCE AND ENFORCEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, a comprehensive review of the entire Land Development Code has not taken place in some time; and

WHEREAS, the City Council has a goal of updating the Land Development Code to promote consistency with the latest state and federal laws, as well as best practices for land development in Florida; and

WHEREAS, the City Council has undertaken an effort to rewrite portions of its Land Development Code ("LDC") to improve usability, implement missing elements of the Comprehensive Plan, and modernize development standards; and

WHEREAS, the City Council desires to clean up items in the LDC related to inconsistencies in the existing code, problems identified in the course of everyday implementation, or items that were missing or outdated due to changes in the City's practices or development

typologies; and

WHEREAS, the City Council endeavors to modernize the LDC by addressing items that will result in structural improvements to the LDC or areas where best practices have changed significantly since the relevant regulations were last updated; and

WHEREAS, the City Council desires to improve areas of development and land use that are insufficiently addressed by the current code; and

WHEREAS, the City Council desires to maintain the quality of life for City residents by protecting environmental resources, protecting existing neighborhoods, and protecting wildlife areas and natural amenities; and

WHEREAS, the City Council seeks to discourage sprawl development and provide guidance for infill development; and

WHEREAS, the City Council retained 3TP Ventures as a consultant to assist City staff with a comprehensive rewrite of the Land Development Code ("LDC"); and

WHEREAS, City Staff has presented various versions of Article 1 of the LDC to the City's Land Planning Agency and incorporated recommendations from the LPA into the proposed Article 1; and

WHEREAS, City Staff has held multiple workshops before the City Council and incorporated policies discussed at the City Council workshops into the proposed LDC; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, this Ordinance 25-23-LC deletes and replaces in its entirety the existing Article 1 of the City Land Development Code entitled "GENERAL PROVISIONS/LEGAL"; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on November 6, 2025, for the purpose of providing recommendations to the City Council with regard to this Ordinance 25-23-LC, and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. Article I of the City of Destin Land Development Code, entitled "GENERAL PROVISIONS/LEGAL" is deleted in its entirety and replaced with the new Article 1 set forth in Exhibit "A" to this Ordinance, attached hereto and fully incorporated herein by this reference. Exhibit "A" to this Ordinance constitutes Article 1 of the City of Destin's Land Development Code as of the Effective Date of this Ordinance.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

(Signature Page Follows)

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective on October 1, 2026, provided it is adopted by the City Council and signed by the Mayor prior to October 1, 2026.

ADOPTED THIS ___DAY OF _____, 2026.

By:

_____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading:
Second Reading:

MINUTES
WORKSHOP
DESTIN CITY COUNCIL
SEPTEMBER 23, 2024
ANNEX COUNCIL CHAMBERS
5:30 PM

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Jim Bagby
Councilmember Kevin Schmidt
Councilmember Dewey Destin
Councilmember Terésa Hebert

City of Destin Staff

Interim City Manager Larry Jones
Community Development Director Tina Deater
Projects/Grants/Contract Manager Jeffrey Cozadd
Senior Planner Daniel Butler
Planner Jesse Hernandez
City Attorney Kyle Bauman
City Clerk Rey Bailey
Finance Director Krystal Strickland
Principal Planner Steve O'Connor
Planner Sheri Burney
Planner Ashley Dominguez

PUBLIC COMMENTS:

Ms. Monica Wallis, representing Destin Water Users, informed the council of a few minor issues related to utilities and Article II of the Land Development Code, specifically involving the right-of-way permit and the TRC (Technical Review Committee) process. She noted that these were likely minor errors, such as typographical mistakes, and overall, the document looked good.

WORKSHOP

A. **Article 1: General Provisions/Legal**
B. **Article 2: Administration**

The city's Principal Planner Steve O'Connor provided an overview of proposed updates to Articles 1 and 2 in the city's Land Development Code (LDC).

Article 1 will retain most of its current provisions but will incorporate elements from the existing Article 2, specifically vested rights. Additionally, a new citation authority will be added, clarifying the city's power to cite and enforce the updated LDC.

Article 2 will retain its core elements and integrate portions from the current Article 4, such as noticing requirements, public involvement protocols, and boards and committees' procedures. Two major changes in Article 2 include:

Special Event Process: A new formal process will address special events, an area currently lacking procedural guidelines. This change was spurred by recent challenges involving unregulated events, such as a church carnival, which had to be managed under a temporary "change of use" process.

Certificate of Appropriateness: Previously combined with conditional use and historical district provisions in Article 4, the certificate of appropriateness will now have a distinct process to streamline historic district regulations.

Additionally, Mr. O'Connor outlined a formalized process for special exceptions, particularly for dual-zoned properties. This process, reviewed by the Board of Adjustment, allows for boundary adjustments of up to 50 feet between zones as needed. Updates also include new PUD (Planned Unit Development) regulations and enhancements in address assignment practices.

Language and Format Enhancements: The revised LDC aims to be more accessible by reducing legal jargon, reformatting to improve readability, and ensuring clear references for each section and subsection. Unlike the previous code, which often lacked clarity, the new structure includes explicit section references to reduce confusion. Additionally, the updated LDC incorporates more graphics, like flowcharts, to visually represent procedural steps, enhancing overall user comprehension.

Planned Unit Development (PUD) Regulation Changes: Current PUD guidelines allow broad flexibility, permitting developers to request variances on any aspect of the LDC, subject only to City Council approval. This lack of restriction creates an environment where developers may bypass standard regulations with little oversight or criteria, leading to inconsistent applications of the code.

The proposed updates to the PUD regulations introduce stricter requirements, enhancing City Council's and staff's control over PUD applications. Key changes include:

- **Minimum Land Size**: A specified minimum land area is required to apply for a PUD.
- **Scope of Requests**: Clear limitations on the types of variances developers can request within a PUD.
- **Public Benefit Requirement**: Developers must fulfill a public benefit criterion based on a new point system. Each PUD must accumulate at least five points from predefined strategies and objectives in the updated regulations, ensuring each PUD contributes positively to the community.
- **Point System Rules**: Points are structured to prevent over-reliance on any single strategy within a specific objective, ensuring balanced and meaningful contributions.

DISCUSSION:

A detailed discussion focused on updates to the PUD process, centering on proposed regulations in Section 207. Mr O'Connor highlighted that the updated section is designed to enhance the city's control over PUD applications, mandating minimum land sizes based on planning areas to restrict smaller parcels from applying for PUDs. He cited the need for

substantial land to ensure that PUDs deliver significant public benefits, pointing to newly established minimum land requirements that vary by area. For example, the Town Center and Gulf Resort areas require a minimum of five acres.

Councilmember Bagby expressed concerns about some minimum lot sizes, particularly in high-density areas like the Harbor planning area, where the minimum size is set at 0.5 acres. He emphasized that small parcels lack the capacity to offer meaningful public benefits, particularly given the PUD's aim to allow exceptions from standard zoning rules in exchange for substantial community benefits. Councilmember Destin also questioned the value of allowing PUDs for small lots, observing that such allowances could undermine the PUD process if exceptions are granted to developers without ample space to provide robust public benefits.

The council members discussed increasing minimum acreage requirements, suggesting a threshold of 5 acres across the board and proposing even higher minimums for specific commercial hubs. Councilmember Destin supported this adjustment, advocating for higher standards to ensure PUD projects make significant contributions to the city's infrastructure and recreational offerings, rather than allowing developers to avoid standard zoning rules on smaller parcels.

Regarding the public benefits required of PUD projects, Mr. O'Connor noted that developments in certain zones, such as Town Center Mixed-Use areas, must provide affordable housing, designating at least 20% of units at an affordability level of 80% of the Area Median Income (AMI). Councilmember Bagby inquired about the specificity of the AMI standard, suggesting it could be narrowed by ZIP code for greater relevance, to which the city attorney confirmed legality. Mr. O'Connor clarified that the PUD's objectives, particularly around open space and recreational amenities, are designed to demand larger lot sizes to meet goals for accessible community spaces, parking, and potentially community gardens or local food production areas.

Further discussion touched on the inclusion of public spaces as PUD benefits. Council members voiced concerns over the adequacy of such benefits in previous projects, referencing instances where proposed parks or gardens lacked general accessibility, particularly parking, making them less beneficial for the wider community. They emphasized that benefits should be clearly defined to ensure developers provide accessible and meaningful public amenities.

The city attorney reinforced the updates by noting that the new PUD standards are more objective, reducing subjectivity in approvals and ensuring legally defensible standards. Concluding, the council members agreed to pursue further refinement of the acreage requirements and public benefit standards to align with the community's long-term goals, reinforcing that the revised PUD process should prioritize significant, measurable public contributions rather than flexible zoning leniency alone.

Special Event Approval Process: The current code mentions special event approvals in various sections without defining a formal approval process. When applicants propose events that do not align with standard uses, they have typically applied under the temporary change of use process. However, this process often triggers stringent requirements, potentially making it challenging for temporary events to meet current development standards.

The revised code introduces a dedicated special event approval process focused on specific criteria:

- **Event Feasibility**: Evaluation criteria include parking availability, restroom facilities, and other event-specific needs.
- **Conditional Approvals**: The new process gives staff and city council the authority to set conditions on special event approvals when warranted to address site-specific concerns, ensuring events can be managed without imposing undue burdens.

DISCUSSION:

Council members discussed regulations and exemptions for special event permits, focusing on events held by churches and schools, as well as defining thresholds for when special event permits are required. Key issues addressed included the need to balance community impact and regulatory oversight without unnecessarily encumbering routine gatherings at religious and educational institutions.

Mr. O'Connor explained that the current LDC lacked specific guidance for events such as church carnivals, which led staff to seek council review. This proposal aimed to codify a process for assessing special event permits, ensuring that community-impacting events are reviewed without burdening small gatherings.

Councilmember Destin raised concerns over the criteria for requiring special event permits, especially for routine activities like Vacation Bible School, which typically would not require extensive permitting. He suggested creating specific thresholds based on attendance numbers or other criteria, proposing that activities with under 100 attendees might not necessitate a permit.

Councilmember Schmidt echoed the need for clear thresholds, mentioning that large events with hundreds of attendees would likely need regulation due to their impact on traffic and surrounding communities.

The council explored whether certain institutions, like churches and schools, should be exempt from special event permits, unless events reached a size or impact level significant enough to warrant review. It was suggested that while small, routine church events should be exempt, larger-scale events impacting neighborhood traffic and parking should be regulated.

Mr. O'Connor clarified that under the proposed standards, institutions such as schools with large, recurring events (e.g., football games) would not typically trigger special event permitting, as such uses are already included in their development orders.

Councilmember Hebert noted the importance of addressing safety for large gatherings at schools or other high-traffic areas and ensuring coordination with local law enforcement as part of the permit review.

Councilmember Schmidt proposed that attendance numbers and operational hours could be used as criteria to determine when a permit is required. For instance, events expecting more than 100 people per day or continuing beyond 8 p.m. could be subject to special event permits to minimize neighborhood disruption. Council members agreed that these thresholds would allow for common sense in enforcement while preserving community safety and standards. Mr. O'Connor also emphasized that these thresholds would be flexible based on council feedback and could include specific exemptions for regular community activities.

The Council discussed the timing for special event permit applications, with a 90-day advance submission for large events and flexibility for smaller gatherings. Councilmember Bagby raised concerns about ensuring fair enforcement and consistency, especially to prevent applicants from underreporting attendance to bypass stricter review.

Mr. O'Connor assured the council that the current proposal includes mechanisms for enforcement, including citation authority for code violations and the ability to shut down events that exceed approved attendance numbers. He confirmed that enforcement responsibilities would primarily rest with property owners or event coordinators.

Councilmember Bagby questioned the designation of the City Manager's authority in permit approvals, emphasizing the need for a clear hierarchy and accountability in enforcement. Mr. O'Connor clarified that the City Manager could delegate approval authority to the Community Development Director, but significant or impactful decisions could still be referred to the council for final determination.

Mr. O'Connor suggested that organizations hosting regular, recurring events apply for a minor Development Order (DO) amendment rather than repeat special event permits. Examples included car shows at The Palms and weekly beach services, where a standing amendment could simplify compliance and reduce administrative overhead. Council members supported this approach as a practical solution for regular events, reducing the need for repetitive applications and permitting processes.

Addressing noise, Mr. O'Connor confirmed that noise ordinances under Chapter 14, Article 2, would remain in effect. This included restrictions on excessive noise and specific requirements for events involving amplified sound. Council members expressed confidence in this aspect, ensuring consistency in managing noise complaints and public safety.

In summary, the council aligned on the importance of creating clear, fair, and enforceable standards for special events while minimizing unnecessary regulation for routine or smaller gatherings. They emphasized striking a balance between flexibility for the community's regular events and protecting public safety and neighborhood tranquility. Staff committed to refining the criteria based on council guidance and ensuring that both the permitting process and enforcement actions are reasonable and effective.

Next, Mr. O'Connor provided an update on the review process for major subdivisions and related developmental projects. He presented that the Local Planning Agency (LPA) recommended major subdivisions undergo LPA review as a preliminary advisory step rather than proceeding directly to the city council. This would enable a structured pathway where the LPA acts as a recommending body, allowing the city council to make final approvals after an initial review by the LPA. Council members generally agreed, noting this structure would avoid potential delays if projects needed substantial revisions following council review.

Harbor and Waterways Board Review

A comprehensive discussion unfolded regarding the Harbor and Waterways Board's review process for marine construction projects. Mr. O'Connor outlined three distinct project categories, each with varying requirements:

1. **Category 1**: Primarily residential dock projects that meet state-level self-certification. These would proceed directly to marine construction permitting without needing Harbor and Waterways Board review.

2. **Category 2**: Includes residential docks requiring more oversight (three to nine slips) or seawalls not qualifying for exemption, which would necessitate review by the Harbor and Waterways Board and would then proceed to the city council as part of the consent agenda.

3. **Category 3**: Covers non-residential and multifamily marine developments or residential slips with ten or more slips, requiring both Harbor and Waterways Board and city council public meetings.

Council members discussed potential complexities with seagrass and state permits, questioning how these environmental factors might impact projects under these categories. Mr. O'Connor noted that any non-self-certifiable project involving state-regulated marine areas would likely fall under Category 2, demanding Harbor and Waterways Board review.

Simplifying the Public Notice Process

Several council members voiced support for standardizing public notice timeframes to simplify administration and enhance public accessibility. They noted inconsistencies in current notice requirements, which span from 24-hour to 21-day advance notices based on project type and medium (newspapers, websites, or physical postings).

Mr. O'Connor explained that the range in timing was partly to prevent excessively early notices (e.g., six months in advance), which may reduce public awareness by meeting only minimum notice standards close to a hearing date. The council members agreed that standardizing notice times—such as adopting a consistent 10-day minimum—could reduce confusion, streamline compliance, and improve transparency.

Councilmember Schmidt suggested leveraging additional digital platforms and online public notice postings, which may increase accessibility for residents. The City Attorney proposed implementing QR codes on public notice signs to allow residents easier access to detailed project information.

Addressing Quorum and Committee Attendance

The council also engaged in a robust discussion about challenges in maintaining quorums for committee meetings. Ms. Sandy Trammell, current committee member and former councilmember, highlighted the issue of absentee members leading to frequent quorum issues, noting that some members seldom attend meetings, while others attend only briefly to be marked "present." She advocated for stronger council oversight to address attendance patterns and suggested mandatory workshops for more essential committee matters to ensure participation.

Councilmember Bagby supported enforcing attendance requirements by implementing a system where members are contacted after three absences, allowing them an opportunity to resign if they cannot consistently participate.

Councilmember Schmidt raised the possibility of reducing the number of committees or consolidating overlapping responsibilities to alleviate the administrative burden on staff. He noted that boards like the Harbor and Waterways Board have stringent requirements for diverse roles (e.g., sports fisherman, environmentalist) that may complicate the recruitment process.

Other members of the council expressed support for exploring simplification opportunities, especially given the strain on staff resources; noting that consolidating tasks and revisiting the roles of some committees could indeed make council actions more efficient.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:00 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ITEM # 2025-1345

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: November 17, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Larry Jones , City Manager

FROM: Krystal Strickland, Finance Director

DATE: November 10, 2025

SUBJECT: Ordinance 25-27-CN - Amending FY 2025 Budget. Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of destin for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

I. BACKGROUND:
Florida Statute Chapter 166.241 (8) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year.

Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs amongst departments. Council may also make such transfers via motion or resolution. The summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year.

Our Budget Adoption ordinance also allows for prior year open encumbrances to automatically roll forward to become part of the newly adopted budget. In addition, our budget adoption ordinance and city charter allow for budget amendments to occur throughout the year.

II. DISCUSSION: On September 16, 2024, the City adopted an FY 2025 Budget of $64,670,022 (plus internal transfers of $44,951,082 for a total adopted budget of $109,621,104). As per City Ordinance, nearly $3.2 million in prior year encumbrances rolled forward. In addition, the City was awarded nearly $3 million in grants. A change in the accounting system required separation of funds that were previously combined. This significantly decreased the amount of transfers in between funds. The net results of all transfers and amendments is a final FY 2025 total budget of $98,400,427 (inclusive of internal transfers).

Exhibit A to the Ordinance 25-27-CN lists all accounts by fund as per the new chart of accounts that went into effect in March 2025.

A. Link to Strategic Goals / Objectives: Financially Sound City Providing Service Excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff recommend approval of Oridinance 25-27-CN on first reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 25-27-CN on first reading.

Attachments:

1. Ordinance 25-27-CN - Amending FY 2025 Budget
2. FY 2025 FINAL BUDGET AMENDMENT details

ORDINANCE 25-27-CN

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs within a department, office or agency and , the council may by a duly passed motion transfer part or all of any unencumbered appropriation balance from one department, office or agency to another, and the summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year; and

WHEREAS, Florida Statute Chapter 166.241 (5) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

SECTION 1. AMENDMENTS TO THE CITY OF DESTIN, FLORIDA BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.

(a) The attached Exhibit "A," inter-departmental transfers and additional revenues and expenditures of the General Fund, Special Revenue Funds, and Capital Project Funds are hereby added to the budget of the City of Destin adopted September 16, 2024.

(b) The amendments and transfers as shown in the Exhibit A are adopted and hereby appropriated for the fiscal year 2024-2025. All budgets (appropriations) are based upon the totals even though the budget has been prepared based on line items.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS _____DAY OF _____, 2025

By:_____
Bobby Wagner, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
Has been reviewed and approved by the City
Attorney for the City of Destin, only:

_____
Kimberly Romano Kopp, City Attorney

EXHIBIT A

INTER-DEPARTMENTAL TRANSFERS AND ADDITIONAL REVENUES AND EXPENDITURES OF THE GENERAL FUND, SPECIAL REVENUE FUNDS AND CAPITAL PROJECT FUNDS

FY 2025 FINAL BUDGET AMENDMENT
11/13/2025

GENERAL FUND: REVENUE

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.3000.311001	Current Ad Valorem Taxes	12,798,416.00	-	12,798,416.00	
001.3000.311002	Prior Year Ad Valorem Taxes	5,000.00	-	5,000.00	
001.3000.311003	Ad Valorem Int/Pen/Disc	(639,921.00)	-	(639,921.00)	
001.3000.315100	State Communications Services Tax	994,280.00	-	994,280.00	
001.3000.323100	Electric Franchise Fee (4% Unrestricted)	2,020,000.00	-	2,020,000.00	
001.3000.323400	Gas Franchise Fee	370,000.00	-	370,000.00	
001.3000.323700	Solid Waste Franchise Fee	175,000.00	-	175,000.00	
001.3000.335125	Municipal Revenue Sharing	587,231.00	-	587,231.00	
001.3000.335140	State Shared - Mobile Home License	700.00	-	700.00	
001.3000.335150	State Shared - Alcoholic Beverage License	65,000.00	-	65,000.00	
001.3000.335180	State Shared - Half-Cent Sales Tax	1,850,365.00	-	1,850,365.00	
001.3000.362000	Rent Of City Property	1.00	-	1.00	
001.3000.364000	Sale Of Fixed Assets	$0	-	$0	
001.3000.365000	Sale Of Surplus Materials	5,000.00	-	5,000.00	
001.3000.366000	Other Contributions	50.00	-	50.00	
001.3000.369900	Other Miscellaneous Revenue	5,000.00	-	5,000.00	
001.3000.369901	Over/Under	$0	-	$0	
001.3000.369902	Settlements	$0	-	$0	
001.3000.381001	Transfer In To General Fund	8,500,000.00	(8,500,000.00)	-	Adjusted upon 2024 loan closing.
001.3000.381305	Transfer In From 305 Grants		-	-	
001.3000.395000	Deduction of Fund Balance	-	5,080,262.62	5,080,262.62	Budgetary account for new accounting system.
001.3110.311001 (Inactive	Current Ad Valorem Taxes	-	-	-	
001.3110.311002 (Inactive	Prior Year Ad Valorem Taxes	-	-	-	
001.3110.311003 (Inactive	Ad Valorem Int/Pen/Disc	-	-	-	
001.3110.323100 (Inactive	Electric Franchise Fee (4% Unrestricted)	-	-	-	
001.3110.323400 (Inactive	Gas Franchise Fee	-	-	-	
001.3110.323700 (Inactive	Solid Waste Franchise Fee	-	-	-	
001.3121.341300	Public Records Request Fees	15,000.00	-	15,000.00	
001.3121.341900	Election Qualifying Fees	$0	-	$0	
001.3130.361100	Bank Interest Earnings	106,000.00	-	106,000.00	
001.3130.361102	Money Market Interest	500,000.00	-	500,000.00	
001.3130.361103	P-Card Interest Earned	4,400.00	-	4,400.00	
001.3130.361300	Net Increase/Decrease In Fair Value	100,000.00	-	100,000.00	
001.3130.531006 (Inactive	Investment Admin Expenses	-	-	-	
001.3150.316000	Local Business Tax Receipt	115,000.00	-	115,000.00	
001.3150.316001	Florida League Collected Lbtr	400.00	-	400.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.3150.316002	Delinquent Local Btr	1,000.00	-	1,000.00	
001.3150.329502	Zoning/Planning Review Fee	190,000.00	-	190,000.00	
001.3150.329507	Marine Application Fee	1,000.00	-	1,000.00	
001.3150.341302	Other Administrative Service Fees	2,400.00	-	2,400.00	
001.3150.341303 (Inactive	Grandfather Application Fees	$0	-	$0	
001.3171.383100	Lease Inception Proceeds	166,720.00	-	166,720.00	
001.3190.369900	Other Miscellaneous Revenue	$0	-	$0	
001.3210.331100	Fed - Cares Act Op Grant	$0	-	$0	
001.3210.351500	Traffic Fines	26,500.00	-	26,500.00	
001.3241.329500	Rental Registration Permits	800,000.00	-	800,000.00	
001.3241.329504	Beach Vendor/Wheeled Veh Permits	13,000.00	-	13,000.00	
001.3241.338000	County Occupational Licenses	15,700.00	-	15,700.00	
001.3241.354001	Code Violation Fines	45,000.00	-	45,000.00	
001.3241.354002	Construction Board Fines	$0	-	$0	
001.3241.369903	Opioid Settlement	6,900.00	-	6,900.00	
001.3370.329400	Livery Vessel Permits	60,300.00	-	60,300.00	
001.3380.334390	State - Fdep Vulnerability	1.00	180,000.00	180,001.00	Grant award balance rolled forward from FY 2024.
001.3380.369900	Other Miscellaneous Revenue	$0	-	$0	
001.3390.343800	Cemetery Lot/ Sea Memorial	25,000.00	-	25,000.00	
001.3391.334360	State - Physical Environment	$0	-	$0	
001.3391.337300	County -Phys Envir Beach Restoration	$0	-	$0	
001.3410.312410	gas tax#1	463,475.00	(463,475.00)	$0	Gas Tax#1 moved to RR fund.
001.3410.334492	State - Fdot Traffic Signal/Hwy Lighting Maint	93,000.00	-	93,000.00	
001.3410.335450	State Shared - Fuel Tax Refunds	1.00	-	1.00	
001.3410.344901	Other Transportation Charges	$0	-	$0	
001.3410.354004	Parking Fines	30,000.00	(30,000.00)	-	Dept change to 3450.
001.3410.354005	Passport Parking Fines	2,300.00	(2,300.00)	-	Dept change to 3450.
001.3410.362000	Rent Of City Property	$0	-	$0	
001.3411.334490	State - Fdot Median Maint	39,620.00	-	39,620.00	
001.3412.329503	Row/Utility Permit Fee	3,500.00	-	3,500.00	
001.3412.344900	Engineering Fees	65,000.00	-	65,000.00	
001.3450.354004	Parking Fines	-	30,000.00	30,000.00	Dept change from 3410.
001.3450.354005	Passport Parking Fines	-	2,300.00	2,300.00	Dept change from 3410.
001.3520.331500	Fed - Fema	$0	-	$0	
001.3520.331501	Fed - Fema Ctp Seawall Michael	$0	-	$0	
001.3520.334500	State - Fema	$0	-	$0	
001.3520.381305 (Inactive	Transfer In from 305 Grants	$0	-	$0	
001.3710.338001	County Library Cooperative	80,000.00	-	80,000.00	
001.3710.347100	Library Service Fees	3,700.00	-	3,700.00	
001.3710.347101	Library Misc Fees	3,500.00	-	3,500.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.3710.347102	Library Concessions & Merch - Taxable	$0	-	$0	
001.3710.352000	Library Fines	1.00	-	1.00	
001.3710.366001	Library Donations	1,000.00	10,500.00	11,500.00	Operating grants from Dollar General.
001.3721.347202	Parks & Rec Concessions & Merch - Taxable	5,000.00	-	5,000.00	
001.3721.347210	Community Center	155,000.00	-	155,000.00	
001.3721.366002	Park/Rec Donations	$0	-	$0	
001.3722.347201	Concessions Agreement - Nontaxable	5,000.00	-	5,000.00	
001.3722.347220	Morgan Sports Complex	120,000.00	-	120,000.00	
001.3722.347221	Sports Complex Sponsoship	$0	-	$0	
001.3722.366002	Park/Rec Donations	$0	-	$0	
001.3726.337701	Bocc/Tdc Beach Park Ops	$0	-	$0	
001.3726.337702	Bocc/Tdc Beach Park Cip	$0	-	$0	
001.3726.337703 (Inactive	Bocc-Crystal & Tarpon Beach	$0	-	$0	
001.3726.347200 (Inactive	Parks And Recreation Service Charge	$0	-	$0	
001.3726.347260	Henderson Beach Park Pass	17,000.00	-	17,000.00	
001.3726.347270	Joe's Bayou Annual Pass	14,200.00	-	14,200.00	
001.3726.347271	Joe's Bayou Honor Box	40,000.00	-	40,000.00	
001.3726.347290	Park Service Fees	15,000.00	-	15,000.00	
001.3726.366002	Park/Rec Donations	2,000.00	2,782.50	4,782.50	
001.3726.366003	Dog Park Donations	200.00	-	200.00	
001.3727.337712	Tdc 12.5%	598,300.00	-	598,300.00	
001.3728.334700	State - Fdep Leonard Destin Park Ops	164,673.00	-	164,673.00	
	TOTAL GENERAL FUND REVENUES	**30,851,913.00**	**(3,689,929.88)**	**27,161,983.12**	

GENERAL FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5000.591000	Transfers Out	-	-	-	
001.5000.591101	Transfer Out To 101 Bldg	350,000.00	-	350,000.00	
001.5000.591105	Transfer Out To 105 Tech	86,030.00	-	86,030.00	
001.5000.591107	Transfer Out To 107 Harbor Cra	-	-	-	
001.5000.591109	Transfer Out To 109 Oka Half	-	-	-	
001.5000.591213	Transfer Out To 213	552,549.00	-	552,549.00	
001.5000.591221	Transfer Out To 221	464,975.00	-	464,975.00	
001.5000.591224	Transfer Out To 224	67,366.00	22,698.65	90,064.65	Adjusted upon 2024 loan closing.
001.5000.591301	Transfer Out To 301 Rr	3,600,000.00	-	3,600,000.00	
001.5000.591305	Transfer Out To 305 Grants	-	-	-	
001.5000.591306	Transfer Out To 306 Gastax#2	-	-	-	
001.5000.591310	Transfer Out To 310 Police Imp	-	-	-	
001.5000.591311	Transfer Out To 311 Road Imp	-	-	-	
001.5000.591312	Transfer Out To 312 Library Imp	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5000.591313	Transfer Out To 313 Park Imp	-	-	-	
001.5000.591324	Transfer Out To 324	-	-	-	
001.5000.595000	Addition to Fund Balance	-	-	-	
001.5110.523000	Life & Health Insurance	102,864.00	(5,520.00)	97,344.00	Rellocated to legal.
001.5110.531000	Professional Services	50,000.00	(11,000.00)	39,000.00	Contracted manager. Reallocated to City Manager professional services.
001.5110.534000	Other Contracted Services	15,000.00	5,000.00	20,000.00	
001.5110.540000	Travel And Per Diem	13,500.00	5,520.00	19,020.00	
001.5110.541005	Communications It Alloc	-	-	-	
001.5110.544000	Rentals And Leases	-	-	-	
001.5110.546000	Repairs And Maintenance Service	1,000.00	-	1,000.00	
001.5110.547000	Printing And Binding	-	-	-	
001.5110.548000	Ads And Promotional Activities	-	-	-	
001.5110.549007	Contingencies	49,000.00	(1,866.27)	47,133.73	Rellocated to legal.
001.5110.552000	Operating Supplies	28,500.00	-	28,500.00	
001.5110.552005	Ops Software & Workstations	8,750.00	-	8,750.00	
001.5110.554000	Memberships, Subscriptions, Books	6,600.00	-	6,600.00	
001.5110.555000	Training, Education, Conferences	1,000.00	-	1,000.00	
001.5110.561000	Land	-	-	-	
001.5110.582000	Grant/Contribution	1,000.00	-	1,000.00	
001.5120.511000	Executive Salaries	213,940.00	(166,000.00)	47,940.00	Contracted manager. Reallocated to City Manager professional services and legal.
001.5120.512000	Regular Salaries	467,477.00	(88,200.00)	379,277.00	Contracted manager. Reallocated to City Manager professional services.
001.5120.515000	Special Pay	-	-	-	
001.5120.521000	Fica Taxes	13,973.00	-	13,973.00	
001.5120.522000	Retirement Contributions	75,763.93	-	75,763.93	
001.5120.522001	City Manager 401A	10,697.00	(8,300.00)	2,397.00	Contracted manager. Reallocated to City Manager professional services.
001.5120.523000	Life & Health Insurance	109,403.00	-	109,403.00	
001.5120.524000	Workers' Compensation	12,918.11	-	12,918.11	
001.5120.531000	Professional Services	81,000.00	262,500.00	343,500.00	Contracted manager. Reallocated to City Manager professional services.
001.5120.534000	Other Contracted Services	3,000.00	-	3,000.00	
001.5120.540000	Travel And Per Diem	15,500.00	-	15,500.00	
001.5120.541005	Communications It Alloc	1,025.00	-	1,025.00	
001.5120.542000	Freight & Postage	340.00	-	340.00	
001.5120.544000	Rentals And Leases	-	-	-	
001.5120.546002	Facility Repairs And Maintenance	5,000.00	-	5,000.00	
001.5120.546005	It Repairs And Maintenance	-	-	-	
001.5120.547000	Printing And Binding	7,210.00	-	7,210.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5120.547005	Printing - It Ink And Copy Counts	-	-	-	
001.5120.548000	Ads And Promotional Activities	15,000.00	-	15,000.00	
001.5120.549000	Other Current Charges	-	-	-	
001.5120.549007	Contingencies	20,000.00	-	20,000.00	
001.5120.551000	Office Supplies	2,000.00	-	2,000.00	
001.5120.552000	Operating Supplies	12,500.00	-	12,500.00	
001.5120.552005	Ops Software & Workstations	-	-	-	
001.5120.554000	Memberships, Subscriptions, Books	10,300.00	-	10,300.00	
001.5120.555000	Training, Education, Conferences	10,000.00	-	10,000.00	
001.5120.555005	It Training	-	-	-	
001.5120.561000	Land	-	-	-	
001.5121.512000	Regular Salaries	246,580.74	-	246,580.74	
001.5121.514000	Overtime	824.00	-	824.00	
001.5121.521000	Fica Taxes	2,823.35	-	2,823.35	
001.5121.522000	Retirement Contributions	30,822.59	-	30,822.59	
001.5121.523000	Life & Health Insurance	49,281.00	-	49,281.00	
001.5121.524000	Workers' Compensation	5,301.49	-	5,301.49	
001.5121.534000	Other Contracted Services	4,800.00	-	4,800.00	
001.5121.540000	Travel And Per Diem	1,000.00	-	1,000.00	
001.5121.541005	Communications It Alloc	1,400.00	-	1,400.00	
001.5121.542000	Freight & Postage	1,300.00	-	1,300.00	
001.5121.543000	Utilities	-	-	-	
001.5121.544000	Rentals And Leases	1,500.00	-	1,500.00	
001.5121.547000	Printing And Binding	12,000.00	-	12,000.00	
001.5121.547005	Printing - It Ink And Copy Counts	2,000.00	-	2,000.00	
001.5121.548000	Ads And Promotional Activities	15,000.00	-	15,000.00	
001.5121.549000 (Inactive	Other Current Charges	$0	-	$0	
001.5121.549001	Merchant Services	250.00	-	250.00	
001.5121.551000	Office Supplies	3,000.00	-	3,000.00	
001.5121.552000	Operating Supplies	6,000.00	-	6,000.00	
001.5121.552005	Ops Software & Workstations	-	-	-	
001.5121.554000	Memberships, Subscriptions, Books	1,900.00	-	1,900.00	
001.5121.555000	Training, Education, Conferences	500.00	-	500.00	
001.5130.512000	Regular Salaries	318,821.00	(6,500.00)	312,321.00	New system changed allocations of personnel salaries and benefits.
001.5130.514000	Overtime	-	-	-	
001.5130.521000	Fica Taxes	4,526.00	-	4,526.00	
001.5130.522000	Retirement Contributions	36,935.00	-	36,935.00	
001.5130.523000	Life & Health Insurance	55,348.00	(5,000.00)	50,348.00	New system changed allocations of personnel salaries and benefits.
001.5130.524000	Workers' Compensation	6,551.00	-	6,551.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5130.525000	Unemployment Compensation	-	-	-	
001.5130.531000	Professional Services	13,400.00	-	13,400.00	
001.5130.531006	Investment Admin Expenses	73,000.00	-	73,000.00	
001.5130.532000	Audit Services	51,000.00	39,900.00	90,900.00	FY 2024 encumbrance rolled forward.
001.5130.534000	Other Contracted Services	-	-	-	
001.5130.540000	Travel And Per Diem	2,700.00	-	2,700.00	
001.5130.541005	Communications It Alloc	400.00	-	400.00	
001.5130.542000	Freight & Postage	800.00	-	800.00	
001.5130.544000	Rentals And Leases	-	-	-	
001.5130.546005	It Repairs And Maintenance	-	-	-	
001.5130.547000	Printing And Binding	3,900.00	-	3,900.00	
001.5130.547005	Printing - It Ink And Copy Counts	500.00	-	500.00	
001.5130.549000	Other Current Charges	-	-	-	
001.5130.549001	Merchant Services	2,200.00	-	2,200.00	
001.5130.549002	Bank Fees	10,200.00	(2,100.00)	8,100.00	
001.5130.549003	Parking Fine Processing	-	-	-	
001.5130.549005	Tax Collector Commissions Paid	3,300.00	-	3,300.00	
001.5130.549006	Write-Off To Bad Debt	1,800.00	-	1,800.00	
001.5130.551000	Office Supplies	800.00	-	800.00	
001.5130.552000	Operating Supplies	1,700.00	-	1,700.00	
001.5130.552005	Ops Software & Workstations	-	-	-	
001.5130.554000	Memberships, Subscriptions, Books	1,100.00	-	1,100.00	
001.5130.555000	Training, Education, Conferences	4,400.00	-	4,400.00	
001.5130.555005	It Training	-	-	-	
001.5130.564000	Machinery & Equipment	-	-	-	
001.5131.512000	Regular Salaries	168,862.11	-	168,862.11	
001.5131.514000	Overtime	-	-	-	
001.5131.515000	Special Pay	-	-	-	
001.5131.521000	Fica Taxes	1,933.47	-	1,933.47	
001.5131.522000	Retirement Contributions	21,107.76	-	21,107.76	
001.5131.523000	Life & Health Insurance	27,887.00	-	27,887.00	
001.5131.524000	Workers' Compensation	3,630.54	-	3,630.54	
001.5131.527000	Other Benefits (Ed; Relo; Etc)	25,000.00	-	25,000.00	
001.5131.531000	Professional Services	21,710.00	-	21,710.00	
001.5131.534000	Other Contracted Services	-	-	-	
001.5131.535000	Investigations	2,500.00	-	2,500.00	
001.5131.540000	Travel And Per Diem	4,000.00	-	4,000.00	
001.5131.541005	Communications It Alloc	1,600.00	-	1,600.00	
001.5131.542000	Freight & Postage	200.00	-	200.00	
001.5131.545000	Risk Management Insurance	35,250.00	-	35,250.00	
001.5131.546002	Facility Repairs And Maintenance	3,000.00	-	3,000.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5131.548000	Ads And Promotional Activities	1,000.00	-	1,000.00	
001.5131.549000	Other Current Charges	-	-	-	
001.5131.551000	Office Supplies	1,500.00	-	1,500.00	
001.5131.552000	Operating Supplies	9,050.00	-	9,050.00	
001.5131.552001	Operating Supplies - Wellness	2,500.00	-	2,500.00	
001.5131.552005	Ops Software & Workstations	500.00	-	500.00	
001.5131.554000	Memberships, Subscriptions, Books	1.00	-	1.00	
001.5131.555000	Training, Education, Conferences	6,500.00	-	6,500.00	
001.5131.555001	Training - Wellness	1,800.00	-	1,800.00	
001.5131.568000	Lease	-	-	-	
001.5132.512000	Regular Salaries	76,409.13	16,000.00	92,409.13	Underbudgeted. Reallocated from other department salaries and benefits.
001.5132.514000	Overtime	1,460.00	-	1,460.00	
001.5132.521000	Fica Taxes	874.88	-	874.88	
001.5132.522000	Retirement Contributions	8,200.22	-	8,200.22	
001.5132.523000	Life & Health Insurance	36,329.00	10,600.00	46,929.00	Underbudgeted. Reallocated from other department salaries and benefits.
001.5132.524000	Workers' Compensation	1,642.80	-	1,642.80	
001.5132.531000	Professional Services	-	-	-	
001.5132.534000	Other Contracted Services	-	-	-	
001.5132.541005	Communications It Alloc	800.00	-	800.00	
001.5132.543000	Utilities	44,500.00	-	44,500.00	
001.5132.544000	Rentals And Leases	1,300.00	-	1,300.00	
001.5132.546000	Repairs And Maintenance Service	11,560.00	23,160.00	34,720.00	Underbudgeted. Reallocated from other department operating costs.
001.5132.546005	It Repairs And Maintenance	-	-	-	
001.5132.547005	Printing - It Ink And Copy Counts	-	-	-	
001.5132.551000	Office Supplies	150.00	-	150.00	
001.5132.552000	Operating Supplies	17,350.00	6,500.00	23,850.00	Underbudgeted. Reallocated from other department operating costs.
001.5132.552005	Ops Software & Workstations	-	-	-	
001.5132.554000	Memberships, Subscriptions, Books	-	-	-	
001.5132.555000	Training, Education, Conferences	-	-	-	
001.5132.555005	It Training	-	-	-	
001.5132.564000	Machinery & Equipment	-	-	-	
001.5140.531001	City Attorney	198,700.00	79,478.25	278,178.25	From unused other legal and council professional svcs budgets.
001.5140.531002	Labor Attorney	3,000.00	(500.00)	2,500.00	Moved to city attorney.
001.5140.531003	Land Use Attorney	-	906.50	906.50	From miscellaneous representation budget.
001.5140.531004	Franchise Attorney	31,500.00	(25,571.60)	5,928.40	Moved to city attorney.

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5140.531005	Miscellaneous Representation	141,900.00	(34,716.09)	107,183.91	Moved to city attorney and land use attorney accounts.
001.5150.512000	Regular Salaries	773,480.00	-	773,480.00	
001.5150.514000	Overtime	43,051.00	-	43,051.00	
001.5150.521000	Fica Taxes	8,856.00	-	8,856.00	
001.5150.522000	Retirement Contributions	85,902.00	-	85,902.00	
001.5150.523000	Life & Health Insurance	142,166.00	-	142,166.00	
001.5150.524000	Workers' Compensation	16,296.79	-	16,296.79	
001.5150.527000	Other Benefits (Ed; Relo; Etc)	-	-	-	
001.5150.531000	Professional Services	273,000.00	205,199.61	478,199.61	FY 2024 encumbrance rolled forward.
001.5150.534000	Other Contracted Services	-	-	-	
001.5150.540000	Travel And Per Diem	16,900.00	-	16,900.00	
001.5150.541005	Communications It Alloc	400.00	-	400.00	
001.5150.542000	Freight & Postage	4,656.00	-	4,656.00	
001.5150.544000	Rentals And Leases	-	-	-	
001.5150.545000	Risk Management Insurance	12,260.00	-	12,260.00	
001.5150.546000	Repairs And Maintenance Service	-	2,063.75	2,063.75	FY 2024 encumbrance rolled forward.
001.5150.546002	Facility Repairs And Maintenance	4,865.00	-	4,865.00	
001.5150.547000	Printing And Binding	7,517.00	-	7,517.00	
001.5150.547005	Printing - It Ink And Copy Counts	2,200.00	-	2,200.00	
001.5150.548000	Ads And Promotional Activities	7,178.00	-	7,178.00	
001.5150.549000	Other Current Charges	-	-	-	
001.5150.549001	Merchant Services	20,500.00	-	20,500.00	
001.5150.551000	Office Supplies	4,500.00	-	4,500.00	
001.5150.552000	Operating Supplies	4,850.00	-	4,850.00	
001.5150.552005	Ops Software & Workstations	-	-	-	
001.5150.554000	Memberships, Subscriptions, Books	5,725.00	-	5,725.00	
001.5150.555000	Training, Education, Conferences	16,000.00	(6,730.79)	9,269.21	
001.5150.564005	It Equipment	-	-	-	
001.5150.565000	Construction In Progress	-	-	-	
001.5170.571000	Principal	-	-	-	
001.5170.572000	Interest Expense	-	-	-	
001.5171.571000	Principal - Copiers	51,301.00	-	51,301.00	
001.5171.571001	Principal - Aclarian	-	-	-	
001.5171.571002	Principal - Ukg	24,254.00	49,891.88	74,145.88	FY 2024 encumbrance rolled forward.
001.5171.572000	Interest Expense Copiers	4,007.00	-	4,007.00	
001.5171.572001	Interest - Aclarian	-	-	-	
001.5171.572002	Interest Expense- Ukg	1,223.00	2,060.57	3,283.57	FY 2024 encumbrance rolled forward.
001.5190.512000	Regular Salaries	344,644.00	-	344,644.00	
001.5190.514000	Overtime	-	-	-	
001.5190.521000	Fica Taxes	3,946.00	-	3,946.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5190.522000	Retirement Contributions	39,319.00	-	39,319.00	
001.5190.523000	Life & Health Insurance	57,836.00	(8,900.00)	48,936.00	Moved to cover low budget in HR.
001.5190.524000	Workers' Compensation	7,584.00	-	7,584.00	
001.5190.531000	Professional Services	-	87,196.00	87,196.00	FY 2024 encumbrance rolled forward.
001.5190.534000	Other Contracted Services	-	-	-	
001.5190.540000	Travel And Per Diem	7,957.00	-	7,957.00	
001.5190.541000	Communication Services And Devices	-	-	-	
001.5190.541005	Communications It Alloc	35,670.00	-	35,670.00	
001.5190.544000	Rentals And Leases	-	-	-	
001.5190.546000	Repairs And Maintenance Service	7,250.00	-	7,250.00	
001.5190.547005	Printing - It Ink And Copy Counts	200.00	-	200.00	
001.5190.551000	Office Supplies	1,030.00	-	1,030.00	
001.5190.552000	Operating Supplies	10,800.00	-	10,800.00	
001.5190.552005	Ops Software & Workstations	95,273.99	4,312.77	99,586.76	FY 2024 encumbrance rolled forward.
001.5190.554000	Memberships, Subscriptions, Books	1,400.00	-	1,400.00	
001.5190.555000	Training, Education, Conferences	15,000.00	-	15,000.00	
001.5190.555005	It Training	1,305.00	-	1,305.00	
001.5190.564005	It Equipment	-	-	-	
001.5190.565000	Construction In Progress	120,000.00	-	120,000.00	
001.5210.512000	Regular Salaries	-	-	-	
001.5210.521000	Fica Taxes	-	-	-	
001.5210.522000	Retirement Contributions	-	-	-	
001.5210.523000	Life & Health Insurance	-	-	-	
001.5210.524000	Workers' Compensation	-	-	-	
001.5210.531000	Professional Services	-	-	-	
001.5210.534000	Other Contracted Services	-	-	-	
001.5210.534001	Sheriff Contract	3,063,695.00	-	3,063,695.00	
001.5210.534002	Lifeguard Contact	282,175.00	-	282,175.00	
001.5210.545000	Risk Management Insurance	13,046.00	-	13,046.00	
001.5210.546000	Repairs And Maintenance Service	-	605.00	605.00	FY 2024 encumbrance rolled forward.
001.5210.546002	Facility Repairs And Maintenance	4,398.00	-	4,398.00	
001.5210.552000	Operating Supplies	-	-	-	
001.5210.581001 (Inactive	Aids To Government Agencies	$0	-	$0	
001.5241.512000	Regular Salaries	587,046.00	-	587,046.00	
001.5241.514000	Overtime	11,777.00	-	11,777.00	
001.5241.521000	Fica Taxes	6,723.00	-	6,723.00	
001.5241.522000	Retirement Contributions	71,370.00	-	71,370.00	
001.5241.523000	Life & Health Insurance	176,548.00	-	176,548.00	
001.5241.524000	Workers' Compensation	12,621.00	-	12,621.00	
001.5241.527000	Other Benefits (Ed; Relo; Etc)	-	-	-	
001.5241.531000	Professional Services	5,000.00	-	5,000.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5241.531007	Billing & Collection Services	-	-	-	
001.5241.534000	Other Contracted Services	3,000.00	-	3,000.00	
001.5241.540000	Travel And Per Diem	33,300.40	-	33,300.40	
001.5241.541000	Communication Services And Devices	-	-	-	
001.5241.541005	Communications It Alloc	13,530.00	-	13,530.00	
001.5241.542000	Freight & Postage	10,428.00	-	10,428.00	
001.5241.544000	Rentals And Leases	660.00	-	660.00	
001.5241.545000	Risk Management Insurance	29,392.00	-	29,392.00	
001.5241.546000	Repairs And Maintenance Service	17,500.00	-	17,500.00	
001.5241.546002	Facility Repairs And Maintenance	10,085.00	-	10,085.00	
001.5241.546005	It Repairs And Maintenance	2,750.00	-	2,750.00	
001.5241.547000	Printing And Binding	4,000.00	-	4,000.00	
001.5241.547005	Printing - It Ink And Copy Counts	2,500.00	-	2,500.00	
001.5241.549000	Other Current Charges	950.00	-	950.00	
001.5241.549001	Merchant Services	33,500.00	-	33,500.00	
001.5241.549003	Parking Fine Processing	3,330.00	(3,330.00)	-	Department change to 5450.
001.5241.551000	Office Supplies	2,900.00	-	2,900.00	
001.5241.552000	Operating Supplies	20,260.00	-	20,260.00	
001.5241.552005	Ops Software & Workstations	36,138.41	843.79	36,982.20	FY 2024 encumbrance rolled forward.
001.5241.554000	Memberships, Subscriptions, Books	1,700.00	-	1,700.00	
001.5241.555000	Training, Education, Conferences	25,750.00	-	25,750.00	
001.5241.555005	It Training	495.00	-	495.00	
001.5241.564005	It Equipment	-	-	-	
001.5241.565000	Construction In Progress	32,000.00	-	32,000.00	
001.5250.512000	Regular Salaries	26,347.19	-	26,347.19	
001.5250.521000	Fica Taxes	301.68	-	301.68	
001.5250.522000	Retirement Contributions	3,293.40	-	3,293.40	
001.5250.523000	Life & Health Insurance	2,523.00	-	2,523.00	
001.5250.524000	Workers' Compensation	566.46	-	566.46	
001.5250.534000	Other Contracted Services	-	-	-	
001.5250.540000	Travel And Per Diem	2,300.00	-	2,300.00	
001.5250.541000	Communication Services And Devices	-	-	-	
001.5250.546000	Repairs And Maintenance Service	3,100.00	3,469.00	6,569.00	FY 2024 encumbrance rolled forward.
001.5250.547000	Printing And Binding	550.00	-	550.00	
001.5250.548000	Ads And Promotional Activities	1,050.00	-	1,050.00	
001.5250.551000	Office Supplies	225.00	-	225.00	
001.5250.552000	Operating Supplies	10.00	-	10.00	
001.5250.554000	Memberships, Subscriptions, Books	500.00	-	500.00	
001.5250.555000	Training, Education, Conferences	2,000.00	-	2,000.00	
001.5250.565000	Construction In Progress	100,000.00	-	100,000.00	
001.5370.531000	Professional Services	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5380.512000	Regular Salaries	124,340.00	(11,000.00)	113,340.00	Moved to cover low budget in HR.
001.5380.514000	Overtime	1,460.00	-	1,460.00	
001.5380.521000	Fica Taxes	1,424.00	-	1,424.00	
001.5380.522000	Retirement Contributions	14,721.00	(2,500.00)	12,221.00	Moved to cover low budget in HR.
001.5380.523000	Life & Health Insurance	32,755.00	(6,000.00)	26,755.00	Moved to cover low budget in HR.
001.5380.524000	Workers' Compensation	4,304.00	-	4,304.00	
001.5380.527000	Other Benefits (Ed; Relo; Etc)	-	-	-	
001.5380.531000	Professional Services	36,501.00	180,000.00	216,501.00	FY 2024 encumbrance rolled forward.
001.5380.534000	Other Contracted Services	-	-	-	
001.5380.540000	Travel And Per Diem	3,150.00	-	3,150.00	
001.5380.541000	Communication Services And Devices	-	-	-	
001.5380.541005	Communications It Alloc	2,460.00	-	2,460.00	
001.5380.543000	Utilities	-	-	-	
001.5380.543008	Harbor Pump Utilities	100.00	-	100.00	
001.5380.544000	Rentals And Leases	5,000.00	-	5,000.00	
001.5380.545000	Risk Management Insurance	5,811.00	-	5,811.00	
001.5380.546000	Repairs And Maintenance Service	-	286.00	286.00	
001.5380.546005	It Repairs And Maintenance	500.00	-	500.00	
001.5380.547000	Printing And Binding	-	-	-	
001.5380.547005	Printing - It Ink And Copy Counts	200.00	-	200.00	
001.5380.548000	Ads And Promotional Activities	2,650.00	-	2,650.00	
001.5380.552000	Operating Supplies	46,750.00	-	46,750.00	
001.5380.552005	Ops Software & Workstations	6,570.62	187.51	6,758.13	
001.5380.554000	Memberships, Subscriptions, Books	1,050.00	-	1,050.00	
001.5380.555000	Training, Education, Conferences	3,150.00	-	3,150.00	
001.5380.555005	It Training	90.00	-	90.00	
001.5380.565000	Construction In Progress	600,000.00	-	600,000.00	
001.5390.543000	Utilities	800.00	-	800.00	
001.5390.545000	Risk Management Insurance	832.00	-	832.00	
001.5390.546000	Repairs And Maintenance Service	-	47,111.00	47,111.00	FY 2024 encumbrance rolled forward.
001.5390.552000	Operating Supplies	10,200.00	-	10,200.00	
001.5410.512000	Regular Salaries	657,877.39	-	657,877.39	
001.5410.514000	Overtime	12,732.00	-	12,732.00	
001.5410.521000	Fica Taxes	7,532.70	-	7,532.70	
001.5410.522000	Retirement Contributions	73,034.72	-	73,034.72	
001.5410.523000	Life & Health Insurance	197,685.00	(1,295.00)	196,390.00	Moved to cover 5410 repairs and workstations.
001.5410.524000	Workers' Compensation	14,144.36	-	14,144.36	
001.5410.525000	Unemployment Compensation	-	-	-	
001.5410.531000	Professional Services	-	-	-	
001.5410.534000	Other Contracted Services	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5410.540000	Travel And Per Diem	2,100.00	-	2,100.00	
001.5410.541000	Communication Services And Devices	6,400.00	-	6,400.00	
001.5410.541005	Communications It Alloc	14,760.00	-	14,760.00	
001.5410.542000	Freight & Postage	3,100.00	-	3,100.00	
001.5410.543000	Utilities	-	-	-	
001.5410.543001	Utility Services - Street Lights	240,700.00	-	240,700.00	
001.5410.543002	Utility Services - Traffic Signals	9,200.00	-	9,200.00	
001.5410.543003	Utility Services - Water (Shop)	4,000.00	-	4,000.00	
001.5410.543004	Utility Services - Electric (Shop)	7,800.00	-	7,800.00	
001.5410.543005	Utility Services - Elect Pumps	14,400.00	-	14,400.00	
001.5410.543006	Utility Services - Gas	1,500.00	-	1,500.00	
001.5410.544000	Rentals And Leases	3,100.00	-	3,100.00	
001.5410.545000	Risk Management Insurance	57,085.00	-	57,085.00	
001.5410.546000	Repairs And Maintenance Service	63,000.00	762.00	63,762.00	
001.5410.546005	It Repairs And Maintenance	3,000.00	-	3,000.00	
001.5410.547000	Printing And Binding	-	-	-	
001.5410.547005	Printing - It Ink And Copy Counts	2,000.00	-	2,000.00	
001.5410.551000	Office Supplies	2,000.00	-	2,000.00	
001.5410.552000	Operating Supplies	142,085.00	-	142,085.00	
001.5410.552005	Ops Software & Workstations	39,423.72	937.55	40,361.27	
001.5410.553000	Road Materials & Supplies	76,425.00	-	76,425.00	
001.5410.554000	Memberships, Subscriptions, Books	5,500.00	-	5,500.00	
001.5410.555000	Training, Education, Conferences	8,500.00	-	8,500.00	
001.5410.555005	It Training	540.00	-	540.00	
001.5410.563000	Infrastructure	-	-	-	
001.5410.564000	Machinery & Equipment	-	-	-	
001.5410.565000	Construction In Progress	463,474.00	(295,728.40)	167,745.60	Gas tax#1 for road RR moved to RR fund.
001.5411.534000	Other Contracted Services	-	-	-	
001.5411.546000	Repairs And Maintenance Service	331,360.00	(216,905.00)	114,455.00	
001.5411.546001	Median Maintenance	-	110,572.00	110,572.00	FY 2024 encumbrance rolled forward.
001.5411.552000	Operating Supplies	-	-	-	
001.5411.563000	Infrastructure	-	-	-	
001.5412.512000	Regular Salaries	285,293.00	-	285,293.00	
001.5412.514000	Overtime	-	-	-	
001.5412.521000	Fica Taxes	3,267.00	-	3,267.00	
001.5412.522000	Retirement Contributions	34,110.00	-	34,110.00	
001.5412.523000	Life & Health Insurance	46,335.00	-	46,335.00	
001.5412.524000	Workers' Compensation	6,134.00	-	6,134.00	
001.5412.527000	Other Benefits (Ed; Relo; Etc)	-	-	-	
001.5412.531000	Professional Services	75,000.00	44,625.00	119,625.00	FY 2024 encumbrance rolled forward.
001.5412.534000	Other Contracted Services	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5412.540000	Travel And Per Diem	7,043.00	-	7,043.00	
001.5412.541005	Communications It Alloc	3,000.00	-	3,000.00	
001.5412.542000	Freight & Postage	800.00	-	800.00	
001.5412.546002	Facility Repairs And Maintenance	1,000.00	-	1,000.00	
001.5412.547000	Printing And Binding	1,000.00	-	1,000.00	
001.5412.547001	Printing - Npdes Info	-	-	-	
001.5412.551000	Office Supplies	1,000.00	-	1,000.00	
001.5412.552000	Operating Supplies	1,500.00	-	1,500.00	
001.5412.552005	Ops Software & Workstations	5,001.00	-	5,001.00	
001.5412.554000	Memberships, Subscriptions, Books	3,000.00	-	3,000.00	
001.5412.555000	Training, Education, Conferences	8,000.00	-	8,000.00	
001.5412.564000	Machinery & Equipment	-	-	-	
001.5430.546003	Dredging	325,000.00	-	325,000.00	
001.5450.549003	Parking Fine Processing	-	3,330.00	3,330.00	Moved from 5241 dept.
001.5520.546000	Repairs And Maintenance Service	-	-	-	
001.5520.552000	Operating Supplies	-	-	-	
001.5520.563000	Infrastructure	-	-	-	
001.5520.565000	Construction In Progress	-	-	-	
001.5520.582000	Grant/Contribution	15,900.00	-	15,900.00	
001.5520.591305 (Inactive	Transfer Out To 305 Grants	$0	-	$0	
001.5620.531000	Professional Services	-	-	-	
001.5620.534000	Other Contracted Services	73,000.00	17,413.78	90,413.78	FY 2024 encumbrance rolled forward.
001.5620.545000	Risk Management Insurance	2,355.00	-	2,355.00	
001.5620.582000	Grant/Contribution	-	-	-	
001.5640.582000	Grant/Contribution	-	-	-	
001.5710.512000	Regular Salaries	558,399.00	-	558,399.00	
001.5710.514000	Overtime	-	-	-	
001.5710.521000	Fica Taxes	11,086.25	-	11,086.25	
001.5710.522000	Retirement Contributions	56,831.20	-	56,831.20	
001.5710.523000	Life & Health Insurance	119,790.00	-	119,790.00	
001.5710.524000	Workers' Compensation	10,378.21	-	10,378.21	
001.5710.525000	Unemployment Compensation	-	-	-	
001.5710.531000	Professional Services	-	-	-	
001.5710.534000	Other Contracted Services	1,500.00	-	1,500.00	
001.5710.540000	Travel And Per Diem	1,200.00	-	1,200.00	
001.5710.541000	Communication Services And Devices	-	-	-	
001.5710.541005	Communications It Alloc	10,400.00	-	10,400.00	
001.5710.542000	Freight & Postage	100.00	-	100.00	
001.5710.543000	Utilities	29,800.00	-	29,800.00	
001.5710.544000	Rentals And Leases	1,200.00	-	1,200.00	
001.5710.545000	Risk Management Insurance	67,510.00	-	67,510.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5710.546000	Repairs And Maintenance Service	1,500.00	8,416.00	9,916.00	FY 2024 encumbrance rolled forward.
001.5710.546002	Facility Repairs And Maintenance	34,254.00	5,498.70	39,752.70	FY 2024 encumbrance rolled forward.
001.5710.546005	It Repairs And Maintenance	1,500.00	-	1,500.00	
001.5710.547000	Printing And Binding	2,475.00	-	2,475.00	
001.5710.547005	Printing - It Ink And Copy Counts	2,000.00	-	2,000.00	
001.5710.548000	Ads And Promotional Activities	2,000.00	-	2,000.00	
001.5710.549001	Merchant Services	1,700.00	-	1,700.00	
001.5710.549002	Bank Fees	-	-	-	
001.5710.551000	Office Supplies	3,200.00	-	3,200.00	
001.5710.552000	Operating Supplies	15,795.00	9,500.00	25,295.00	FY 2024 encumbrance rolled forward.
001.5710.552005	Ops Software & Workstations	19,711.86	468.77	20,180.63	FY 2024 encumbrance rolled forward.
001.5710.552019	Library Collection	14,372.00	-	14,372.00	
001.5710.554000	Memberships, Subscriptions, Books	359.00	-	359.00	
001.5710.555000	Training, Education, Conferences	700.00	-	700.00	
001.5710.555005	It Training	270.00	-	270.00	
001.5710.562000	Buildings & Fixtures	-	-	-	
001.5710.564000	Machinery & Equipment	-	-	-	
001.5710.566000	Library Resources	65,850.00	-	65,850.00	
001.5721.512000	Regular Salaries	530,655.00	-	530,655.00	
001.5721.514000	Overtime	5,228.00	-	5,228.00	
001.5721.521000	Fica Taxes	16,393.57	-	16,393.57	
001.5721.522000	Retirement Contributions	50,344.54	-	50,344.54	
001.5721.523000	Life & Health Insurance	114,221.00	-	114,221.00	
001.5721.524000	Workers' Compensation	9,104.73	-	9,104.73	
001.5721.525000	Unemployment Compensation	-	-	-	
001.5721.531000	Professional Services	-	39,000.00	39,000.00	Moved from Morgans to cover community center professional services (bldg envelope RFP).
001.5721.534000	Other Contracted Services	12,500.00	-	12,500.00	
001.5721.534004	Contracted Sports Officials	10,000.00	-	10,000.00	
001.5721.535000	Investigations	1,800.00	-	1,800.00	
001.5721.540000	Travel And Per Diem	1,500.00	-	1,500.00	
001.5721.541005	Communications It Alloc	14,000.00	-	14,000.00	
001.5721.542000	Freight & Postage	600.00	-	600.00	
001.5721.543000	Utilities	42,700.00	-	42,700.00	
001.5721.544000	Rentals And Leases	7,000.00	-	7,000.00	
001.5721.545000	Risk Management Insurance	60,753.00	-	60,753.00	
001.5721.546000	Repairs And Maintenance Service	25,000.00	1,039.00	26,039.00	
001.5721.546002	Facility Repairs And Maintenance	10,300.00	-	10,300.00	
001.5721.546005	It Repairs And Maintenance	2,500.00	-	2,500.00	
001.5721.547000	Printing And Binding	2,000.00	-	2,000.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5721.547005	Printing - It Ink And Copy Counts	1,700.00	-	1,700.00	
001.5721.548000	Ads And Promotional Activities	5,100.00	-	5,100.00	
001.5721.549001	Merchant Services	-	-	-	
001.5721.551000	Office Supplies	500.00	-	500.00	
001.5721.552000	Operating Supplies	39,150.00	-	39,150.00	
001.5721.552005	Ops Software & Workstations	32,853.10	468.77	33,321.87	
001.5721.554000	Memberships, Subscriptions, Books	662.00	-	662.00	
001.5721.555000	Training, Education, Conferences	1,750.00	-	1,750.00	
001.5721.562000	Buildings & Fixtures	-	-	-	
001.5721.563000	Infrastructure	-	-	-	
001.5721.564000	Machinery & Equipment	-	-	-	
001.5721.565000	Construction In Progress	40,000.00	(39,000.00)	1,000.00	Reduced to cover repairs and maint w/in parks/rec.
001.5722.512000	Regular Salaries	463,140.84	(28,500.00)	434,640.84	Moved to cover community center professional services (bldg envelope RFP).
001.5722.514000	Overtime	6,270.00	-	6,270.00	
001.5722.521000	Fica Taxes	10,931.06	-	10,931.06	
001.5722.522000	Retirement Contributions	43,019.57	-	43,019.57	
001.5722.523000	Life & Health Insurance	92,318.00	-	92,318.00	
001.5722.524000	Workers' Compensation	8,005.85	-	8,005.85	
001.5722.525000	Unemployment Compensation	-	-	-	
001.5722.531000	Professional Services	-	-	-	
001.5722.534000	Other Contracted Services	16,700.00	-	16,700.00	
001.5722.534004	Contracted Sports Officials	19,000.00	-	19,000.00	
001.5722.535000	Investigations	6,000.00	-	6,000.00	
001.5722.540000	Travel And Per Diem	4,500.00	-	4,500.00	
001.5722.541005	Communications It Alloc	9,840.00	-	9,840.00	
001.5722.542000	Freight & Postage	750.00	-	750.00	
001.5722.543000	Utilities	29,100.00	-	29,100.00	
001.5722.544000	Rentals And Leases	13,000.00	-	13,000.00	
001.5722.545000	Risk Management Insurance	46,453.00	-	46,453.00	
001.5722.546000	Repairs And Maintenance Service	34,450.00	-	34,450.00	
001.5722.546002	Facility Repairs And Maintenance	2,698.00	-	2,698.00	
001.5722.546005	It Repairs And Maintenance	2,000.00	-	2,000.00	
001.5722.547000	Printing And Binding	5,000.00	-	5,000.00	
001.5722.547005	Printing - It Ink And Copy Counts	700.00	-	700.00	
001.5722.548000	Ads And Promotional Activities	5,000.00	-	5,000.00	
001.5722.549002	Bank Fees	-	-	-	
001.5722.551000	Office Supplies	2,000.00	-	2,000.00	
001.5722.552000	Operating Supplies	93,700.00	-	93,700.00	
001.5722.552002	Operating Supplies - Leagues	18,750.00	-	18,750.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5722.552005	Ops Software & Workstations	26,282.48	468.77	26,751.25	
001.5722.554000	Memberships, Subscriptions, Books	1,200.00	-	1,200.00	
001.5722.555000	Training, Education, Conferences	2,635.00	-	2,635.00	
001.5722.555005	It Training	360.00	-	360.00	
001.5722.563000	Infrastructure	-	-	-	
001.5722.564000	Machinery & Equipment	-	-	-	
001.5722.565000	Construction In Progress	119,000.00	28,500.00	147,500.00	FY 2024 encumbrance rolled forward.
001.5722.568000	Lease	-	-	-	
001.5722.571000	Principal	4,055.00	-	4,055.00	
001.5722.572000	Interest Expense	2,945.00	-	2,945.00	
001.5726.512000	Regular Salaries	721,920.00	-	721,920.00	
001.5726.514000	Overtime	13,691.00	-	13,691.00	
001.5726.521000	Fica Taxes	10,939.20	-	10,939.20	
001.5726.522000	Retirement Contributions	81,870.31	-	81,870.31	
001.5726.522001 (Inactive	City Manager 401A	$0	-	$0	
001.5726.523000	Life & Health Insurance	201,001.00	-	201,001.00	
001.5726.524000	Workers' Compensation	16,024.37	-	16,024.37	
001.5726.525000	Unemployment Compensation	-	-	-	
001.5726.531000	Professional Services	200,000.00	-	200,000.00	
001.5726.534000	Other Contracted Services	-	-	-	
001.5726.534003	Henderson Park Access	30,000.00	-	30,000.00	
001.5726.534004 (Inactive	Contracted Sports Officials	$0	-	$0	
001.5726.535000 (Inactive	Investigations	$0	-	$0	
001.5726.540000	Travel And Per Diem	6,500.00	-	6,500.00	
001.5726.541000	Communication Services And Devices	-	-	-	
001.5726.541005	Communications It Alloc	14,760.00	-	14,760.00	
001.5726.542000	Freight & Postage	800.00	-	800.00	
001.5726.543000	Utilities	22,300.00	-	22,300.00	
001.5726.543007	Utilities - Dalton Threadgill	17,200.00	-	17,200.00	
001.5726.544000	Rentals And Leases	4,000.00	-	4,000.00	
001.5726.545000	Risk Management Insurance	53,139.00	-	53,139.00	
001.5726.546000	Repairs And Maintenance Service	2,000.00	34,134.00	36,134.00	From community center construction to cover repairs.
001.5726.546002	Facility Repairs And Maintenance	17,500.00	-	17,500.00	
001.5726.546005	It Repairs And Maintenance	3,000.00	-	3,000.00	
001.5726.547000	Printing And Binding	7,000.00	-	7,000.00	
001.5726.547005	Printing - It Ink And Copy Counts	4,000.00	-	4,000.00	
001.5726.548000	Ads And Promotional Activities	-	-	-	
001.5726.549001	Merchant Services	6,900.00	-	6,900.00	
001.5726.551000	Office Supplies	-	-	-	
001.5726.552000	Operating Supplies	92,500.00	3,764.50	96,264.50	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5726.552002 (Inactive	Operating Supplies - Leagues	$0	-	$0	
001.5726.552005	Ops Software & Workstations	39,423.72	843.79	40,267.51	
001.5726.553000	Road Materials & Supplies	-	-	-	
001.5726.554000	Memberships, Subscriptions, Books	2,347.00	-	2,347.00	
001.5726.555000	Training, Education, Conferences	6,800.00	-	6,800.00	
001.5726.555005	It Training	540.00	-	540.00	
001.5726.561000	Land	-	-	-	
001.5726.563000	Infrastructure	-	-	-	
001.5726.564000	Machinery & Equipment	-	-	-	
001.5726.565000	Construction In Progress	1,404,082.00	161,287.58	1,565,369.58	FY 2024 encumbrance rolled forward.
001.5726.582001	Grant/Contribution Aquatic Center	-	-	-	
001.5727.512000	Regular Salaries	313,737.84	-	313,737.84	
001.5727.514000	Overtime	-	-	-	
001.5727.521000	Fica Taxes	5,754.94	-	5,754.94	
001.5727.522000	Retirement Contributions	31,578.69	-	31,578.69	
001.5727.522001 (Inactive	City Manager 401A	$0	-	$0	
001.5727.523000	Life & Health Insurance	70,965.00	-	70,965.00	
001.5727.524000	Workers' Compensation	5,995.41	-	5,995.41	
001.5727.534000	Other Contracted Services	15,000.00	-	15,000.00	
001.5727.540000	Travel And Per Diem	2,000.00	-	2,000.00	
001.5727.541000	Communication Services And Devices	-	-	-	
001.5727.541005	Communications It Alloc	4,920.00	-	4,920.00	
001.5727.543000	Utilities	15,300.00	-	15,300.00	
001.5727.544000	Rentals And Leases	1,000.00	-	1,000.00	
001.5727.545000	Risk Management Insurance	53,869.00	-	53,869.00	
001.5727.546000	Repairs And Maintenance Service	12,000.00	310.00	12,310.00	
001.5727.546002	Facility Repairs And Maintenance	1,147.00	-	1,147.00	
001.5727.546005	It Repairs And Maintenance	1,000.00	-	1,000.00	
001.5727.547000	Printing And Binding	1,500.00	-	1,500.00	
001.5727.547005	Printing - It Ink And Copy Counts	200.00	-	200.00	
001.5727.548000	Ads And Promotional Activities	-	-	-	
001.5727.551000	Office Supplies	-	-	-	
001.5727.552000	Operating Supplies	49,000.00	-	49,000.00	
001.5727.552005	Ops Software & Workstations	13,141.24	281.27	13,422.51	
001.5727.554000	Memberships, Subscriptions, Books	-	-	-	
001.5727.555005	It Training	180.00	-	180.00	
001.5727.563000	Infrastructure	-	-	-	
001.5727.564000	Machinery & Equipment	-	-	-	
001.5728.512000	Regular Salaries	74,278.15	-	74,278.15	
001.5728.514000	Overtime	900.00	-	900.00	
001.5728.521000	Fica Taxes	2,518.81	-	2,518.81	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
001.5728.522000	Retirement Contributions	4,736.97	-	4,736.97	
001.5728.523000	Life & Health Insurance	14,856.00	-	14,856.00	
001.5728.524000	Workers' Compensation	1,018.45	-	1,018.45	
001.5728.534000	Other Contracted Services	29,720.00	-	29,720.00	
001.5728.541000	Communication Services And Devices	-	-	-	
001.5728.541005	Communications It Alloc	1,500.00	-	1,500.00	
001.5728.543000	Utilities	7,100.00	-	7,100.00	
001.5728.544000	Rentals And Leases	-	-	-	
001.5728.545000	Risk Management Insurance	9,408.00	-	9,408.00	
001.5728.546000	Repairs And Maintenance Service	4,000.00	5,480.00	9,480.00	
001.5728.546002	Facility Repairs And Maintenance	437.00	-	437.00	
001.5728.546005	It Repairs And Maintenance	-	-	-	
001.5728.547000	Printing And Binding	-	-	-	
001.5728.547005	Printing - It Ink And Copy Counts	200.00	-	200.00	
001.5728.552000	Operating Supplies	14,000.00	-	14,000.00	
001.5728.552005	Ops Software & Workstations	-	93.75	93.75	
001.5728.554000	Memberships, Subscriptions, Books	-	-	-	
001.5728.555000	Training, Education, Conferences	-	-	-	
001.5728.555005	It Training	-	-	-	
001.5728.565000	Construction In Progress	-	1,454.45	1,454.45	
001.5740.531000	Professional Services	1,000.00	-	1,000.00	
001.5740.534000	Other Contracted Services	65,000.00	-	65,000.00	
001.5740.544000	Rentals And Leases	15,000.00	-	15,000.00	
001.5740.546002	Facility Repairs And Maintenance	2,000.00	-	2,000.00	
001.5740.547000	Printing And Binding	400.00	-	400.00	
001.5740.548000	Ads And Promotional Activities	15,300.00	-	15,300.00	
001.5740.552000	Operating Supplies	10,000.00	-	10,000.00	
001.5740.554000	Memberships, Subscriptions, Books	400.00	-	400.00	
001.5740.564000	Machinery & Equipment	-	-	-	
	TOTAL GENERAL FUND EXPENDITURES	**26,603,006.31**	**558,976.81**	**27,161,983.12**	

BUILDING FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget
101.3000.381101	Transfer In To 101 Bldg	350,000.00	-	350,000.00
101.3240.322000	Building Permit Fees	800,000.00	-	800,000.00
101.3240.322001	Dbpr Fbc Admin Fee	1,200.00	-	1,200.00
101.3240.322002	Dbpr Bcaib Admin Fee	1,500.00	-	1,500.00
101.3240.329505	Building Plan Review Fee	88,200.00	-	88,200.00
101.3240.329506	Contractor Registration	2,900.00	-	2,900.00
101.3240.341301	Clear Title Search (Open Permit Search)	27,400.00	-	27,400.00

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
101.3240.354002	Construction Board Fines	100.00	-	100.00	
101.3240.354003	Building Code Fines	100.00	-	100.00	
101.3240.361100	Bank Interest Earnings	1.00	-	1.00	
	TOTAL BUILDING FUND REVENUES	**1,271,401.00**	**-**	**1,271,401.00**	

BUILDING FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
101.5000.591001	Transfer Out To General Fund	-	-	-	
101.5000.591105	Transfer Out To 105 Tech	80,000.00	-	80,000.00	
101.5000.595000	Addition to Fund Balance	-	36,596.53	36,596.53	Budgetary account for new accounting system.
101.5240.512000	Regular Salaries	671,488.00	-	671,488.00	
101.5240.514000	Overtime	-	-	-	
101.5240.521000	Fica Taxes	7,689.00	-	7,689.00	
101.5240.522000	Retirement Contributions	79,182.00	-	79,182.00	
101.5240.523000	Life & Health Insurance	175,881.00	-	175,881.00	
101.5240.524000	Workers' Compensation	14,286.00	-	14,286.00	
101.5240.527000	Other Benefits (Ed; Relo; Etc)	-	-	-	
101.5240.531000	Professional Services	25,000.00	-	25,000.00	
101.5240.531003	Land Use Attorney	25,000.00	-	25,000.00	
101.5240.534000	Other Contracted Services	-	-	-	
101.5240.540000	Travel And Per Diem	9,000.00	-	9,000.00	
101.5240.541000	Communication Services And Devices	-	-	-	
101.5240.541005	Communications It Alloc	7,380.00	-	7,380.00	
101.5240.542000	Freight & Postage	3,000.00	-	3,000.00	
101.5240.544000	Rentals And Leases	-	-	-	
101.5240.545000	Risk Management Insurance	18,993.00	-	18,993.00	
101.5240.546000	Repairs And Maintenance Service	-	-	-	
101.5240.546002	Facility Repairs And Maintenance	4,863.00	-	4,863.00	
101.5240.546005	It Repairs And Maintenance	1,500.00	-	1,500.00	
101.5240.547000	Printing And Binding	1,200.00	-	1,200.00	
101.5240.547005	Printing - It Ink And Copy Counts	2,200.00	-	2,200.00	
101.5240.548000	Ads And Promotional Activities	600.00	-	600.00	
101.5240.549001	Merchant Services	40,300.00	-	40,300.00	
101.5240.549002	Bank Fees	-	-	-	
101.5240.551000	Office Supplies	2,500.00	-	2,500.00	
101.5240.552000	Operating Supplies	5,315.00	-	5,315.00	
101.5240.552005	Ops Software & Workstations	19,711.86	468.77	20,180.63	FY 2024 encumbrances rolled forward.
101.5240.554000	Memberships, Subscriptions, Books	4,102.00	-	4,102.00	
101.5240.555000	Training, Education, Conferences	6,500.00	-	6,500.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
101.5240.555005	It Training	270.00	-	270.00	
101.5240.564000	Machinery & Equipment	-	28,374.84	28,374.84	FY 2024 encumbrances rolled forward.
101.5240.564005	It Equipment	-	-	-	
	TOTAL BUILDING FUND EXPENDITURES	**1,205,960.86**	**65,440.14**	**1,271,401.00**	

NPEB FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
102.3000.381102	Transfer In To Npeb	$0	-	$0	
102.3000.395000	Deduction of Fund Balance	-	116,955.00	116,955.00	Budgetary account for new accounting system.
102.3370.322900	Npeb	25,000.00	-	25,000.00	
102.3370.361100	Bank Interest Earnings	50.00	-	50.00	
102.3370.361102	Money Market Interest	1,000.00	-	1,000.00	
	TOTAL NPEB FUND REVENUES	**26,050.00**	**116,955.00**	**143,005.00**	

NPEB FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
102.5000.591000	Transfers Out	-	-	-	
102.5370.531000	Professional Services	3,000.00	2,928.81	5,928.81	Transferred from paused dredge project to cover water quality testing.
102.5370.543000 (Inactive	Utilities	-	-	-	
102.5370.543008	Harbor Pump Utilities	30,000.00	-	30,000.00	
102.5370.549002	Bank Fees	5.00	-	5.00	
102.5370.565000	Construction In Progress	-	-	-	
102.5430.546003	Dredging	110,000.00	(2,928.81)	107,071.19	Dredge project paused. Transfer to cover water testing.
	TOTAL NPEB FUND EXPENDITURES	**143,005.00**	**-**	**143,005.00**	

PARKING FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget
103.3410.344500 (Inactive	Parking Fees	-	-	-
103.3410.344501 (Inactive	Parking Passes	-	-	-
103.3410.354004 (Inactive	Parking Fines	$0	-	$0
103.3410.361100 (Inactive	Bank Interest Earnings	-	-	-
103.3410.361102 (Inactive	Money Market Interest	-	-	-
103.3450.344500	Parking Fees	750,000.00	-	750,000.00
103.3450.344501	Parking Passes	7,000.00	-	7,000.00
103.3450.361100	Bank Interest Earnings	200.00	-	200.00

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
103.3450.361102	Money Market Interest	30,000.00	-	30,000.00	
	TOTAL PARKING FUND REVENUES	**787,200.00**	**-**	**787,200.00**	

PARKING FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
103.5000.591000	Transfers Out	-	-	-	
103.5000.595000	Addition to Fund Balance	-	645,595.00	645,595.00	Budgetary account for new accounting system.
103.5410.531000 (Inactive	Professional Services	-	-	-	
103.5410.543000 (Inactive	Utilities	-	-	-	
103.5410.546000 (Inactive	Repairs And Maintenance Service	-	-	-	
103.5410.549002 (Inactive	Bank Fees	-	-	-	
103.5410.549003 (Inactive	Parking Fine Processing	-	-	-	
103.5410.552000 (Inactive	Operating Supplies	-	-	-	
103.5410.565000 (Inactive	Construction In Progress	-	-	-	
103.5450.531000	Professional Services	50,000.00	(3,126.00)	46,874.00	Transfer to repairs.
103.5450.543000	Utilities	15,500.00	-	15,500.00	
103.5450.546000	Repairs And Maintenance Service	-	3,126.00	3,126.00	Transfer from professional svcs.
103.5450.546001	Median Maintenance	-	-	-	
103.5450.549002	Bank Fees	5.00	-	5.00	
103.5450.549003	Parking Fine Processing	75,000.00	-	75,000.00	
103.5450.552000	Operating Supplies	1,100.00	-	1,100.00	
103.5450.565000	Construction In Progress	-	-	-	
	TOTAL PARKING FUND EXPENDITURES	**141,605.00**	**645,595.00**	**787,200.00**	

PERMITTING TECHNOLOGY FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
105.3000.381105	Transfer In To 105 Tech	166,030.00	-	166,030.00	
105.3243.361100	Bank Interest Earnings	400.00	-	400.00	
105.3243.361102	Money Market Interest	5,000.00	-	5,000.00	
	TOTAL PERMITTING TECHNOLOGY FUND REVENUES	**171,430.00**	**-**	**171,430.00**	

PERMITTING TECHNOLOGY FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
105.5000.595000	Addition to Fund Balance	-	30,610.00	30,610.00	Budgetary account for new accounting system.
105.5243.531000	Professional Services	-	-	-	
105.5243.534000	Other Contracted Services	3,500.00	-	3,500.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
105.5243.549002	Bank Fees	-	-	-	
105.5243.552000	Operating Supplies	66,860.00	70,460.00	137,320.00	Transfer to cover MGO permitting & licensing software (encumbrance rolled forward from 2024).
105.5243.552005	Ops Software & Workstations	-	-	-	
105.5243.564005	It Equipment	-	-	-	
105.5243.565000	Construction In Progress	-	-	-	
	TOTAL PERMITTING TECHNOLOGY FUND EXPENDIT	**70,360.00**	**101,070.00**	**171,430.00**	

TOWN CENTER CRA FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
106.3520.311004	Tiff Revenue - City	678,487.00	-	678,487.00	
106.3520.311005	Tiff Revenue - County	1,609,381.00	-	1,609,381.00	
106.3520.361100	Bank Interest Earnings	45,000.00	-	45,000.00	
106.3520.361102	Money Market Interest	5,000.00	-	5,000.00	
	TOTAL TOWN CENTER CRA FUND REVENUES	**2,337,868.00**	**-**	**2,337,868.00**	

TOWN CENTER CRA FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
106.5000.591001	Transfer Out To General Fund	-	-	-	
106.5000.591214	Transfer Out To 214	732,159.00	-	732,159.00	
106.5000.591224	Transfer Out To 224	307,000.00	(40,333.33)	266,666.67	Adjusted upon 2024 loan closing.
106.5000.595000	Addition to Fund Balance	-	991,406.34	991,406.34	Budgetary account for new accounting system.
106.5410.565000	Construction In Progress	-	198,519.99	198,519.99	FY 2024 encumbrances rolled forward.
106.5520.512000	Regular Salaries	21,827.00	-	21,827.00	
106.5520.514000	Overtime	-	-	-	
106.5520.521000	Fica Taxes	250.00	-	250.00	
106.5520.522000	Retirement Contributions	2,664.00	-	2,664.00	
106.5520.523000	Life & Health Insurance	4,432.00	-	4,432.00	
106.5520.524000	Workers' Compensation	469.00	-	469.00	
106.5520.532000	Audit Services	3,150.00	5,900.00	9,050.00	FY 2024 encumbrances rolled forward.
106.5520.534000	Other Contracted Services	10,000.00	-	10,000.00	
106.5520.543000	Utilities	17,600.00	-	17,600.00	
106.5520.546000	Repairs And Maintenance Service	1,000.00	-	1,000.00	
106.5520.546001	Median Maintenance	80,724.00	-	80,724.00	
106.5520.549002	Bank Fees	-	-	-	
106.5520.552000	Operating Supplies	-	-	-	
106.5520.554000	Memberships, Subscriptions, Books	1,100.00	-	1,100.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
106.5520.565000	Construction In Progress	-	-	-	
	TOTAL TOWN CENTER CRA FUND EXPENDITURES	**1,182,375.00**	**1,155,493.00**	**2,337,868.00**	

HARBOR CRA FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
107.3000.381107	Transfer In To Harbor Cra	8,868,432.00	131,568.00	9,000,000.00	Adjusted upon 2024 loan closing.
107.3000.395000	Deduction of Fund Balance	-	-	-	
107.3520.311004	Tiff Revenue - City	557,572.00	-	557,572.00	
107.3520.311005	Tiff Revenue - County	557,572.00	-	557,572.00	
107.3520.361100	Bank Interest Earnings	1,000.00	-	1,000.00	
107.3520.361102	Money Market Interest	15,000.00	-	15,000.00	
107.3520.362000	Rent Of City Property	12,700.00	-	12,700.00	
	TOTAL HARBOR CRA FUND REVENUES	**10,012,276.00**	**131,568.00**	**10,143,844.00**	

HARBOR CRA FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
107.5000.591001	Transfer Out To General Fund	8,500,000.00	(8,500,000.00)	-	Adjusted upon 2024 loan closing.
107.5000.591209	Transfer Out To 209	-	-	-	
107.5000.591221	Transfer Out To 221	477,641.00	-	477,641.00	
107.5000.591224	Transfer Out To 224	663,409.00	352,506.97	1,015,915.97	Adjusted upon 2024 loan closing.
107.5000.595000	Addition to Fund Balance	-	8,572,471.89	8,572,471.89	Budgetary account for new accounting system.
107.5520.512000	Regular Salaries	21,827.00	-	21,827.00	
107.5520.514000	Overtime	-	-	-	
107.5520.521000	Fica Taxes	250.00	-	250.00	
107.5520.522000	Retirement Contributions	2,664.00	-	2,664.00	
107.5520.523000	Life & Health Insurance	4,432.00	-	4,432.00	
107.5520.524000	Workers' Compensation	469.00	-	469.00	
107.5520.532000	Audit Services	3,150.00	5,900.00	9,050.00	FY 2024 encumbrances rolled forward.
107.5520.534000	Other Contracted Services	-	333.14	333.14	FY 2024 encumbrances rolled forward.
107.5520.543000	Utilities	4,400.00	-	4,400.00	
107.5520.544000	Rentals And Leases	-	-	-	
107.5520.546000	Repairs And Maintenance Service	1,000.00	-	1,000.00	
107.5520.546001	Median Maintenance	32,290.00	-	32,290.00	
107.5520.549002	Bank Fees	-	-	-	
107.5520.552000	Operating Supplies	-	-	-	
107.5520.554000	Memberships, Subscriptions, Books	1,100.00	-	1,100.00	
107.5520.561000	Land	-	-	-	
107.5520.565000	Construction In Progress	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
	TOTAL HARBOR CRA FUND EXPENDITURES	**9,712,632.00**	**431,212.00**	**10,143,844.00**	

FDEP WATER QUALITY FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
108.3000.395000	Deduction of Fund Balance	-	24,850.00	24,850.00	Budgetary account for new accounting system.
108.3370.361100	Bank Interest Earnings	50.00	-	50.00	
108.3370.361102	Money Market Interest	100.00	-	100.00	
	TOTAL FDEP WATER QUALITY FUND REVENUES	**150.00**	**24,850.00**	**25,000.00**	

FDEP WATER QUALITY FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
108.5370.544000	Rentals And Leases	20,000.00	-	20,000.00	
108.5370.546000	Repairs And Maintenance Service	5,000.00	-	5,000.00	
108.5370.549002	Bank Fees	-	-	-	
108.5370.565000	Construction In Progress	-	-	-	
	TOTAL FDEP WATER QUALITY FUND EXPENDITURES	**25,000.00**	**-**	**25,000.00**	

OKALOOSA HALF PENNY FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
109.3000.338002	County 1/2 Penny Infrastructure	1,671,485.00	-	1,671,485.00	
109.3000.361100	Bank Interest Earnings	15,000.00	-	15,000.00	
109.3000.361102	Money Market Interest	30,000.00	-	30,000.00	
109.3000.381109	Transfer In To 109 Oka Half	-	229,151.01	229,151.01	Adjusted upon 2024 loan closing.
109.3000.395000	Deduction of Fund Balance	-	2,530,026.71	2,530,026.71	Budgetary account for new accounting system.
	TOTAL OKALOOSA HALF PENNY FUND REVENUES	**1,716,485.00**	**2,759,177.72**	**4,475,662.72**	

OKALOOSA HALF PENNY FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
109.5000.591000	Transfers Out	353,866.00	(353,866.00)	-	
109.5000.591221	Transfer Out To 221	-	353,866.16	353,866.16	
109.5130.549002	Bank Fees	5.00	(0.16)	4.84	
109.5380.564000	Machinery & Equipment	-	-	-	
109.5380.565000	Construction In Progress	1,200,000.00	39,575.00	1,239,575.00	FY 2024 encumbrances rolled forward.
109.5392.565000	Construction In Progress	500,000.00	717,716.72	1,217,716.72	FY 2024 encumbrances rolled forward.
109.5410.565000	Construction In Progress	1,600,000.00	64,500.00	1,664,500.00	FY 2024 encumbrances rolled forward.

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
109.5726.561000	Land	-	-	-	
109.5726.565000	Construction In Progress	-	-	-	
	TOTAL OKALOOSA HALF PENNY FUND EXPENDITUR	**3,653,871.00**	**821,791.72**	**4,475,662.72**	

2013 LOAN FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget
213.3000.381213	Transfer In To 213	552,549.00	-	552,549.00
213.3170.361100	Bank Interest Earnings	200.00	-	200.00
	TOTAL 2013 LOAN FUND REVENUES	**552,749.00**	**-**	**552,749.00**

2013 LOAN FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
213.5000.595000	Addition to Fund Balance	-	45.00	45.00	Budgetary account for new accounting system.
213.5170.549002	Bank Fees	5.00	-	5.00	
213.5170.571000	Principal	448,687.00	-	448,687.00	
213.5170.572000	Interest Expense	104,012.00	-	104,012.00	
	TOTAL 2013 LOAN FUND EXPENDITURES	**552,704.00**	**45.00**	**552,749.00**	

2014 LOAN FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget
214.3000.381214	Transfer In To 214	732,159.00	-	732,159.00
214.3170.361100	Bank Interest Earnings	200.00	-	200.00
	TOTAL 2014 LOAN FUND REVENUES	**732,359.00**	**-**	**732,359.00**

2014 LOAN FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
214.5000.595000	Addition to Fund Balance	-	274.00	274.00	Budgetary account for new accounting system.
214.5170.549002	Bank Fees	5.00	-	5.00	
214.5170.571000	Principal	472,896.00	-	472,896.00	
214.5170.572000	Interest Expense	259,184.00	-	259,184.00	
	TOTAL 2014 LOAN FUND EXPENDITURES	**732,085.00**	**274.00**	**732,359.00**	

2021 LOAN FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
221.3000.381221	Transfer In To 221	1,296,482.00	-	1,296,482.00	
221.3170.361100	Bank Interest Earnings	750.00	-	750.00	
221.3170.384000	Proceeds From Debt	$0	-	$0	
221.3170.385000	Proceeds From Refunding Bonds	$0	-	$0	
	TOTAL 2021 LOAN FUND REVENUES	**1,297,232.00**	**-**	**1,297,232.00**	
	2021 LOAN FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
221.5000.591000	Transfers Out	-	-	-	
221.5000.595000	Addition to Fund Balance	-	650.00	650.00	Budgetary account for new accounting system.
221.5170.549002	Bank Fees	100.00	-	100.00	
221.5170.571000	Principal	1,236,000.00	-	1,236,000.00	
221.5170.572000	Interest Expense	60,482.00	-	60,482.00	
221.5170.573000	Cost Of Issuance	-	-	-	
	TOTAL 2021 LOAN FUND EXPENDITURES	**1,296,582.00**	**650.00**	**1,297,232.00**	
	2023 TDC AFA FUND: REVENUES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
223.3000.381223	Transfer In To 223	$0	-	$0	
223.3170.384000	Proceeds From Debt	$0	-	$0	
223.3726.337712	Tdc 12.5%	750,000.00	-	750,000.00	
	TOTAL 2023 TDC AFA FUND REVENUES	**750,000.00**	**-**	**750,000.00**	
	2023 TDC AFA FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
223.5000.591000	Transfers Out	-	-	-	
223.5170.571000	Principal	750,000.00	-	750,000.00	
223.5726.561000	Land	-	-	-	
	TOTAL 2023 TDC AFA FUND EXPENDITURES	**750,000.00**	**-**	**750,000.00**	
	2024 LOAN FUND: REVENUES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
224.3000.381224	Transfer In To 224	1,842,803.00	238,445.61	2,081,248.61	Adjusted upon 2024 loan closing.
224.3170.361100	Bank Interest Earnings	50.00	-	50.00	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
224.3170.384000	Proceeds From Debt	25,000,000.00	(25,000,000.00)	-	Adjusted upon 2024 loan closing.
	TOTAL 2024 LOAN FUND REVENUES	**26,842,853.00**	**(24,761,554.39)**	**2,081,298.61**	

2024 LOAN FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
224.5000.591000	Transfers Out	24,634,504.00	(24,634,504.00)	-	Adjusted upon 2024 loan closing. (Deposit to 324 construction fund).
224.5000.595000	Addition to Fund Balance	-	50.00	50.00	Budgetary account for new accounting system.
224.5170.549002	Bank Fees	-	-	-	
224.5170.571000	Principal	837,803.00	334,197.00	1,172,000.00	Adjusted upon 2024 loan closing.
224.5170.572000	Interest Expense	1,005,000.00	(232,196.39)	772,803.61	Adjusted upon 2024 loan closing.
224.5170.573000	Cost Of Issuance	365,496.00	(229,051.00)	136,445.00	Adjusted upon 2024 loan closing.
	TOTAL 2024 LOAN FUND EXPENDITURES	**26,842,803.00**	**(24,761,504.39)**	**2,081,298.61**	

RENEWAL & REPLACEMENT FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
301.3000.369900	Other Miscellaneous Revenue	$0	-	$0	
301.3000.381301	Transfer In To 301 Rr	3,600,000.00	-	3,600,000.00	
301.3000.395000	Deduction of Fund Balance	-	1,253,090.82	1,253,090.82	Budgetary account for new accounting system.
301.3132.361100	Bank Interest Earnings	1,150.00	-	1,150.00	
301.3132.361102	Money Market Interest	15,000.00	-	15,000.00	
301.3132.366000	Other Contributions	$0	-	$0	
301.3413.312410	Gas Tax#1	536,474.00	-	536,474.00	
	TOTAL RENEWAL & REPLACEMENT FUND REVENUE	**4,152,624.00**	**1,253,090.82**	**5,405,714.82**	

RENEWAL & REPLACEMENT FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
301.5000.591000	Transfers Out	-	-	-	
301.5130.549002	Bank Fees	5.00	-	5.00	
301.5132.562000	Buildings & Fixtures	-	-	-	
301.5132.565000	Construction In Progress	-	-	-	
301.5210.565000	Construction In Progress	-	-	-	
301.5240.565000	Construction In Progress	-	-	-	
301.5241.564000	Machinery & Equipment	-	-	-	
301.5241.565000	Construction In Progress	32,000.00	(32,000.00)	-	
301.5380.564000	Machinery & Equipment	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
301.5380.565000	Construction In Progress	-	20,495.00	20,495.00	FY 2024 encumbrances rolled forward.
301.5410.564000	Machinery & Equipment	-	204,971.41	204,971.41	FY 2024 encumbrances rolled forward.
301.5410.565000	Construction In Progress	1,654,499.00	17,310.34	1,671,809.34	FY 2024 encumbrances rolled forward.
301.5412.564000	Machinery & Equipment	-	-	-	
301.5413.549002	Bank Fees	5.00	-	5.00	
301.5413.565000	Construction In Progress	591,242.00	8,116.40	599,358.40	FY 2024 encumbrances rolled forward.
301.5710.565000	Construction In Progress	25,000.00	7,039.19	32,039.19	FY 2024 encumbrances rolled forward.
301.5721.565000	Construction In Progress	717,500.00	-	717,500.00	
301.5722.565000	Construction In Progress	1,437,050.00	560,637.48	1,997,687.48	FY 2024 encumbrances rolled forward.
301.5726.564000	Machinery & Equipment	158,000.00	-	158,000.00	
301.5726.565000	Construction In Progress	3,844.00	-	3,844.00	
	TOTAL RENEWAL & REPLACEMENT FUND EXPENDIT	**4,619,145.00**	**786,569.82**	**5,405,714.82**	

CAPITAL GRANT FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
305.3000.381105	Transfer In To 105 Tech	-	-	-	
305.3000.381109	Transfer In To 109 Oka Half	-	-	-	
305.3000.381305	Transfer In To 305 Grants	2,740,082.00	(2,740,082.00)	-	
305.3000.395000	Deduction of Fund Balance	-	19,115.83	19,115.83	
305.3171.383100	Lease Inception Proceeds	-	-	-	
305.3380.331391	Fed - Physical Envir Cip Grant	-	-	-	
305.3380.331392	Fed - Nfwf Stormwater Cip Grant	-	-	-	
305.3380.331393	Fed - American Recovery Plan Act (Arpa)	-	720,656.24	720,656.24	Rolled forward grant award balance.
305.3380.334361	State - Fdem Stormwater Equipment	-	-	-	
305.3380.334362	State - Fdep Mattie and 4Prong	1.00	1,000,000.00	1,000,001.00	State appropriation awarded.
305.3410.334491	State - Fdot Crosstown	-	-	-	
305.3410.334493	State - Fdot Multi-Use Trail	-	208,520.01	208,520.01	Rolled forward grant award balance.
305.3410.337402	Bocc-Crosstown	3,300,000.00	-	3,300,000.00	
305.3410.366004	Private Donation	-	-	-	
305.3430.334494	State-Fdep-Dredging Op Grant	1.00	99,999.00	100,000.00	FDEP grant awarded.
305.3430.337401	Bocc-Dredging	1.00	399,999.00	400,000.00	BOCC grant awarded.
305.3710.331715	Fed - Imls Cares Library Grant	-	-	-	
305.3722.361100	Bank Interest Earnings	1.00	199.00	200.00	
305.3726.331701	Fed - Restore Park Cip Grant	729,918.00	-	729,918.00	
305.3726.334701	State-Fdep-Pickleball Court Construction	-	50,000.00	50,000.00	FDEP/FRDP award granted
305.3726.334702	State-Fdep-Leonard Destin Park	-	-	-	
305.3726.337703	Bocc-Crystal & Tarpon Beach	2,662,980.00	(32,520.78)	2,630,459.22	Adjusted award balance rolled forward.
305.3726.337712	Tdc 12.5%	2,204,870.00	(567,062.13)	1,637,807.87	Adjusted award balance rolled forward.
305.3726.366004	Private Donation	-	-	-	
	TOTAL CAPITAL GRANT FUND REVENUES	**11,637,854.00**	**(841,175.83)**	**10,796,678.17**	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
	CAPITAL GRANT FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
305.5000.591000	Transfers Out	-	-	-	
305.5000.595000	Addition to Fund Balance	-	-	-	
305.5171.568000	Lease	-	-	-	
305.5171.571000	Principal	-	-	-	
305.5171.572000	Interest Expense	-	-	-	
305.5380.549002	Bank Fees	-	-	-	
305.5380.552000	Operating Supplies	-	-	-	
305.5380.552005	Ops Software & Workstations	-	-	-	
305.5380.564000	Machinery & Equipment	72,000.00	(72,000.00)	-	
305.5380.565000	Construction In Progress	600,001.00	1,116,606.24	1,716,607.24	Adjusted for grants awarded.
305.5410.561000	Land	-	-	-	
305.5410.565000	Construction In Progress	3,300,001.00	208,519.01	3,508,520.01	Adjusted for grants awarded.
305.5430.546003	Dredging	325,002.00	174,998.00	500,000.00	Adjusted for grants awarded.
305.5520.563000	Infrastructure	-	-	-	
305.5710.564005	It Equipment	220,000.00	(220,000.00)	-	
305.5722.565000	Construction In Progress	194,000.00	(170,634.17)	23,365.83	Adjusted for grants awarded.
305.5726.561000	Land	-	-	-	
305.5726.565000	Construction In Progress	6,926,850.00	(1,878,664.91)	5,048,185.09	Adjusted award balance rolled forward.
	TOTAL CAPITAL GRANT FUND EXPENDITURES	**11,637,854.00**	**(841,175.83)**	**10,796,678.17**	
	GAS TAX#2 FUND: REVENUES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
306.3000.381306	Transfer In To 306 Gastax#2	-	-	-	
306.3000.395000	Deduction of Fund Balance	-	730,526.77	730,526.77	Budgetary account for new accounting system.
306.3410.312430	Gas Tax#2	241,729.00	-	241,729.00	
306.3410.361100	Bank Interest Earnings	5,000.00	-	5,000.00	
306.3410.361102	Money Market Interest	100.00	-	100.00	
306.3414.312430 (Inactive	Gas Tax#2	-	-	-	
306.3414.361100 (Inactive	Bank Interest Earnings	-	-	-	
306.3414.361102 (Inactive	Money Market Interest	-	-	-	
	TOTAL GAS TAX#2 FUND REVENUES	**246,829.00**	**730,526.77**	**977,355.77**	
	GAS TAX#2 FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
306.5000.591000	Transfers Out	-	-	-	
306.5000.591224	Transfer Out To 224	264,339.00	(4,339.00)	260,000.00	Adjusted upon 2024 loan closing.
306.5410.531000	Professional Services	-	-	-	
306.5410.549002	Bank Fees	5.00	-	5.00	
306.5410.565000	Construction In Progress	700,000.00	17,350.77	717,350.77	FY 2024 encumbrances rolled forward.
306.5414.531000 (Inactive	Professional Services	-	-	-	
306.5414.549002 (Inactive	Bank Fees	-	-	-	
306.5414.565000 (Inactive	Construction In Progress	-	-	-	
	TOTAL GAS TAX#2 FUND EXPENDITURES	**964,344.00**	**13,011.77**	**977,355.77**	

ELECTRIC FRANCHISE (UNDERGROUNDING) FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
307.3000.381307	Transfer In To 307 Electric	-	765,053.68	765,053.68	Adjusted upon 2024 loan closing.
307.3000.395000	Deduction of Fund Balance	-	-	-	Budgetary account for new accounting system.
307.3392.323101	Electric Franchise Fee (2% Restricted)	934,575.00	-	934,575.00	
307.3392.361100	Bank Interest Earnings	15,000.00	-	15,000.00	
307.3392.361102	Money Market Interest	10,000.00	-	10,000.00	
	TOTAL ELECTRIC FRANCHISE FUND REVENUES	**959,575.00**	**765,053.68**	**1,724,628.68**	

ELECTRIC FRANCHISE (UNDERGROUNDING) FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
307.5000.591224	Transfer Out To 224	540,689.00	(179,412.68)	361,276.32	Adjusted upon 2024 loan closing.
307.5000.595000	Addition to Fund Balance	-	397,847.36	397,847.36	Budgetary account for new accounting system.
307.5392.549002	Bank Fees	5.00	-	5.00	
307.5392.565000	Construction In Progress	800,000.00	165,500.00	965,500.00	FY 2024 encumbrances rolled forward.
	TOTAL ELECTRIC FRANCHISE FUND EXPENDITURES	**1,340,694.00**	**383,934.68**	**1,724,628.68**	

POLICE IMPACT FEES FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget
310.3000.381310	Transfer In To 310 Police Imp	-	-	-
310.3241.324110	Public Safety Impact Residential	500.00	-	500.00
310.3241.324120	Public Safety Impact Commercial	100.00	-	100.00
310.3241.361100	Bank Interest Earnings	25.00	-	25.00
310.3241.361102	Money Market Interest	-	-	-
310.3242.324110 (Inactive	Public Safety Impact Residential	-	-	-
310.3242.324120 (Inactive	Public Safety Impact Commercial	-	-	-

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
310.3242.361100 (Inactive	Bank Interest Earnings	-	-	-	
310.3242.361102 (Inactive	Money Market Interest	-	-	-	
310.3711.361102 (Inactive	Money Market Interest	-	-	-	
	TOTAL POLICE IMPACT FUND REVENUES	**625.00**	**-**	**625.00**	

POLICE IMPACT FEES FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
310.5000.595000	Addition to Fund Balance	-	614.25	614.25	Budgetary account for new accounting system.
310.5241.549002	Bank Fees	1.00	9.75	10.75	
310.5241.565000	Construction In Progress	-	-	-	
310.5242.549002 (Inactive	Bank Fees	-	-	-	
310.5242.565000 (Inactive	Construction In Progress	-	-	-	
	TOTAL POLICE IMPACT FUND EXPENDITURES	**1.00**	**624.00**	**625.00**	

TRANSPORTATION IMPACT FEES FUND: REVENUES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
311.3000.381311	Transfer In To 311 Road Imp	-	-	-	
311.3000.395000	Deduction of Fund Balance	-	1,538,947.69	1,538,947.69	Budgetary account for new accounting system.
311.3410.324310	Transportation Impact Residential	50,000.00	-	50,000.00	
311.3410.324320	Transportation Impact Commercial	25,000.00	-	25,000.00	
311.3410.361100	Bank Interest Earnings	125.00	-	125.00	
311.3410.361102	Money Market Interest	20,000.00	-	20,000.00	
311.3415.324310 (Inactive	Transportation Impact Residential	-	-	-	
311.3415.324320 (Inactive	Transportation Impact Commercial	-	-	-	
311.3415.361100 (Inactive	Bank Interest Earnings	-	-	-	
311.3415.361102 (Inactive	Money Market Interest	-	-	-	
	TOTAL TRANSPORTATION IMPACT FUND REVENUES	**95,125.00**	**1,538,947.69**	**1,634,072.69**	

TRANSPORTATION IMPACT FEES FUND: EXPENDITURES

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	
311.5000.591000	Transfers Out	-	-	-	
311.5410.531000	Professional Services	-	-	-	
311.5410.549002	Bank Fees	5.00	-	5.00	
311.5410.565000	Construction In Progress	1,621,000.00	13,067.69	1,634,067.69	FY 2024 encumbrances rolled forward.
311.5415.549002 (Inactive	Bank Fees	-	-	-	
311.5415.565000 (Inactive	Construction In Progress	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
	TOTAL TRANSPORTATION IMPACT FUND EXPENDIT	**1,621,005.00**	**13,067.69**	**1,634,072.69**	
	LIBRARY IMPACT FEES FUND: REVENUES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
312.3000.381312	Transfer In To 312 Library Imp	-	-	-	
312.3000.395000	Deduction of Fund Balance	-	295,050.00	295,050.00	Budgetary account for new accounting system.
312.3710.324611	Library Impact Residential	5,000.00	-	5,000.00	
312.3710.324621	Library Impact Commercial	-	-	-	
312.3710.361100	Bank Interest Earnings	500.00	-	500.00	
312.3710.361102	Money Market Interest	500.00	-	500.00	
312.3711.324611 (Inactive	Library Impact Residential	-	-	-	
312.3711.324621 (Inactive	Library Impact Commercial	-	-	-	
312.3711.361100 (Inactive	Bank Interest Earnings	-	-	-	
312.3711.361102 (Inactive	Money Market Interest	-	-	-	
	TOTAL LIBRARY IMPACT FUND REVENUES	**6,000.00**	**295,050.00**	**301,050.00**	
	LIBRARY IMPACT FEES FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
312.5710.549002	Bank Fees	-	-	-	
312.5710.565000	Construction In Progress	260,000.00	41,050.00	301,050.00	FY 2024 encumbrances rolled forward.
312.5711.549002 (Inactive	Bank Fees	-	-	-	
312.5711.565000 (Inactive	Construction In Progress	-	-	-	
312.5726.565000 (Inactive	Construction In Progress	-	-	-	
	TOTAL LIBRARY IMPACT FUND EXPENDITURES	**260,000.00**	**41,050.00**	**301,050.00**	
	PARK IMPACT FEES FUND: REVENUES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
313.3000.381313	Transfer In To 313 Park Imp	-	-	-	
313.3000.395000	Deduction of Fund Balance	-	541,002.76	541,002.76	Budgetary account for new accounting system.
313.3726.324612	Park Impact Residential	15,000.00	-	15,000.00	
313.3726.324622	Park Impact Commercial	5,000.00	-	5,000.00	
313.3726.361100	Bank Interest Earnings	5,200.00	(200.00)	5,000.00	
313.3726.361102	Money Market Interest	500.00	-	500.00	
313.3729.324612	Park Impact Residential	-	-	-	
313.3729.324622 (Inactive	Park Impact Commercial	-	-	-	
313.3729.361100 (Inactive	Bank Interest Earnings	-	-	-	

Account	Account Description	Original Budget	Transfers/ Adjustments	Revised Budget	Comments
313.3729.361102 (Inactive	Money Market Interest	-	-	-	
	TOTAL PARK IMPACT FUND REVENUES	**25,700.00**	**540,802.76**	**566,502.76**	

	PARK IMPACT FEES FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
313.5000.595000	Addition to Fund Balance	-	-	-	
313.5722.565000	Construction In Progress	-	316,502.76	316,502.76	FY 2024 encumbrances rolled forward.
313.5726.549002	Bank Fees	-	-	-	
313.5726.563000	Infrastructure	-	-	-	
313.5726.565000	Construction In Progress	500,000.00	(250,000.00)	250,000.00	Moved from "parks" to "morgan sport complex" to cover FY 2024 encumbrances rolled forward.
313.5729.549002 (Inactive	Bank Fees	-	-	-	
313.5729.563000 (Inactive	Infrastructure	-	-	-	
313.5729.565000 (Inactive	Construction In Progress	-	-	-	
	TOTAL PARK IMPACT FUND EXPENDITURES	**500,000.00**	**66,502.76**	**566,502.76**	

	2024 CONSTRUCTION FUND: REVENUES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
324.3000.381324	Transfer In To 324	15,766,072.00	(15,766,072.00)	-	Adjusted upon 2024 loan closing.
324.3000.395000	Deduction of Fund Balance	-	62,766.27	62,766.27	
324.3170.384000	Proceeds From Debt	-	25,000,000.00	25,000,000.00	Adjusted upon 2024 loan closing.
324.3392.361100	Bank Interest Earnings	-	-	-	
	TOTAL 2024 CONSTRUCTION FUND REVENUES	**15,766,072.00**	**9,296,694.27**	**25,062,766.27**	

	2024 CONSTRUCTION FUND: EXPENDITURES				
Account	**Account Description**	**Original Budget**	**Transfers/ Adjustments**	**Revised Budget**	
324.5000.591000	Transfers Out	-	87,325.00	87,325.00	Adjusted upon 2024 loan closing.
324.5000.591107	Transfer Out To 107 Harbor Cra	-	9,000,000.00	9,000,000.00	Adjusted upon 2024 loan closing.
324.5000.591109	Transfer Out To 109 Oka Half	-	229,151.01	229,151.01	Adjusted upon 2024 loan closing.
324.5000.591307	Transfer Out To 307 Electric	-	765,053.68	765,053.68	Adjusted upon 2024 loan closing.
324.5392.549002	Bank Fees	-	25.55	25.55	Adjusted upon 2024 loan closing.
324.5392.565000	Construction In Progress	11,309,972.00	(804,176.67)	10,505,795.33	Adjusted upon 2024 loan closing.
324.5410.565000	Construction In Progress	4,456,100.00	19,315.70	4,475,415.70	Adjusted upon 2024 loan closing.
	TOTAL 2024 CONSTRUCTION FUND EXPENDITURES	**15,766,072.00**	**9,296,694.27**	**25,062,766.27**	