DESTIN CITY COUNCIL MEETING
DECEMBER 1, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Integrity*****

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Destin Pee Wee Tackle Football PYFA Champions
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. Miscellaneous Asphaltic Concrete Services, authorization to renew contract
   B. Median/ROW Landscaping Maintenance, authorization to renew contract
   C. RFB 25-11-PW, Debris Monitoring Continuing Services, authorization to execute contracts
   D. RFB 25-13-PW, Mattie Kelly Outfall Project, consideration of contract
   E. Approval of minutes of November 3, 2025, Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. Six-Month Extension of Tyler Technologies SaaS Contract (January 1 – June 30, 2026)
   B. CRA Advisory Committee CY2025 Motions
   C. FY 2026 Budget Amendment - FRS
   D. Consideration of Letter Opposing Oil Drilling and Energy Exploration in the Eastern Gulf of Mexico (America)
   E. Annexation Timeline
   F. First Amendment to the Four Prong Lake ILA
   G. Announcements
5. **PUBLIC HEARINGS**
   A. A public hearing regarding the submittal of a Major Development Order (DEV-001643-2025) for the construction of The Drury Plaza Hotel, located at 1001 East Highway 98 (Parcel ID: 00-2S-22-0000-0013-014A). The application includes the construction of a six (6) story building with 225,615 square feet of hotel and conference room space. This project will include a total of 320 hotel rooms, site stormwater improvements, parking, internal and external pedestrian networks, and associated infrastructure.

B. Second reading of Ordinance 25-17-LC - Relating to platting, requiring administrative review, processing, and approval of plats pursuant to Chapter 177, Florida Statutes.

C. Second 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.

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 # 2025-1361

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: 11-24-25

SUBJECT: Destin Pee Wee Tackle Football PYFA Champions

I. BACKGROUND:

II. DISCUSSION: PYFA Football is made up of surrounding cities.

A. Link to Strategic Goals / Objectives: Enhanced 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:

IV. RECOMMENDED MOTION:

Attachments:

1. Council Speech 2025

FOR IMMEDIATE RELEASE
November 17, 2025

Contact: Morgan Sports Center
(850) 650-1241
recreation@cityofdestin.com

Destin Pee Wee Tackle Football Team

Destin Fl. –

Tonight, we want to introduce you to our Superbowl winning 2025 Destin Dolphins Pee Wee Tackle Football Team.

This season the Pee Wee Dolphins had a record of 7-1 in the regular season and finished with the number 2 seed in the West Division.

After beating Freeport in the second round, Shalimar in the third round, they advanced to the Superbowl and beat Jackson County 19-6.

The team is head coached by Joe Cope and now we would like to turn it over to the coaches to introduce the team.

ITEM # 2025-1214

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 11/19/2025

SUBJECT: Miscellaneous Asphaltic Concrete Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited staff and is not equipped to perform concrete services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, expertise, and personnel.

II. DISCUSSION: The execution of this contract extension by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by City Council. As per our policy, any project totaling more than $35,000 will come before City Council for approval. The renewal is the 3rd of 4 possible extensions. H&T's Anti Human Trafficking Affidavit is included as ATT3.

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): Approximately 5 million has been budgeted for transportation renewal and replacement projects in FY26.

C. Level of Service (LOS): LOS is overall improved. Replacement of roads, improved driving surfaces.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: This action allows for the execution of a one-year contract extension with H&T Contractors LLC for miscellaneous asphaltic concrete services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a one-year contract extension with H&T Contractors, LLC through December 31, 2026.

Attachments:

1. ATT1 H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
2. ATT2 H&T Contractors LLC Misc Asphaltic Concrete CY26 Contract Extension
3. ATT3 H&T Anti Human Trafficking Affidavit signed

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRA CT

On March 6, 2023 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City,** accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:
This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work,** encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Tim Extensions:
This contract will be in effect from March 7, 2023 through December 31, 2023 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:
The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance

sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out ot: because of: or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager

will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice: place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated: immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of

the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein js intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 **Jury Trial Waiver**

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF TIDS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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.
d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:
Lance A. Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32459

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 07TH day of MARCH, 2023.

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Witness

Heather Bailey
(Printed Name)

Witness

Its: MGR/M
(Title)

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL Zip Code: 32439

Telephone: (850) 835-0231 Fax: (850) 835-5123

Number of Years in Business: 14 Email: Misty@h-tcontractors.com

PART II *Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

#	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) with fiber	SY	20.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) with fiber	SY	15.75
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
27	Guardrail (FDOT Index 400)	LF	450.00
28	Mobilization	LUMP	4,000.00
29	12" inch RCP provided, delivered, and installed	LF	92.00
30	15" inch RCP provided, delivered, and installed	LF	92.00
31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

***Shall be fiber-reinforced 4000psi.**

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles,

and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MGMR

Signature: Heather Bailey

Date of Bid: 02/16/2023

Note: See RFB Section III, Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Extension") dated the 1st day of January, 2026, is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year that certain contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC ("Contract") to provide miscellaneous asphaltic concrete services for the City. This Extension will begin on January 1, 2026 and will extend through December 31, 2026.

This is the **3rd of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them.

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 THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

City of Destin

_____
(Signature)

By: _____
Larry Jones
City Manager

_____
(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

H&T Contractors LLC

_____
(Signature)

By: _____
(Signature)

_____
(Signature)

_____
(Name &Title)

ATTEST: _____
(Signature)

_____
(Name &Title)

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: H&T Contractors, LLC
Date: 11/24/2025

STATE OF FLORIDA
COUNTY OF WALTON

SWORN TO AND SUBSCRIBED before me [✓] 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 N/A as identification this 24th day of November, 2025.

Notary Public

(Notary Seal)

Notary Public State of Florida
Misty M Shaw
My Commission
HH 253069
Exp. 8/8/2026

ITEM # 2025-1215

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 11/20/2025

SUBJECT: Median/ROW Landscaping Maintenance, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited personnel and is not equipped to perform landscaping maintenance services. For these more extensive projects, it is necessary to outsource the work to vendors who have the equipment, expertise, and personnel.

II. DISCUSSION: The City has been very pleased with GCEC's performance in Year 1. Effective July 24, 2026, the contractor will also assume maintenance responsibilities for the FDOT median beautification project from Airport Road to the Walton County Line. This renewal is the 1st of 4 possible extensions. Note: GCEC's Anti-Human Trafficking Affidavit is included on pages 8&9 of their Year 1 contract.

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): Funds were budgeted for FY 2026 to cover this contract to maintain medians and landscaping at certain facilities: .

Budget Impact

	001.5132.546000 Facilities Maintenance	001.5390.546000 Cemetery Maintenance	001.5411.546001 Median Maintenance	001.5710.546000 Library Maintenance	001.5726.546000 Parks Maintenance	1
FY 26 Budget*	46,241	110,315	192,992	41,618	33,982	
Previous Expenses/Encumbrances	(8,830)	(15,704)	(64,051)	(3,771)	(8,884)	
Available Program Budget	37,411	94,611	128,941	37,847	25,099	
This Agreement +(-)	(23,105)	(47,111)	(125,817)	(7,258)	(13,661)	
FY 26 Remaining Program Budget	$ 14,306	$ 47,501	$ 3,124	$ 30,590	$ 11,438	$

**FY 26 Budget includes Encumbrance rollforwards*

103.5450.546000 Parking Lot Maintenance	106.5520.546001 TC CRA Median Maint	107.5520.546001 Harbor CRA Median Maint	TOTAL
9,626	77,262	40,721	552,757
-	(21,269)	(15,372)	(137,880)
9,626	55,993	25,349	414,876
(3,126)	(51,155)	(33,463)	(304,694)
$ 6,501	$ 4,838	$ (8,115)	$ 110,182

Gulf Coast Environmental - Median Maintenance + landscaping

PO Line	Median Maintenance:	Jan 1, 2026 to Dec 31, 2026	Account Coding	Services/Type	
1	Harbor Blvd (Marler Bridge to Airport Road)	25,305.75	106.5520.546001	Percentage	50%
1	Harbor Blvd (Marler Bridge to Airport Road)	25,305.75	107.5520.546001	Percentage	50%
2	US98-Emerald Coast Parkway (Airport Rd to Matthew Blvd)	37,701.00	001.5411.546001	Amount	
3	US98-Emerald Coast Parkway (Matthew Blvd to Kel-Wen Circle)	15,918.50	001.5411.546001	Amount	
4	US98-Emerald Coast Parkway (Kel-Wen Circle to Walton County Line)	20,339.50	001.5411.546001	Amount	
5	Mountain Drive	8,157.50	107.5520.546001	Amount	
6	Main Street	6,887.00	106.5520.546001	Amount	
7	Legion Drive	2,773.00	106.5520.546001	Amount	
8	Airport Road	16,189.00	106.5520.546001	Amount	
9	Scenic Highway 98	14,071.50	001.5411.546001	Amount	
10	Commons Drive	18,504.00	001.5411.546001	Amount	
11	Second Application of Pine Straw	19,282.50	001.5411.546001	Amount	
	Landscaping:				
12	Mattie Kelly Arts Property	13,660.50	001.5726.546000	Amount	
13	City Hall, Annex, & Museum	23,104.75	001.5132.546000	Amount	
14	Cemetery	47,110.50	001.5390.546000	Amount	
15	Library	7,257.75	001.5710.546000	Amount	
16	Marler St Parking Lot	3,125.50	103.5450.546000	Amount	
		304,694.00			

C. Level of Service (LOS): Improved service consistency/coverage and predictable maintenance scheduling.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: This action allows for the execution of a one-year contract extension with Gulf Coast Environmental Contractors Inc. for landscaping maintenance services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a 1-year contract extension with Gulf Coast Environmental Contractors for median, grounds and right-of-way landscaping maintenance services.

Attachments:

1. GCEC ROW Grounds Maint Cont Srvc contract 2025 signed
2. Gulf Coast Environmental Contractors Misc Grounds ROW CY26 Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS RIGHT-OF-WAY AND GROUNDS MAINTENANCE CONTINUING SERVICES CONTRACT

On December 16, 2024, the City Council of THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Gulf Coast Environmental Contractors, Inc., herein referred to as the **Contractor**, to supply miscellaneous right-of-way and grounds maintenance for certain City-owned and maintained properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "B" and their response to **RFB 24-04-PW**, and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MEDIAN AND RIGHT-OF-WAY MAINTENANCE CONTRACT:

1. Entire Contract:
This Miscellaneous Right-of-Way and Grounds Maintenance Continuing Services Contract (the "Contract") represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with all applicable miscellaneous median and right-of-way maintenance work for specific City properties and FDOT rights-of-way. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:
This Contract will be in effect from **January 1, 2025,** through **December 31, 2025,** and is for supplying the City with miscellaneous right-of-way and grounds maintenance services. Upon the mutual written agreement of both parties, this Contract is eligible for up to four one-year renewals. If Contractor elects not to renew this Contract, it shall provide the City at least sixty (60) days written notice.

4. Time for Performance:
The Contractor agrees to provide right-of-way and grounds maintenance services to the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon Contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. Contractor's Cost Schedule is attached hereto as Exhibit "B."

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work was completed per the terms of this agreement;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the Contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and on behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This Contract is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be done under the supervision of the City's Public Works Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A."

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.
In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the

Contractor, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Contract shall be in the state courts of Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT

RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Anti-Human Trafficking Certification

The Contractor will complete and sign the attached "Anti-Human Trafficking Affidavit" as required of 787.06(13), Florida Statutes as required. This Anti-Human Trafficking Certification is attached hereto as Exhibit "C."

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.8 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:

Larry Jones
4200 Indian Bayou Trial
Destin, Florida 32541

As to the Contractor:

Gulf Coast Environmental Contractors, Inc.
1765 E Nine Mile Rd Suite 1, #10
Pensacola, FL 32514

15.9 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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.
d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

15.10 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2024.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: _____
Larry Jones
City Manager

SEAL

As to Legal Form:

Kimberly Kopp
City Attorney

Gulf Coast Environmental Contractors, Inc.
CONTRACTOR:

By: _____
(Signature)

_____
Witness

TRacy Hayes
(Printed Name)

_____
Witness

Its: President
(Title)

EXHIBIT "C"

ANTI-HUMAN TRAFFICKING AFFIDAVIT for RFB 24-04-PW

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 Tracy Hayes (insert name) as President (insert title) on behalf of Gulf Coast Environmental Contractors, 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. Gulf Coast Environmental Contractors, 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, Gulf Coast Environmental Contractors, 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.

Tracy Hayes
(signature)

Printed Name: Tracy Hayes
Title: President
Nongovernmental entity: Gulf Coast Environmental Contractors, Inc.
Date: 1/13/2025

STATE OF Florida
COUNTY OF Escambia

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Tracy Hayes as President on behalf of Gulf Coast Environmental Contractors, Inc. who is personally known to me or who produced _____ as identification this 13th day of January, 2025.

Notary Public

(Notary Seal)

KYLE MICHAEL BROWN
Notary Public - State of Florida
Commission # HH 116880
My Comm. Expires Apr 13, 2025
Bonded through National Notary Assn.

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Extension") dated the 1st day of January, 2026, is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Gulf Coast Environmental Contractors, Inc. The purpose of this agreement is to extend for one year that certain contract for services dated February 4, 2025 between the City of Destin and Gulf Coast Environmental Contractors Inc. ("Contract") to provide miscellaneous right-of-way and grounds maintenance services for the City. This Extension will begin on January 1, 2026 and will extend through December 31, 2026.

This is the **1st of 4** possible extensions.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

City of Destin

_____
(Signature)

By: _____
Larry Jones
City Manager

_____
(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Gulf Coast Environmental Contractors, Inc.

_____
(Signature)

By: _____
(Signature)

_____
(Signature)

_____
(Name &Title)

ATTEST: _____
(Signature)

_____
(Name &Title)

ITEM # 2025-1305

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 11/20/2025

SUBJECT: RFB 25-11-PW, Debris Monitoring Continuing Services, authorization to execute contracts

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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 contractor(s) selected by City Council at their November 17, 2025, meeting 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.

These contracts (3-year with two possible 1-year extensions) are pre-positioned, as-needed agreements activated in the event of a natural or man-made disaster requiring debris clearance and disposal.

II. DISCUSSION: Attachments include:

1. RFB 25-11-PW
2. Responses from Volkert and Tetra Tech (Exhibit A)
3. Three-year pre-positioned contracts (with two possible one-year extensions)

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): These are as-needed, pre-event contracts 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 these two qualified debris monitoring firms (Volkert and Tetra Tech) 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.

Executing contracts with these two firms provides operational flexibility and ensures coverage for all disaster scenarios while meeting all FEMA and State procurement standards.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to execute three-year pre-positioned debris monitoring contracts with Volkert Inc. and Tetra Tech Inc.

Attachments:

1. RFP 25-11-PW, Disaster Debris Monitoring Services docs
2. Tetra Tech Inc Debris Monitoring Contract thru 123128
3. Exhibit A - Tetra Tech RFP 25-11-PW Tetra Tech 10.2.25_OCR
4. Volkert Inc Debris Monitoring Contract thru 123128
5. Exhibit A - Volkert_OCR

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.

DISASTER DEBRIS MONITORING SERVICES CONTRACT BETWEEN CITY OF DESTIN AND TETRA TECH INC.

This Disaster Debris Monitoring Services Contract ("Contract") dated December _____, 2025, is entered into between the **CITY OF DESTIN, FLORIDA**, a Florida municipal corporation, located at 4200 Indian Bayou Trail, Destin, Florida 32541 herein referred to as the **City,** and **TETRA TECH INC.**, a foreign profit corporation, located at 2301 Lucien Way, Ste 120, Maitland, Fl, 32751, herein referred to as the **Contractor,** to supply disaster debris monitoring services for the City of Destin as more specifically set forth herein. The Contractor's Response to RFP 25-11-PW and Cost Schedule associated for the terms of their engagement are attached hereto as **"Exhibit A"** and fully incorporated herein by this reference.

l. Entire Contract:
This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with disaster debris monitoring services. The Scope of Work, herein referred to as the **Work,** encompasses the foregoing and all descriptive work components described in **Exhibit A**, which includes the Contractor's responses to RFP 25-11-PW and costs shown within.

3. Term of Contract and Time Extensions:
This contract will be in effect from January 1, 2026, through December 31, 2028, and is for supplying the City with disaster debris monitoring services.

4. Time for Performance:
The Contractor agrees to provide disaster debris monitoring services for the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form set forth in **Exhibit A**.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable

to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance, naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of: because of: or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation for Lack of Appropriation:

This contract is contingent upon the annual appropriation by the City of legally available funds and may be canceled by either party with a thirty-day written notice if such annual appropriation is not made. The City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated for convenience by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

16. Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

17. Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

18. Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

19. Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF TIDS CONTRACT, AND FOR ANY LAWSUIT RELATED IN **ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

20. Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

21. 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 RBAILEY@CITYOFDESTIN.COM; CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN FLORIDA 32541, (850) 837-4242.

Contractor shall comply with Florida Public Records Laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, 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 chapter or as otherwise provided by law.
3. 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.

4. 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 to perform the service. If the Contractor 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 Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

22. Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:
Larry Jones, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
Tetra Tech Inc.
2301 Lucien Way, Ste. 120
Maitland, FL 32751

With a copy to:
Kimberly Romano Kopp, City Attorney
Romano Kopp Law, P.A.
P.O. Box 5524
Destin, FL 32541

(Signature Page Follows)

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this _____ day of _____, 2025.

ATTEST:

_____
Rey Bailey, City Clerk

CITY OF DESTIN

_____
Larry Jones, City Manager

SEAL

This agreement has been reviewed for legal sufficiency by the City Attorney for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

Tetra Tech Inc.
CONTRACTOR:

By: _____
Jonathan Burgiel, Business Unit President

Witnesses to Signature:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

EXHIBIT A (Tetra Tech Inc. Response to 25-11-PW)

EXHIBIT A

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

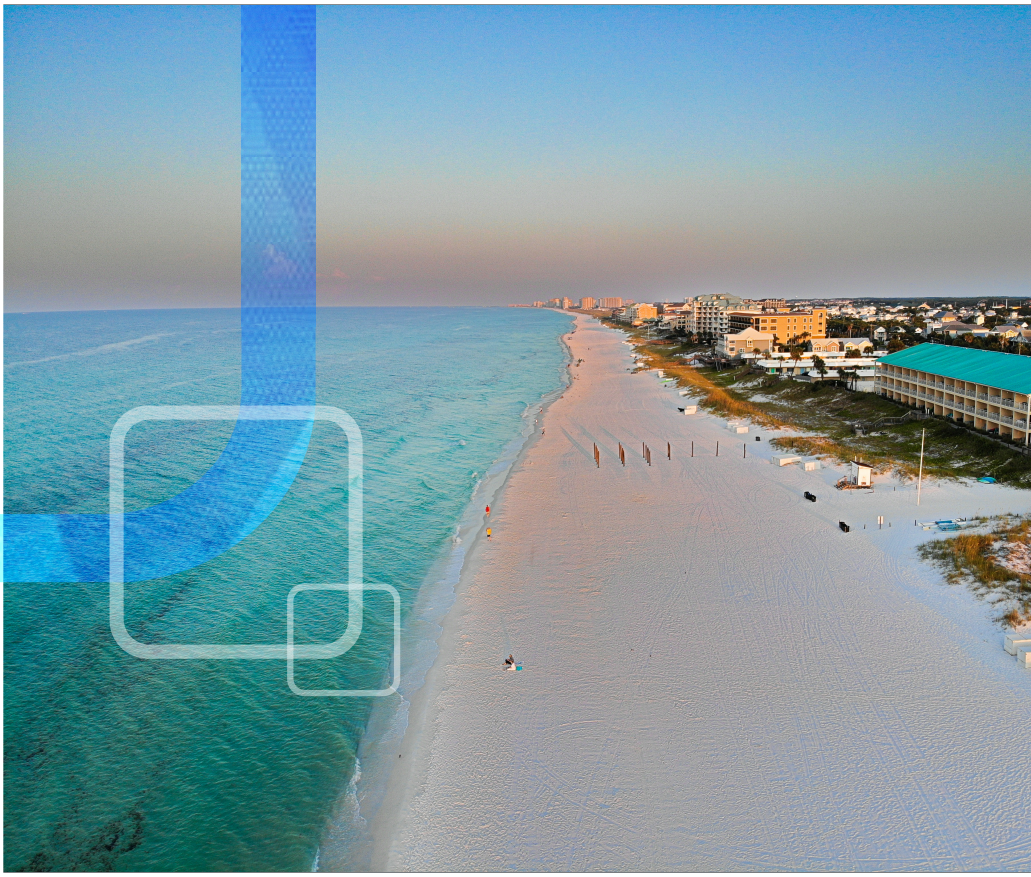
City of Destin, FL
August 21, 2025

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)

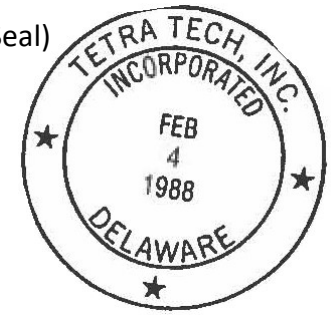


EXHIBIT C - CLIENT REFERENCES

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.

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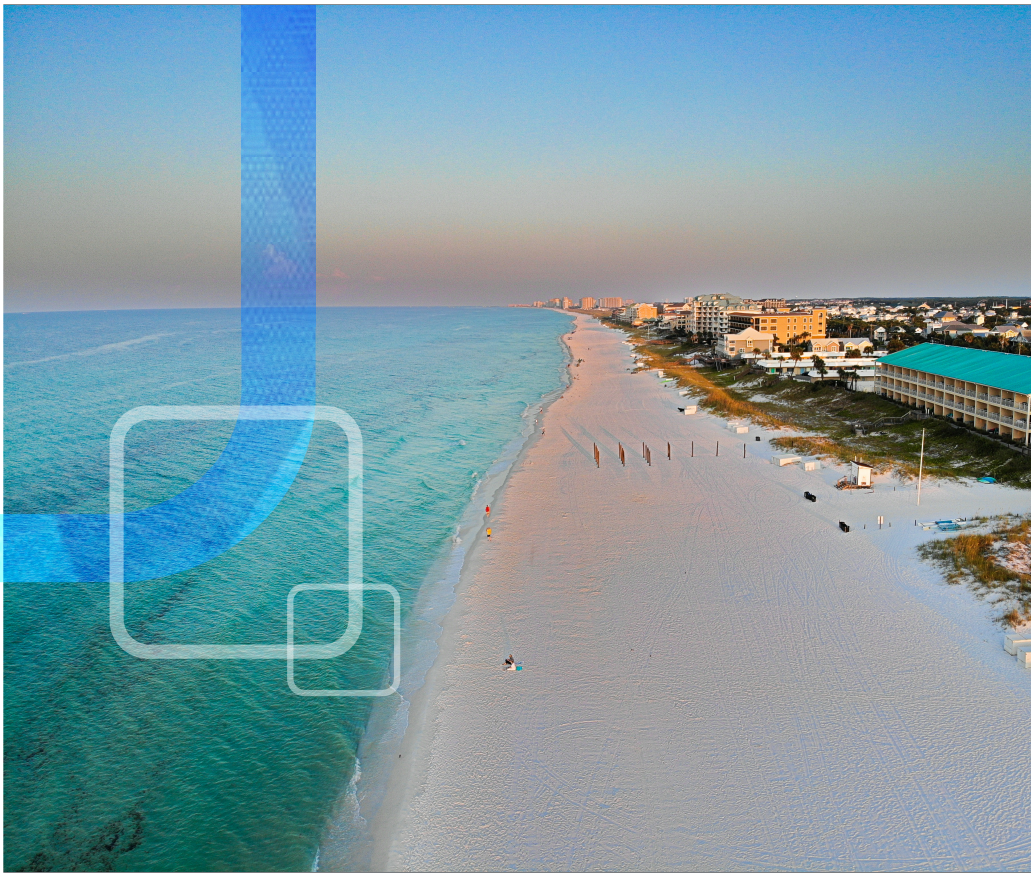

Tab B: Executive Summary

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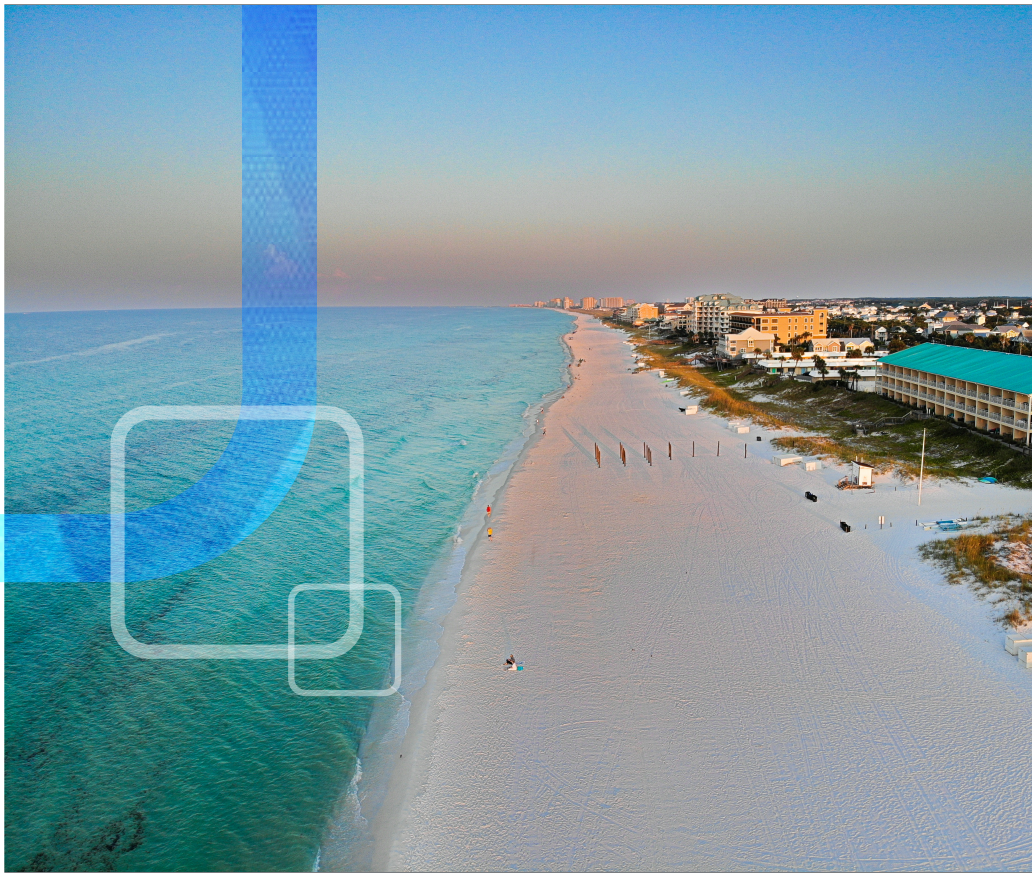

Proposal for RFP 25-11-PW

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+

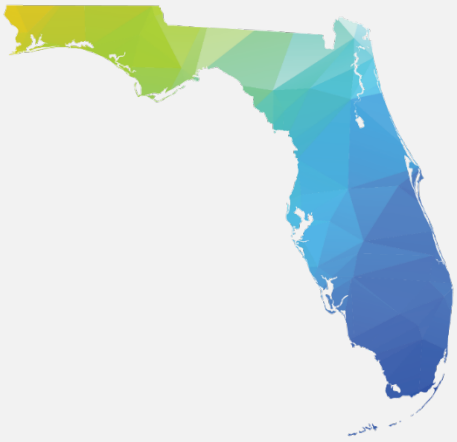
CYs of Debris Monitored

24

Years of Experience in Florida

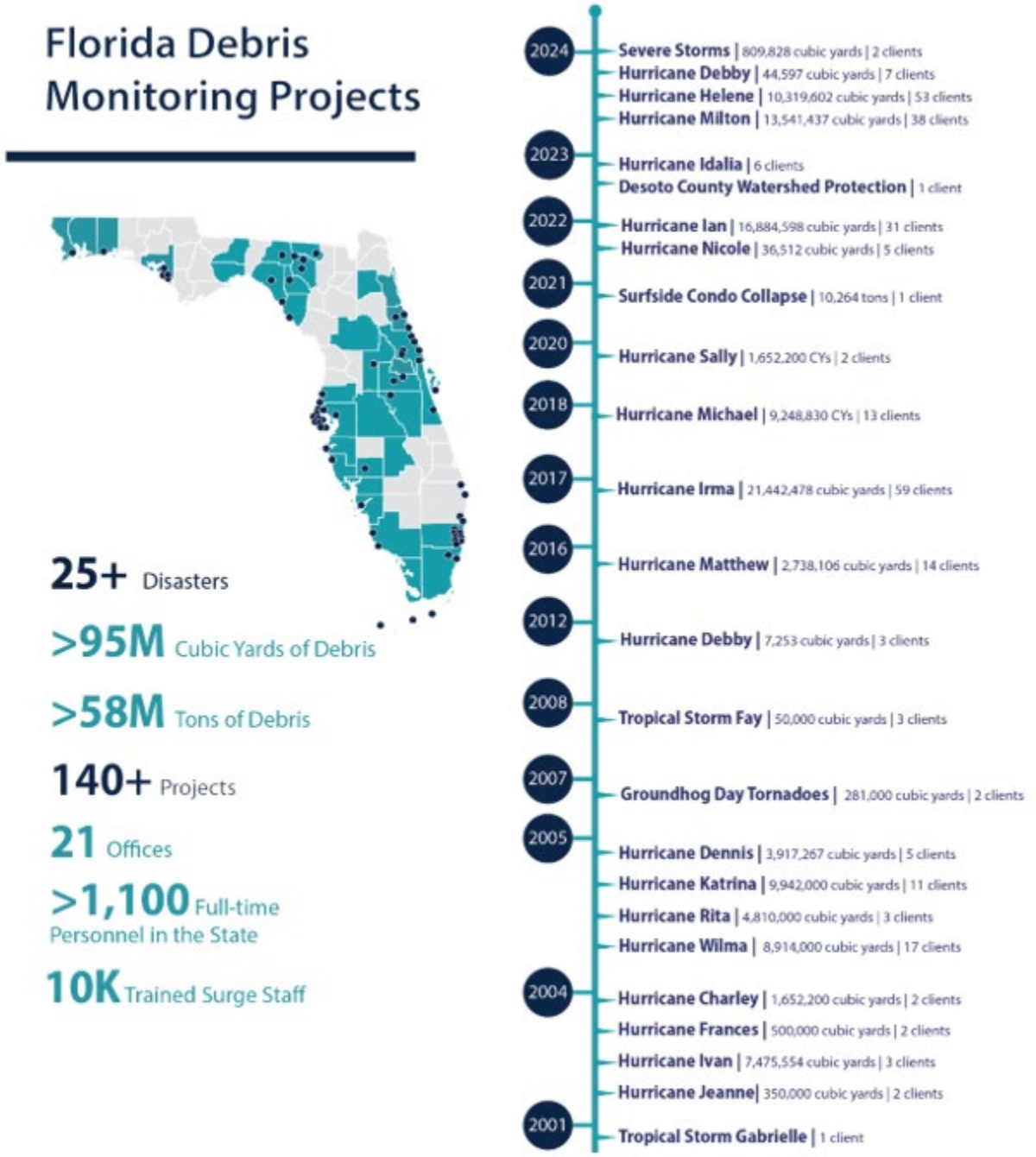
20

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.

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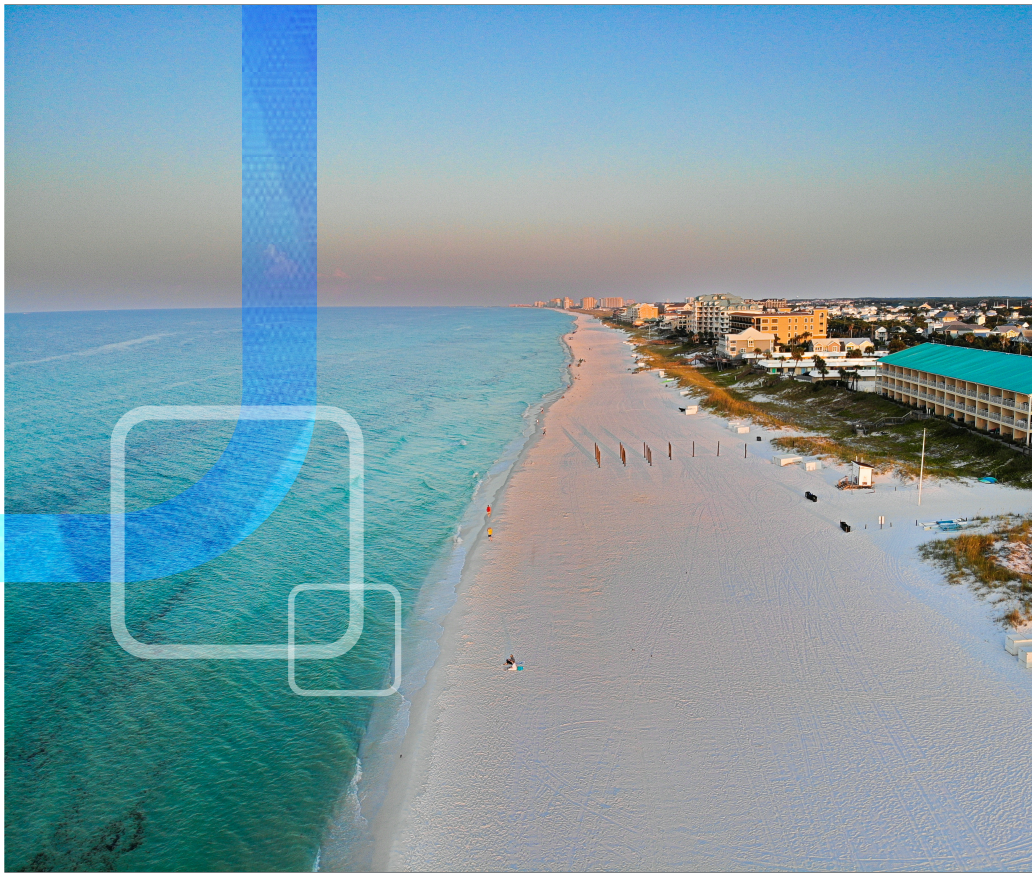


Tab C: Qualifications and Experience

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	■			■		■

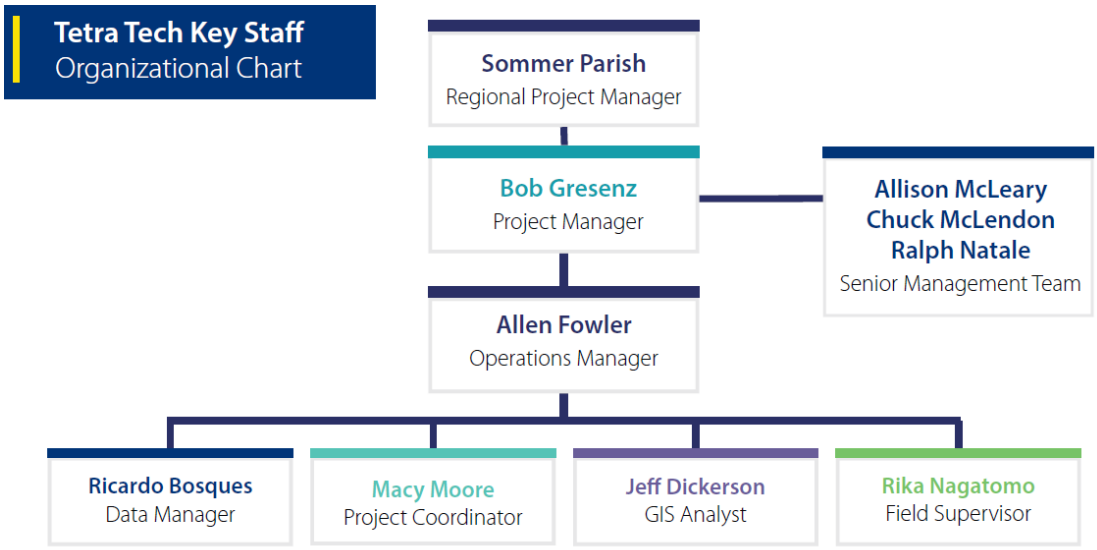
		colliercountyfl.gov								
	Osceola County, FL	Danny Sheaffer, (407) 742-7752, danny.sheaffer@osceola.org	$240,445	10,143	■					■
	Polk County, FL	Michael Teate, (863) 535-2200, michaelteate@polk-county.net	$21,823,900	1,107,864	■					■
	St. Johns County, FL	Greg Caldwell, (904) 669-5221, gcaldwell@sjcfl.us	$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@audubоninstitute.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

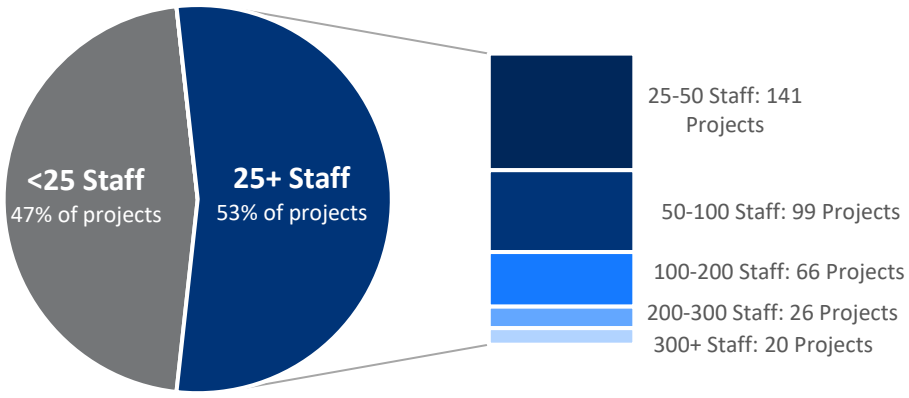
Please refer to the organization chart on page 23 in this section.

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

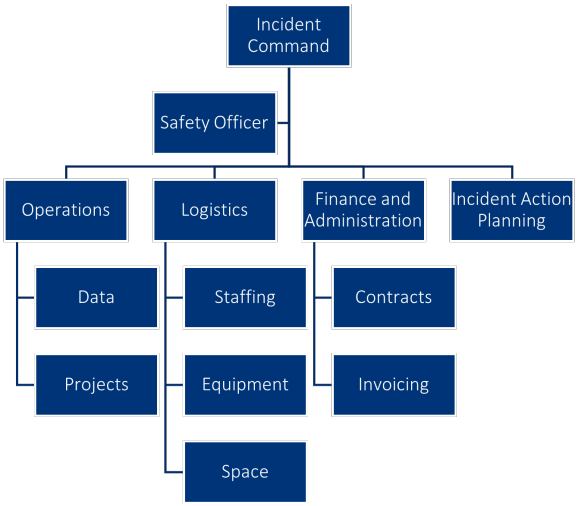


We have used this experience to inform the staffing and operations model detailed in this proposal. Tetra Tech has carefully considered the needs of the City and has hand-picked the staff best suited for providing services to the City of Destin and its municipalities, and planned a project organization 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

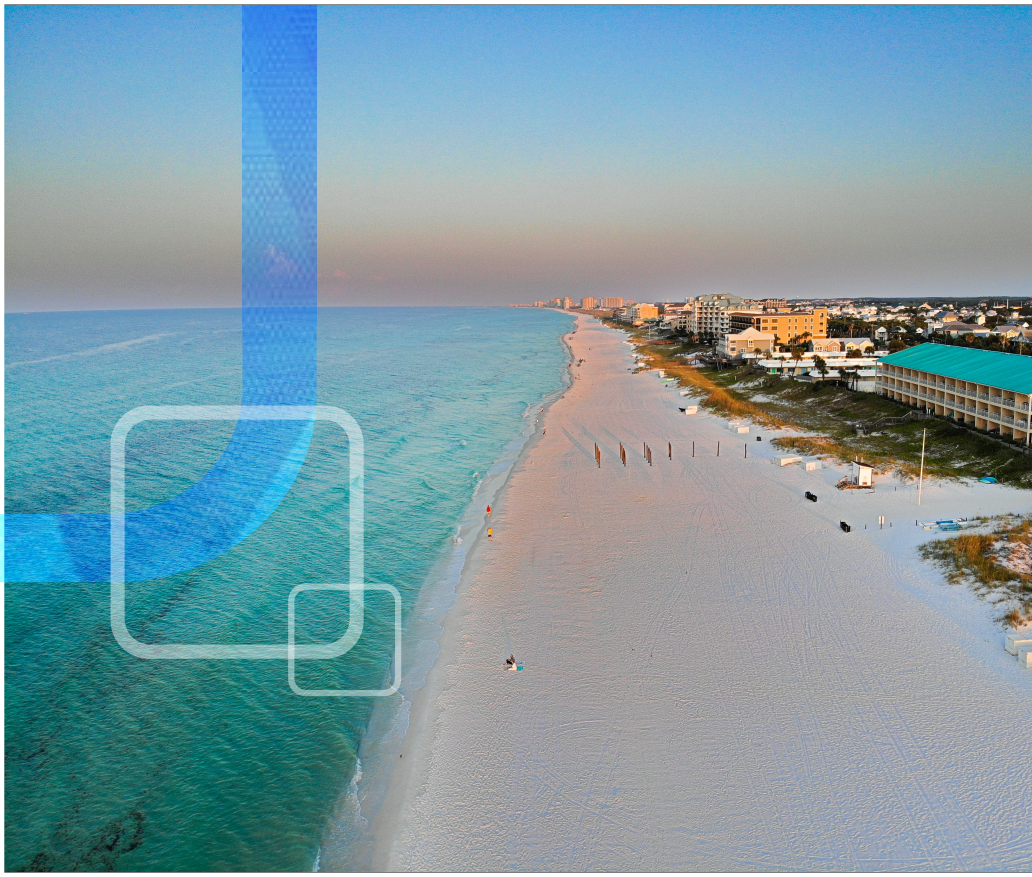
quantities and types of debris collected and will provide QA/QC processes for the review and verification of field and debris contractor-provided data in support of invoices.

- **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.

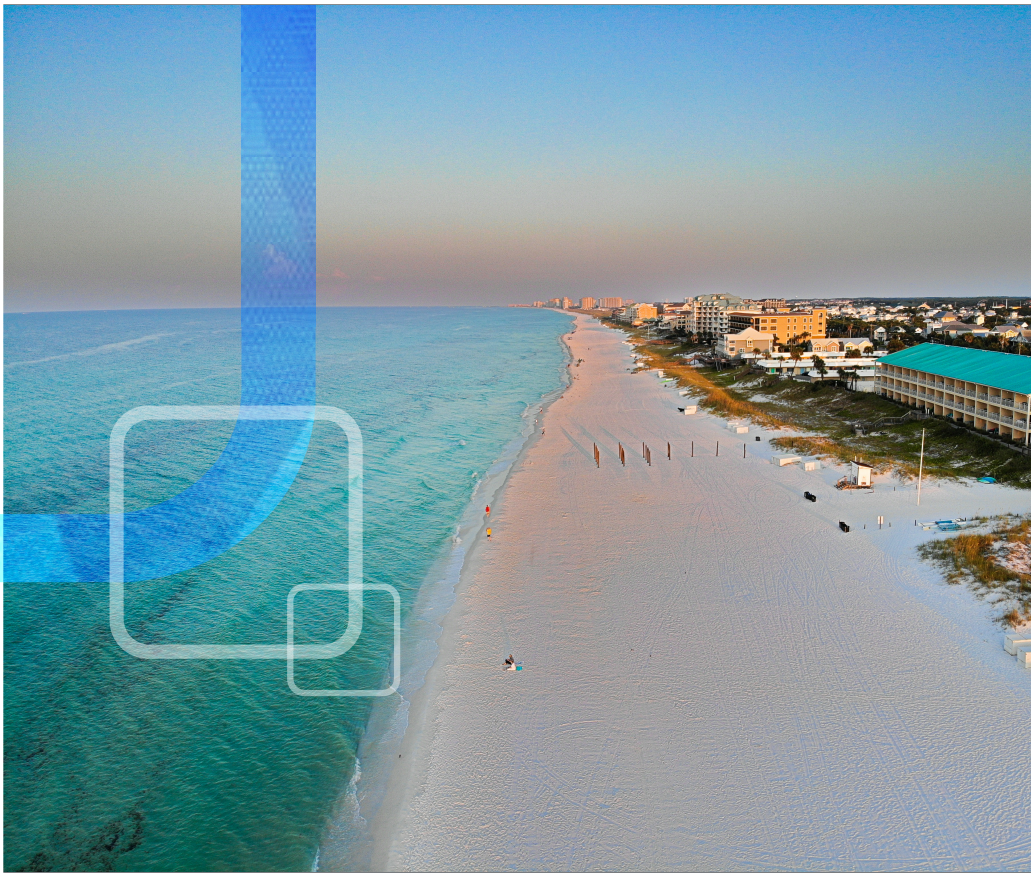
Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. **While Tetra Tech would certainly be open and willing to discuss with the City any local or minority firms that they would like to see involved in a project or 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

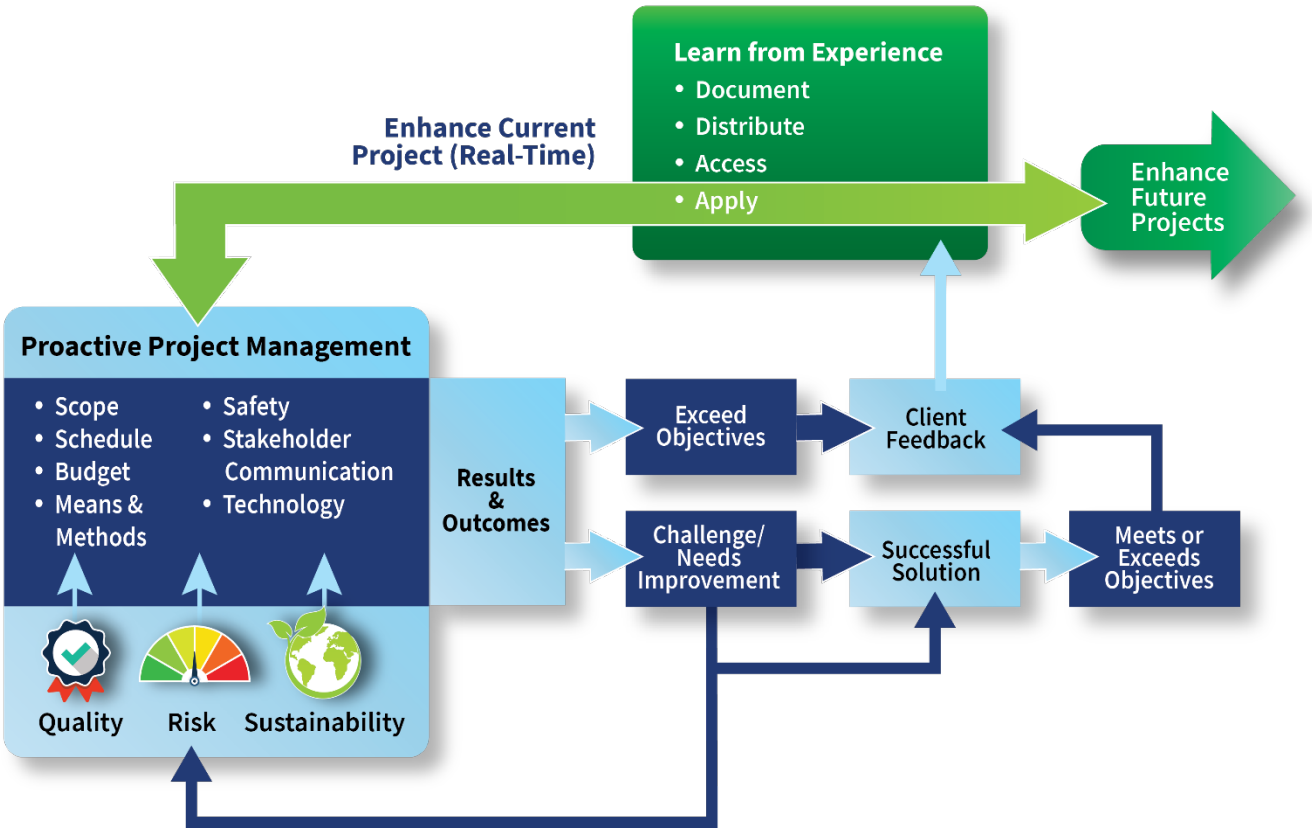
Ongoing Tasks

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

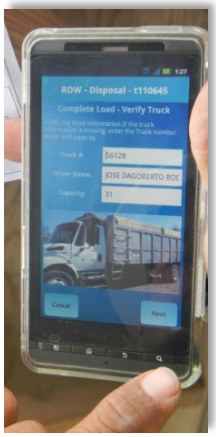
In the realm of a response following a disaster, our effectiveness is intricately linked to the technological resources at our disposal. The quality and capabilities of our response are directly proportional to the advanced tools and systems we employ, enabling us to mitigate the aftermath of any disaster 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.

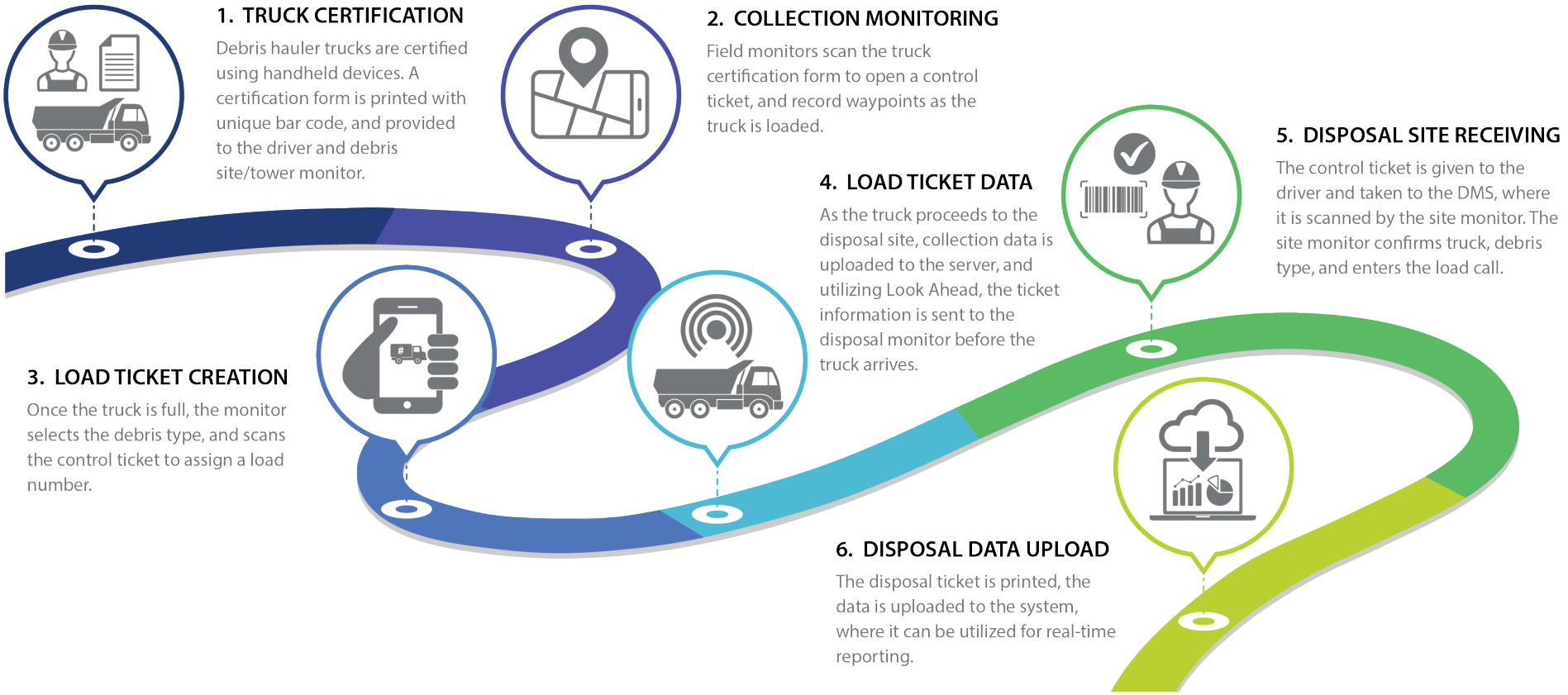
Tetra Tech's *RecoveryTrac*™ Flex, Case Management, and Grant Management applications have successfully achieved both SOC 2® Type II and SOC 3® certifications. These independent audits confirm that our controls were suitably designed and operating effectively to meet our service commitments and system 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:

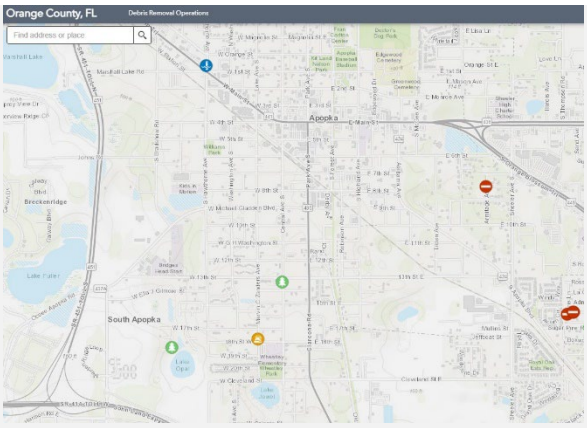
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

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.

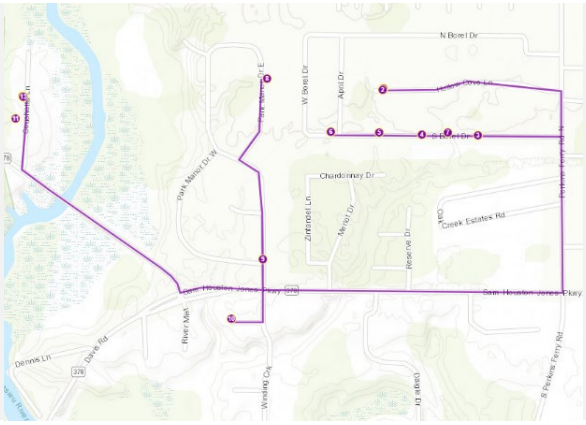
Services:

- 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)

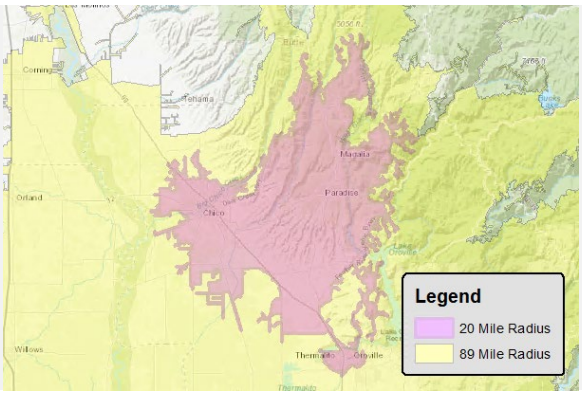
Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



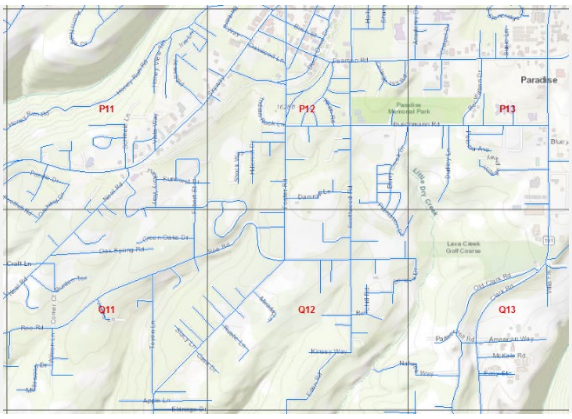
Work lists and **optimized routes** can be generated by the *RecoveryTrac*™ system. As the routes are completed, the locations are marked complete.



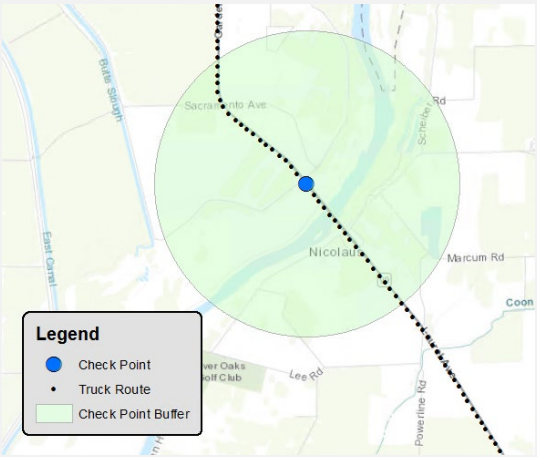
The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.



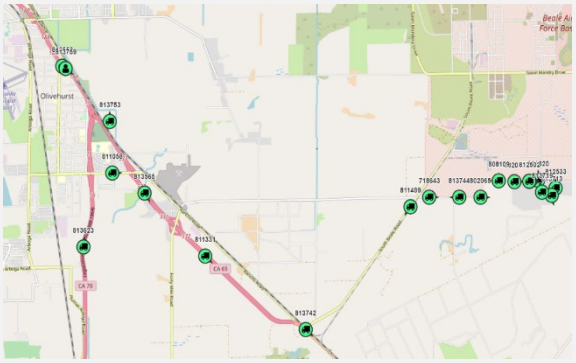
The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.
Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



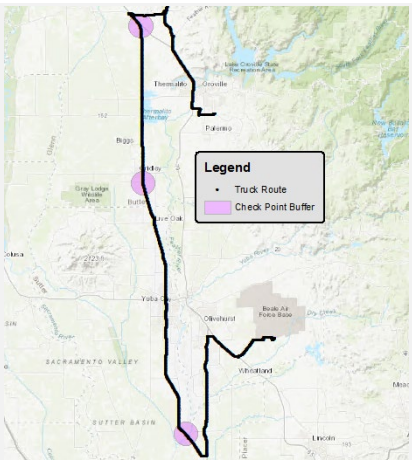
An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



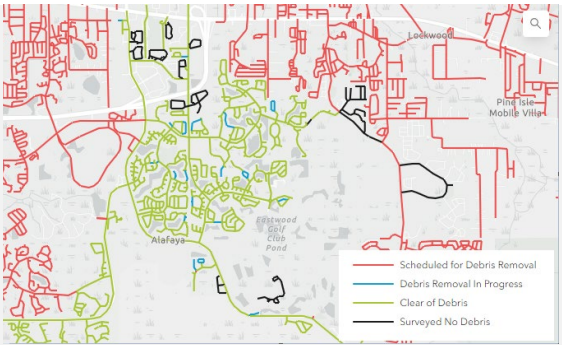
Fleet tracking is a powerful platform to manage mission resources, monitor and report on compliance. A key benefit of the *RecoveryTrac*™ solution is the ability to start tracking simply and quickly without the need for expensive equipment installations, service contracts and other expenses of commercial 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.

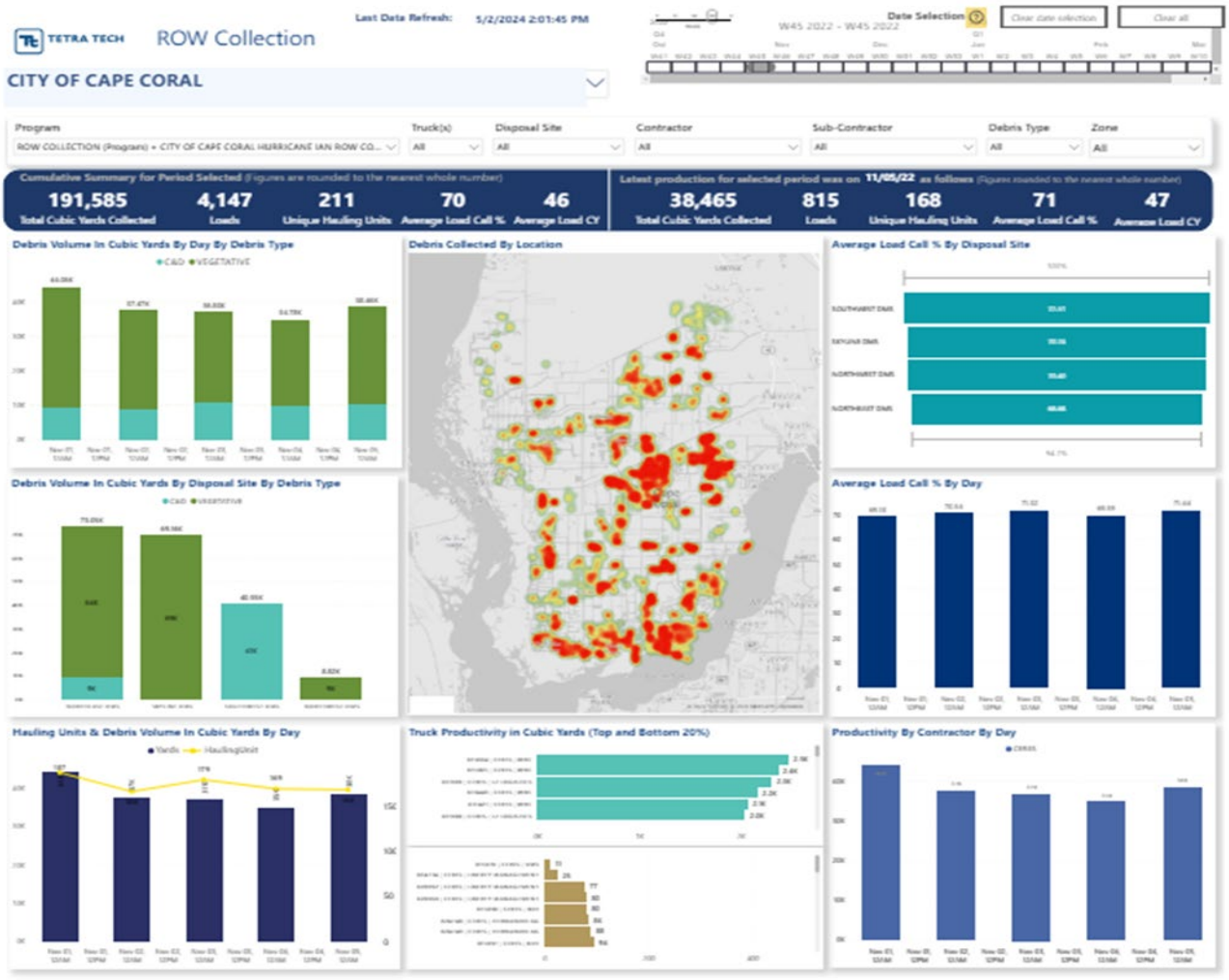
Tetra Tech employees are responsible for complying with Tetra Tech's health and safety policy, programs and standards, and conducting their work safely and without detriment to themselves, other employees, or property. Compliance with health and safety program requirements are mandatory.

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

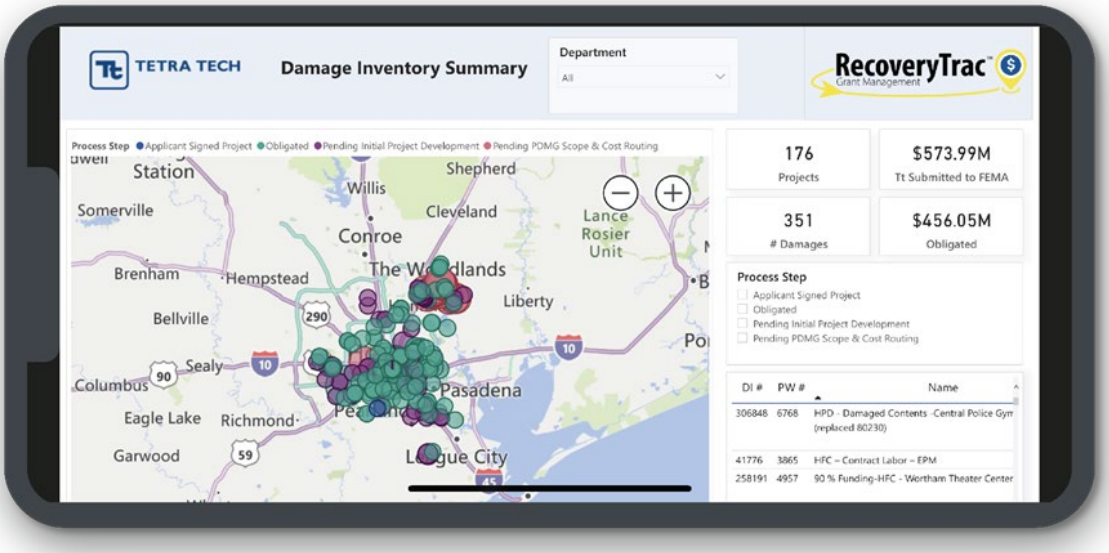
In the aftermath of a natural disaster or other event, swift action is imperative, with the first few days playing a pivotal role in the response. Upon receiving the Notice to Proceed, Tetra Tech's staff will swiftly deploy to the affected City. Their primary objective will be to set up the debris monitoring 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.

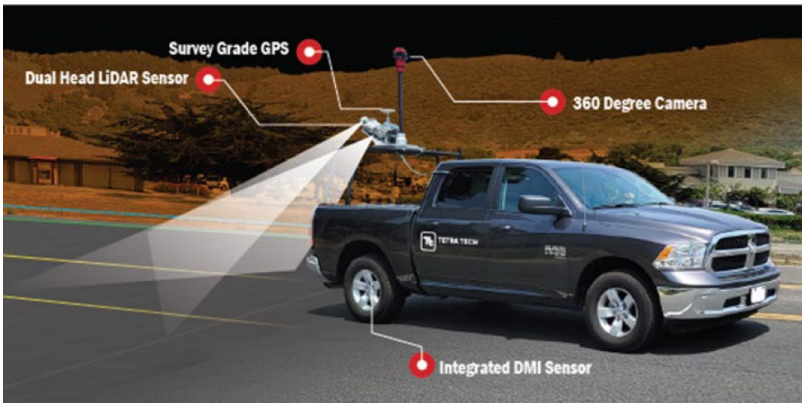


Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic 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

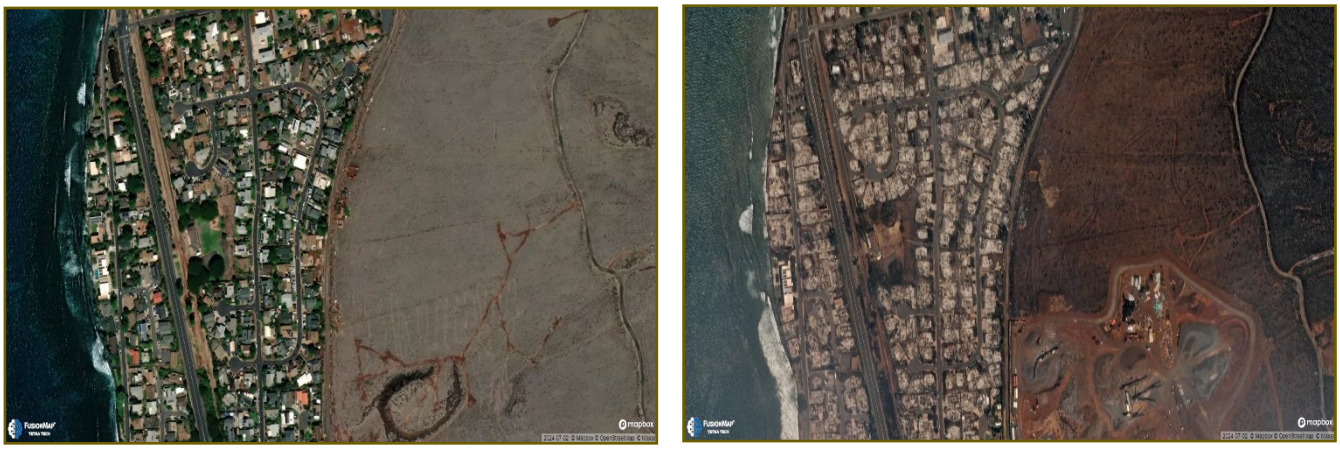
way), or to deploy/assign resources to aid in expediting recovery.

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.

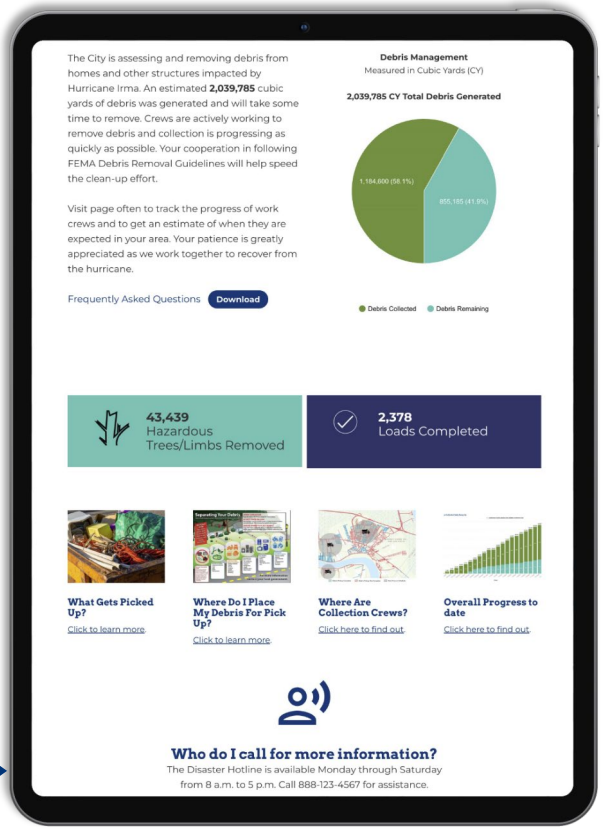
Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling 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



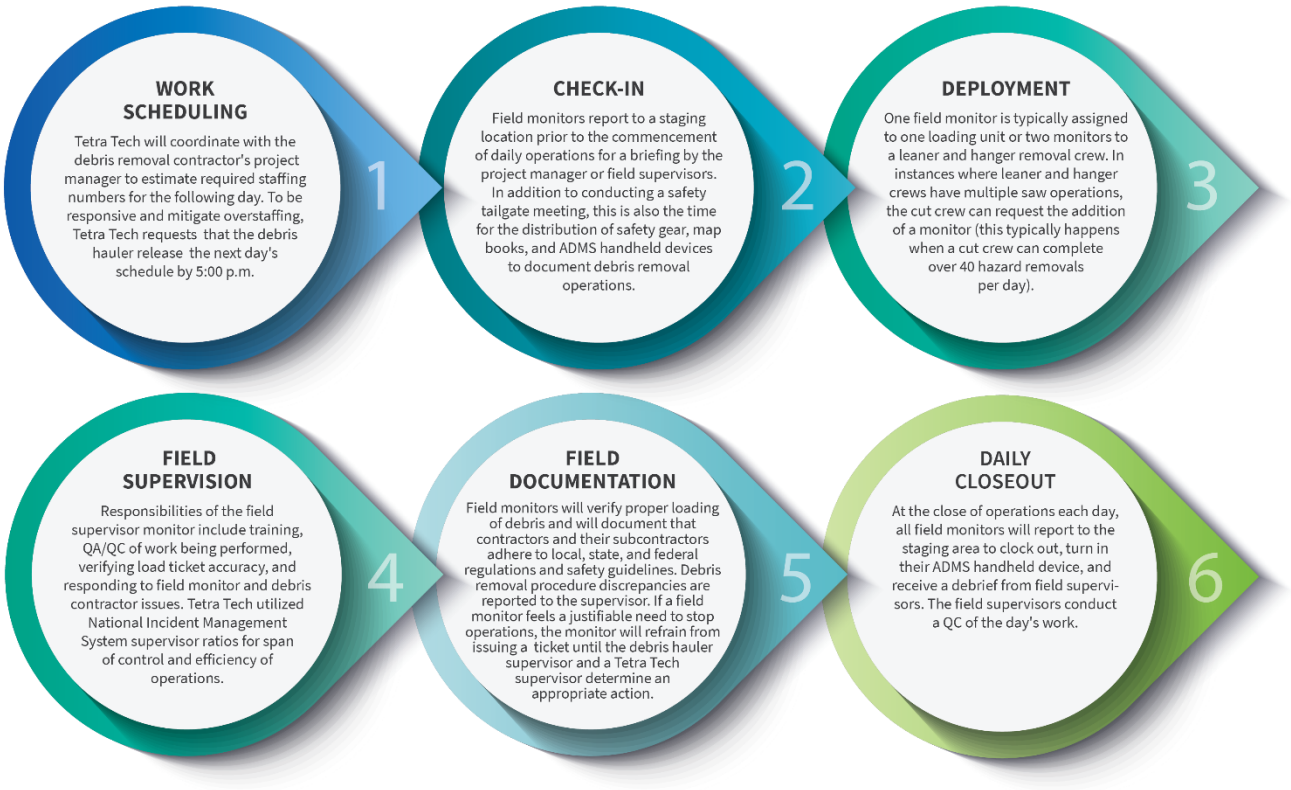
Throughout the Response phase, Tetra Tech is cognizant of the various pressures that the City is facing from its residents, elected officials, and in the case of a major event, the rest of the country. Following a notice to proceed, we activate quickly to get the community the relief it needs. Each part 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

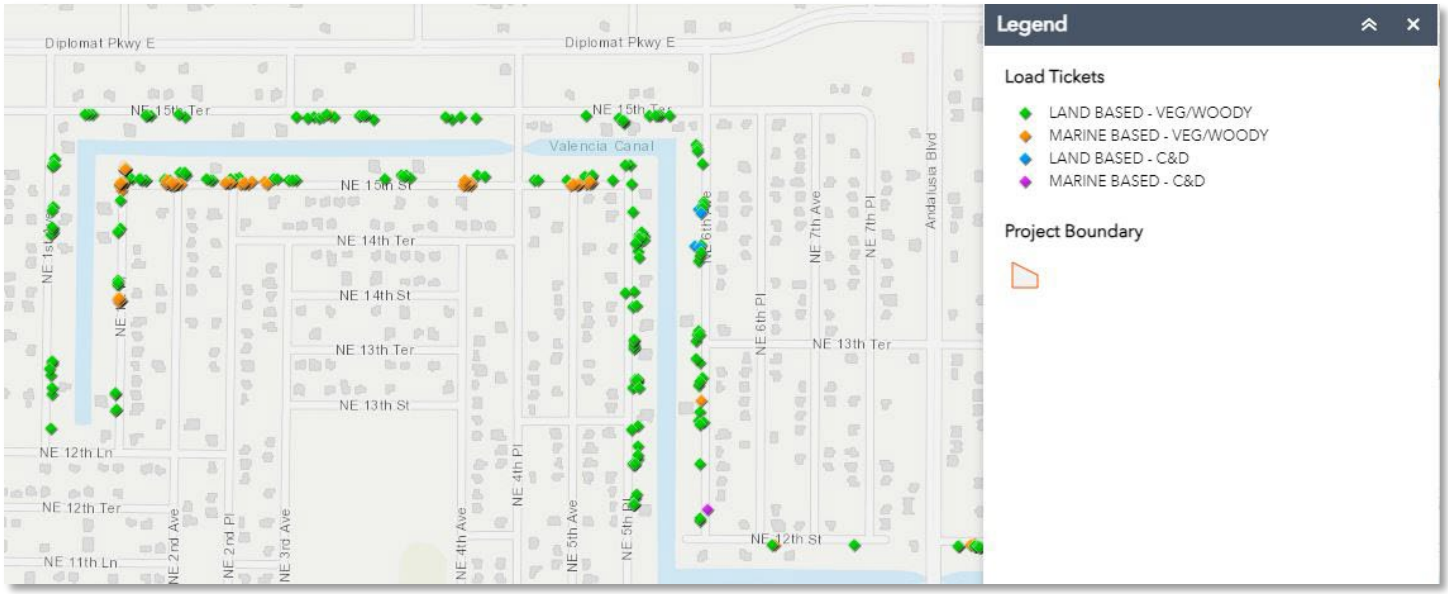
Exhibit 11. ROW Monitoring after Hurricane Sally in Baldwin County, Alabama



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.

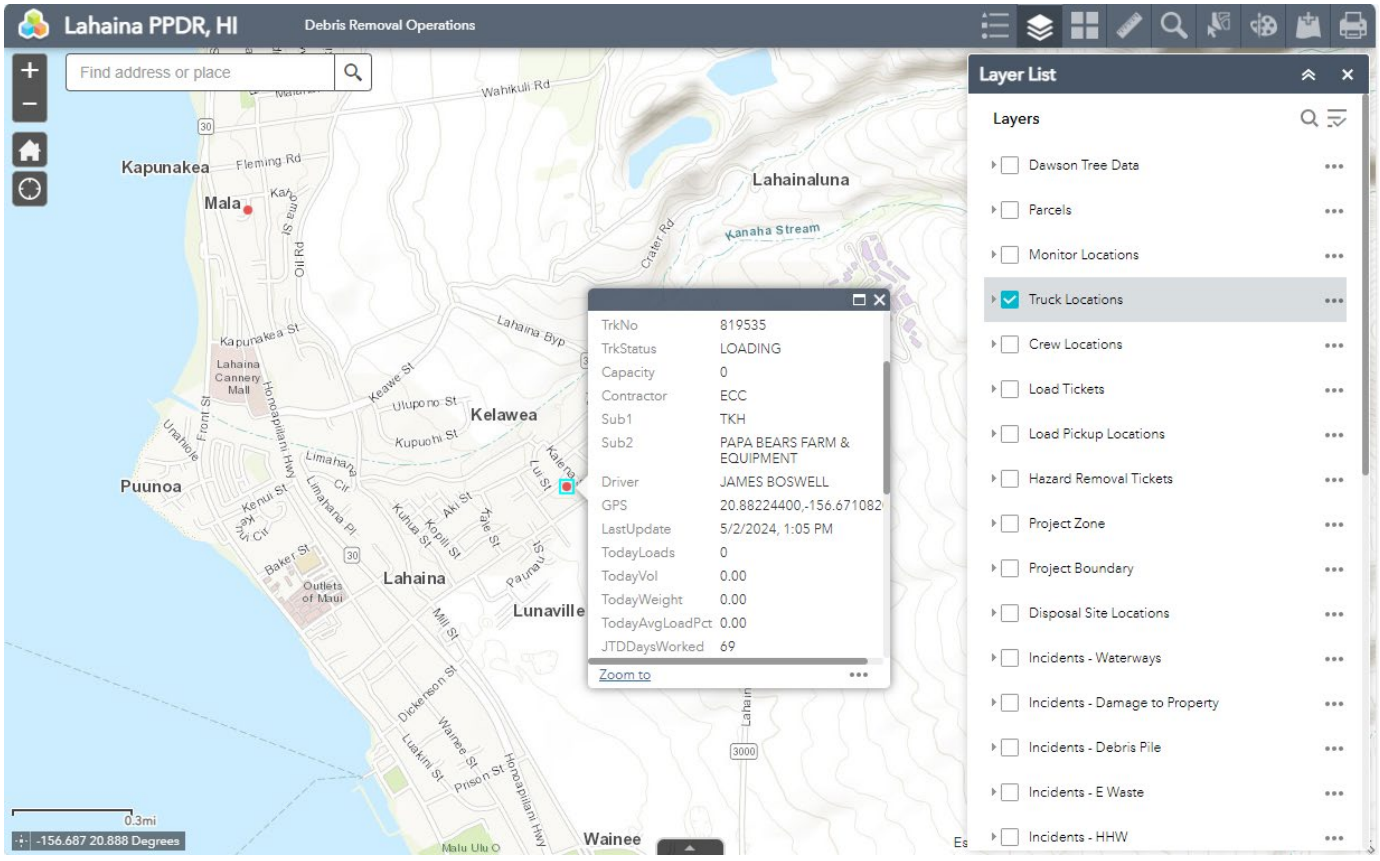
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be 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

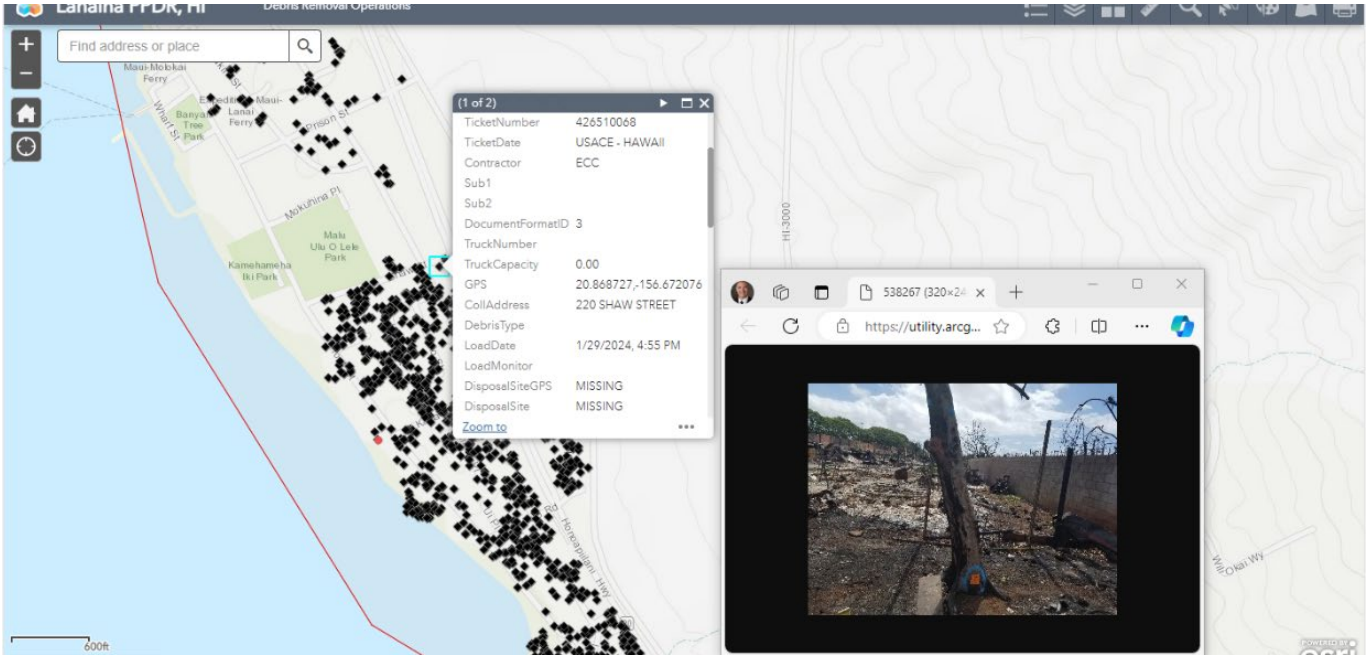


Exhibit 15. Real-Time Ticket Report

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

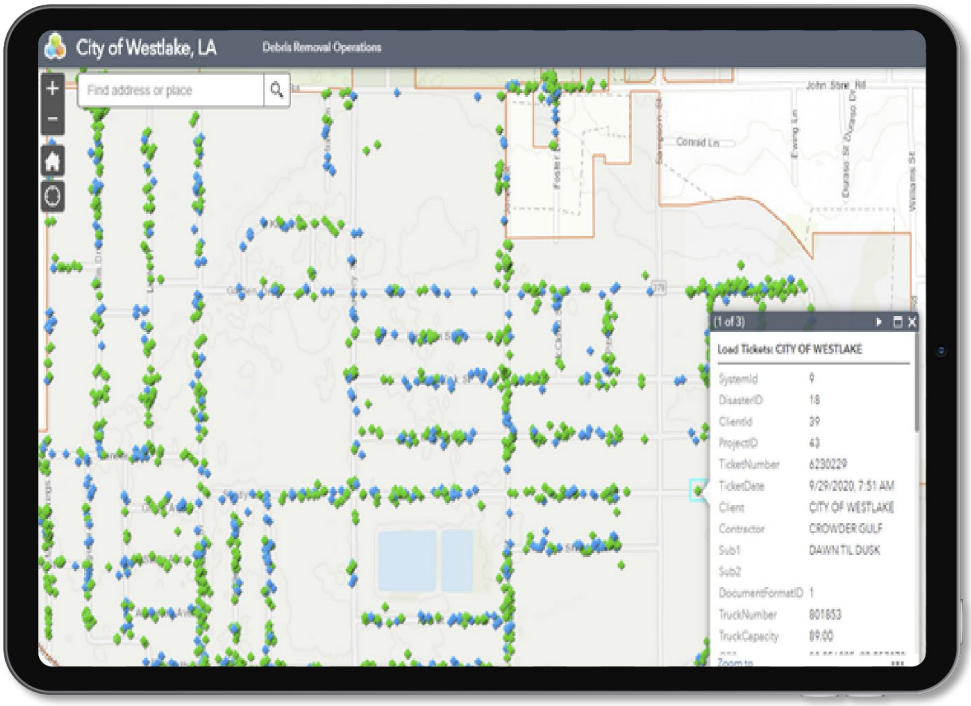
Tetra Tech recognizes the importance of complying with the ANSI 300 standards to ensure the health of the trees and the surrounding environment. Tetra Tech supports many local, state, and provincial governments and federal regulators, completing projects on their behalf that require an understanding 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

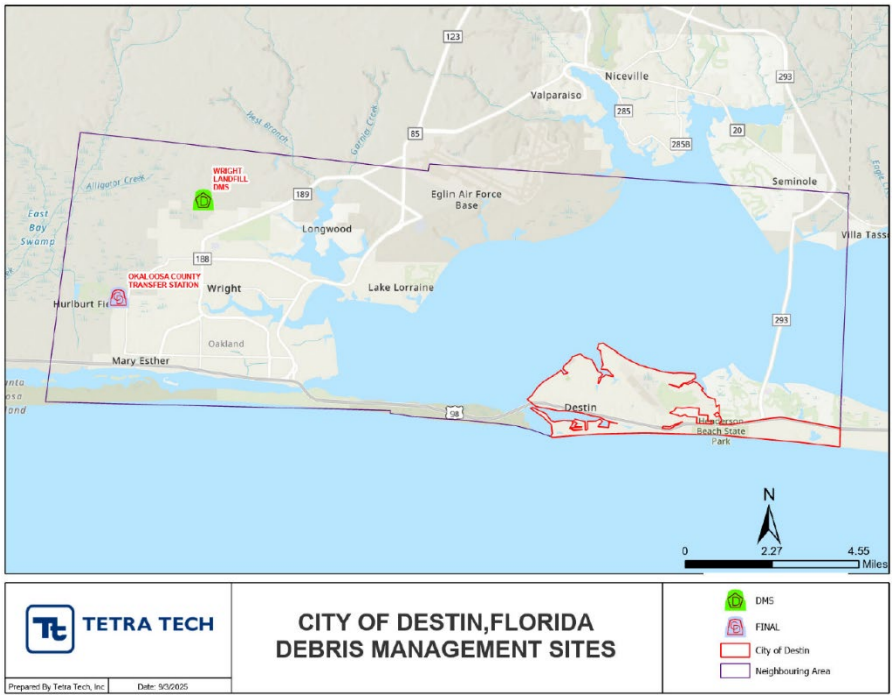
As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 16. Unit Rate Ticket Map



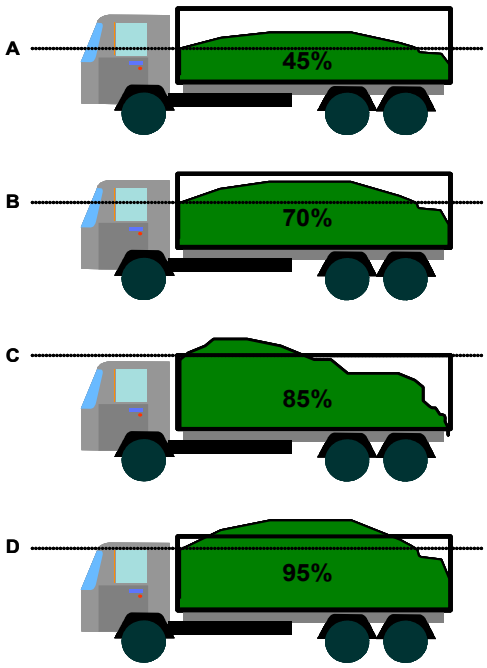
Debris Management Site Monitoring

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

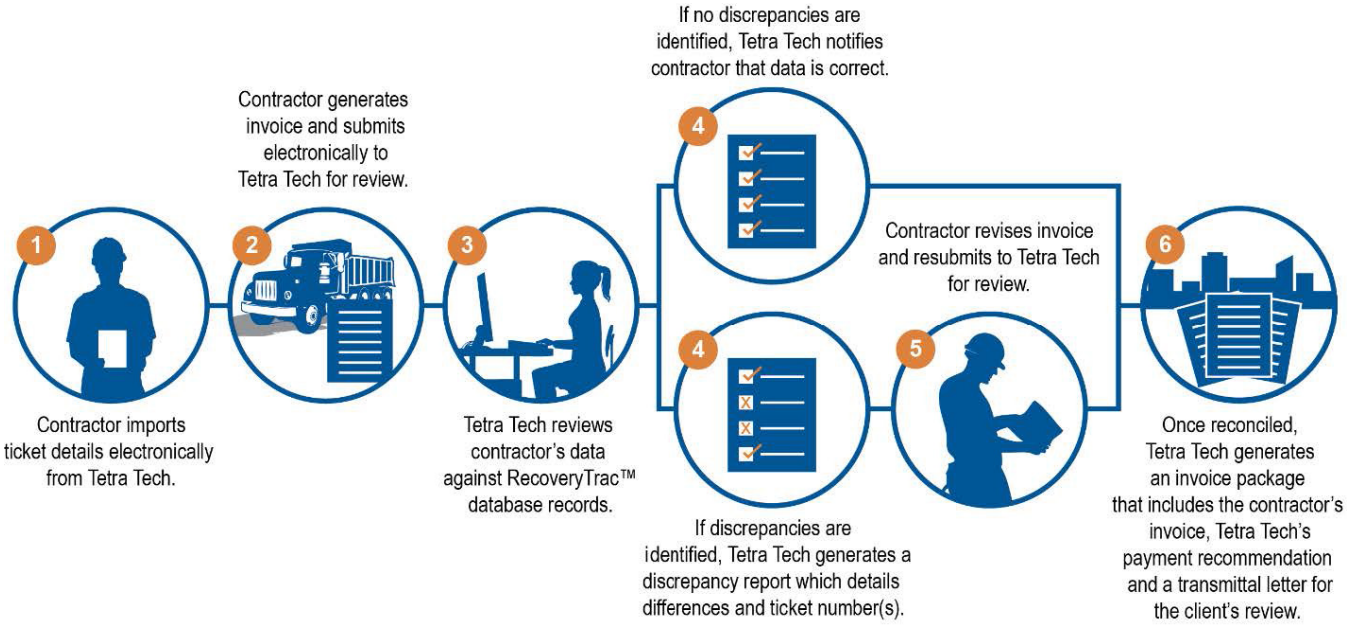
If *RecoveryTrac*™ ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the City. If another 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**

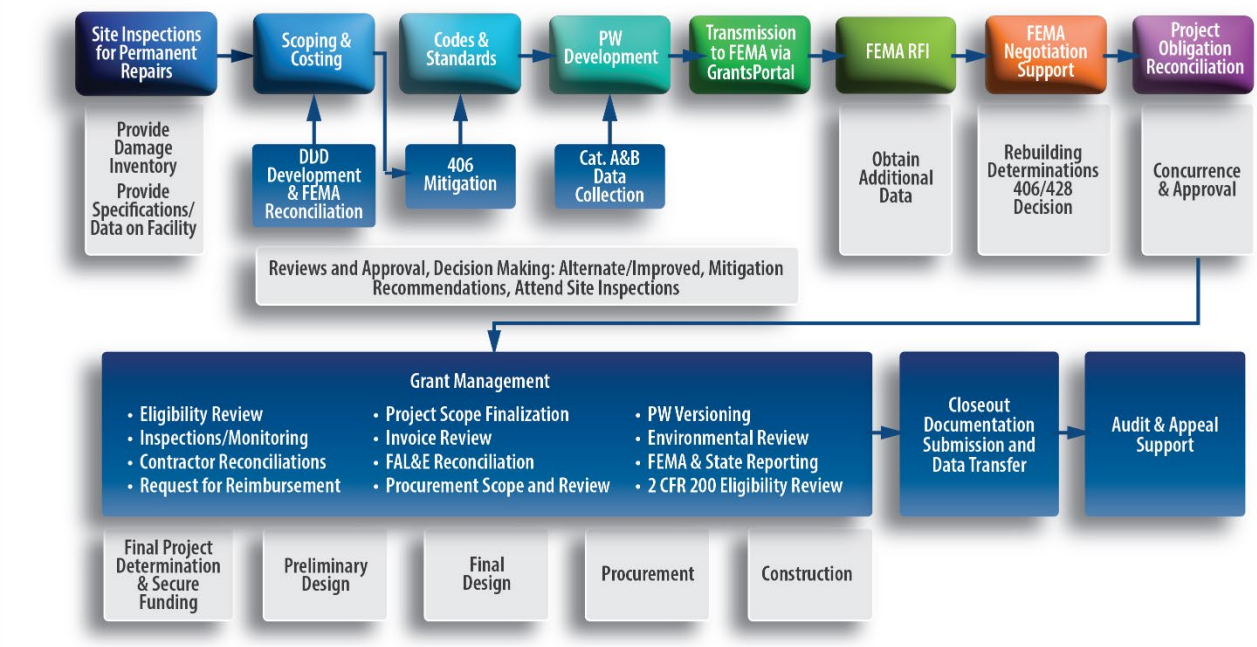
100% Payable Transactions:

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.



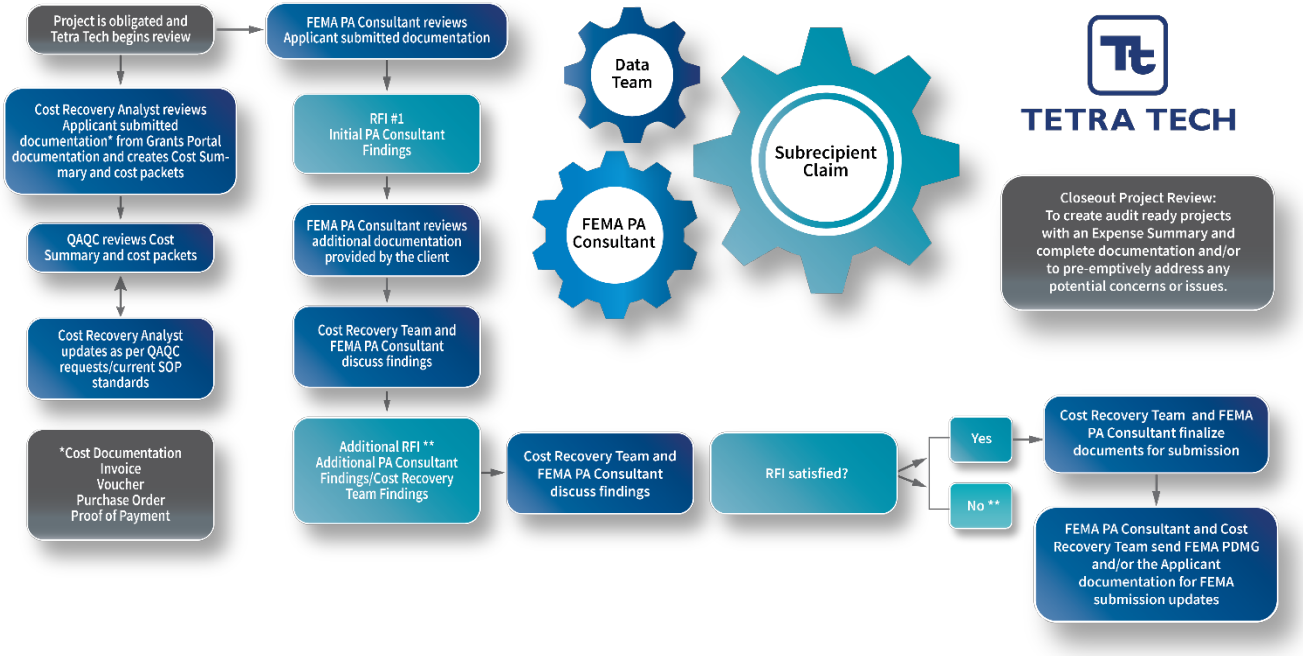
During the Recovery phase, Tetra Tech's staff is laser-focused on performing each aspect of the operations in a safe and FEMA-compliant manner. We engage our deep bench of subject matter experts and technicians to ensure that all specialty programs are performed expertly. The effectiveness of the Recovery 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

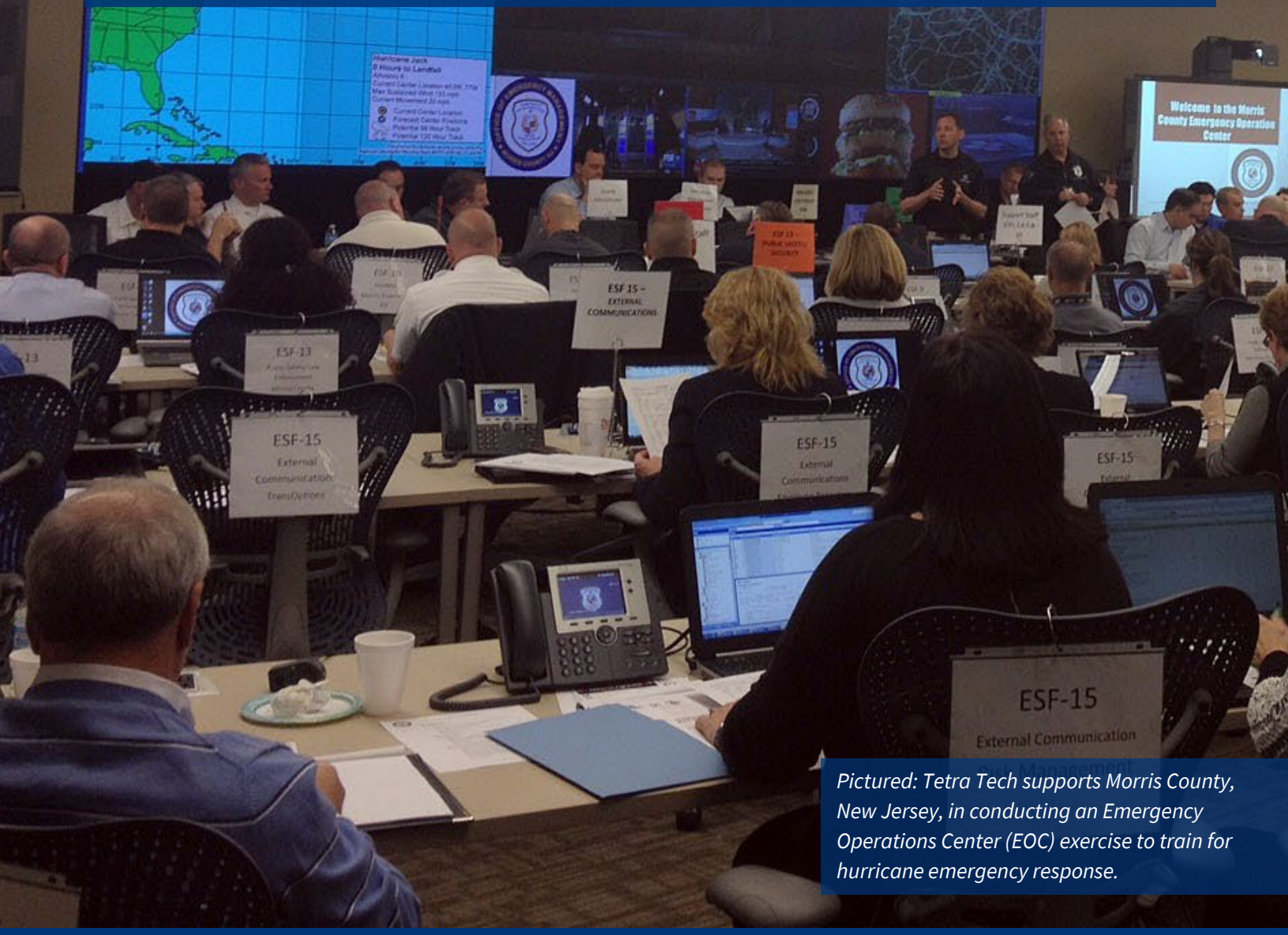
Emergency Management Consulting

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.

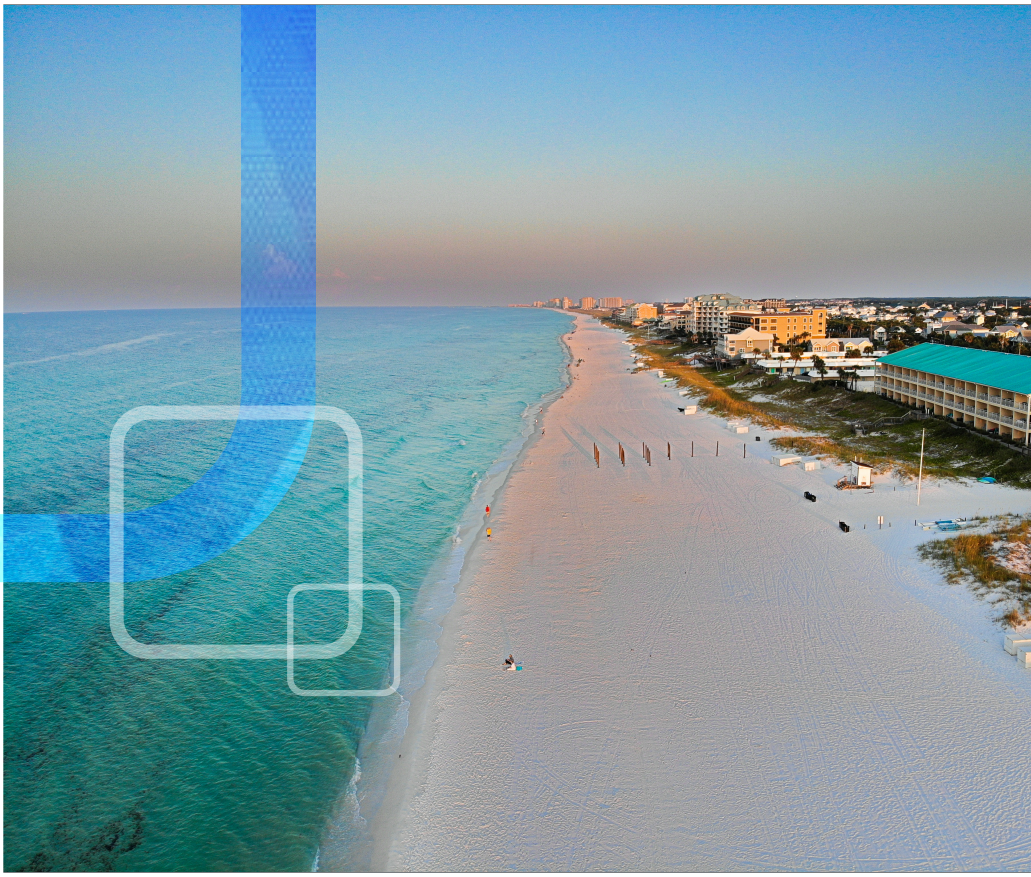
Table 5. Environmental Services

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.

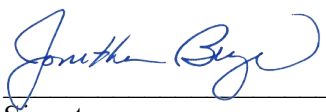
The non-mandatory pre-bid meeting is scheduled for Thursday September 4, 2025, at 11am CT at 4200 Indian Bayou Trail Destin FL 32541. Section 1.11 incorrectly states that this meeting will take place on Friday September 4th.

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.

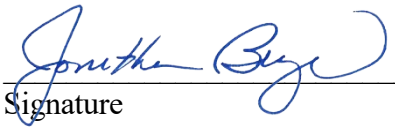
END OF ADDENDUM NO. 2

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.

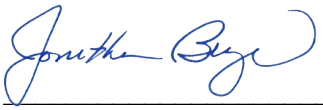
END OF ADDENDUM NO. 3

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)

DISASTER DEBRIS MONITORING SERVICES CONTRACT BETWEEN CITY OF DESTIN AND VOLKERT, INC.

This Disaster Debris Monitoring Services Contract ("Contract") dated December _____, 2025, is entered into between the **CITY OF DESTIN, FLORIDA**, a Florida municipal corporation, located at 4200 Indian Bayou Trail, Destin, Florida 32541 herein referred to as the **City,** and **VOLKERT, INC**, a foreign profit corporation, located at 2605 Thomas Drive, Suite 205, Panama City Beach, FL 32408, herein referred to as the **Contractor,** to supply disaster debris monitoring services for the City of Destin as more specifically set forth herein. The Contractor's Response to RFP 25-11-PW and Cost Schedule associated for the terms of their engagement are attached hereto as **"Exhibit A"** and fully incorporated herein by this reference.

l. Entire Contract:
This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with disaster debris monitoring services. The Scope of Work, herein referred to as the **Work,** encompasses the foregoing and all descriptive work components described in **Exhibit A**, which includes the Contractor's responses to RFP 25-11-PW and costs shown within.

3. Term of Contract and Time Extensions:
This contract will be in effect from January 1, 2026 through December 31, 2028 and is for supplying the City with disaster debris monitoring services.

4. Time for Performance:
The Contractor agrees to provide disaster debris monitoring services for the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form set forth in **Exhibit A**.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable

to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of: because of: or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation for Lack of Appropriation:

This contract is contingent upon the annual appropriation by the City of legally available funds and may be canceled by either party with a thirty-day written notice for if such annual appropriation is not made. The City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated for convenience by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

16. Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

17. Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

18. Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

19. Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF TIDS CONTRACT, AND FOR ANY LAWSUIT RELATED IN **ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

20. Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

21. 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 RBAILEY@CITYOFDESTIN.COM; CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN FLORIDA 32541, (850) 837-4242.

Contractor shall comply with Florida Public Records Laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, 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 chapter or as otherwise provided by law.
3. 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.

4. 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 to perform the service. If the Contractor 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 Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

22. Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:
Larry Jones, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
Volkert, Inc.
2605 Thomas Drive, Suite 205
Panama City Beach, FL 32408

With a copy to:
Kimberly Romano Kopp, City Attorney
Romano Kopp Law, P.A.
P.O. Box 5524
Destin, FL 32541

(Signature Page Follows)

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this _____ day of _____, 2025.

ATTEST:

CITY OF DESTIN

_____
Rey Bailey, City Clerk

_____
Larry Jones, City Manager

SEAL

This agreement has been reviewed for legal sufficiency by the City Attorney for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

Volkert, Inc.
CONTRACTOR:

By: _____
James “Jimmy” P. Screen, SVP

Witnesses to Signature:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

EXHIBIT A (Volkert Response to 25-11-PW)

COVER SHEET

As per Addendum No. 2, below we include the Cover Sheet as the first page of our proposal package.

EXHIBIT A

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

7101 US Hwy 90, Suite
200 Daphne, AL 36526
251.943.8571
warrenaverett.com

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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Warren Averett
CPAs AND ADVISORS

3 South Royal, Suite 200
Mobile, AL 36602
251.308.1777
warrenaverett.com

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

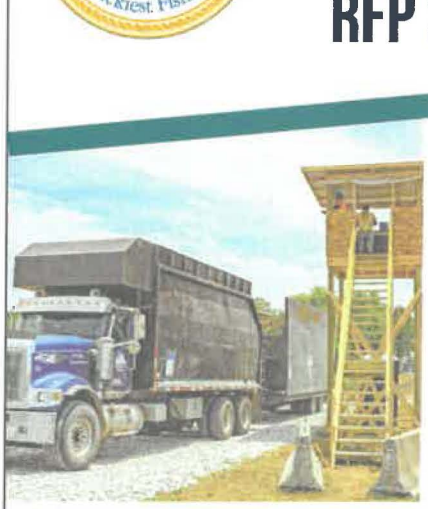
See independent auditors' report.

TITLE PAGE

TECHNICAL PROPOSAL

Disaster Debris Monitoring Services

RFP 25-11-PW









September 25, 2025

VOLKERT

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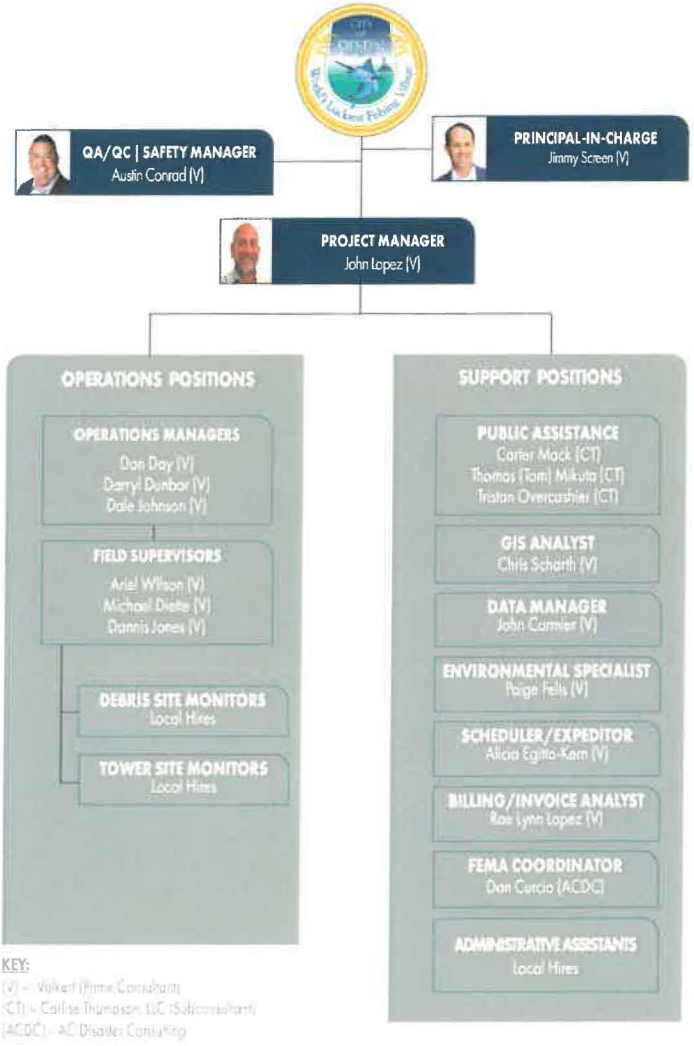
EXECUTIVE SUMMARY

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

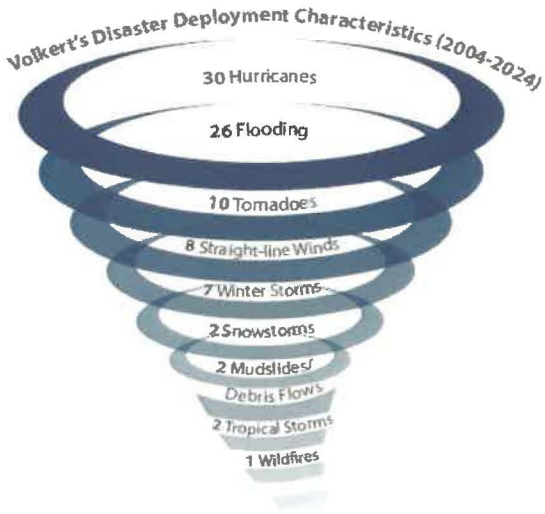
Volkert's experience is expansive and includes providing debris monitoring services to five state DOTs and two additional state environmental and natural resource agencies. With over 31 years of disaster experience, we have provided debris monitoring experience for the cleanup, removal, and disposal 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.

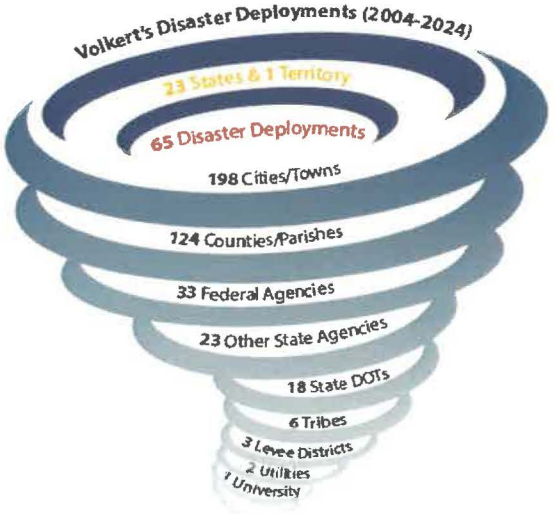
Volkert's disaster experience is drawn from all segments of the public sector – federal, state, and local – with the origin of these services tracing back to 1992 when Hurricane Andrew made landfall in Southeast Florida. More recently, we have provided debris monitoring and other debris-related services 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

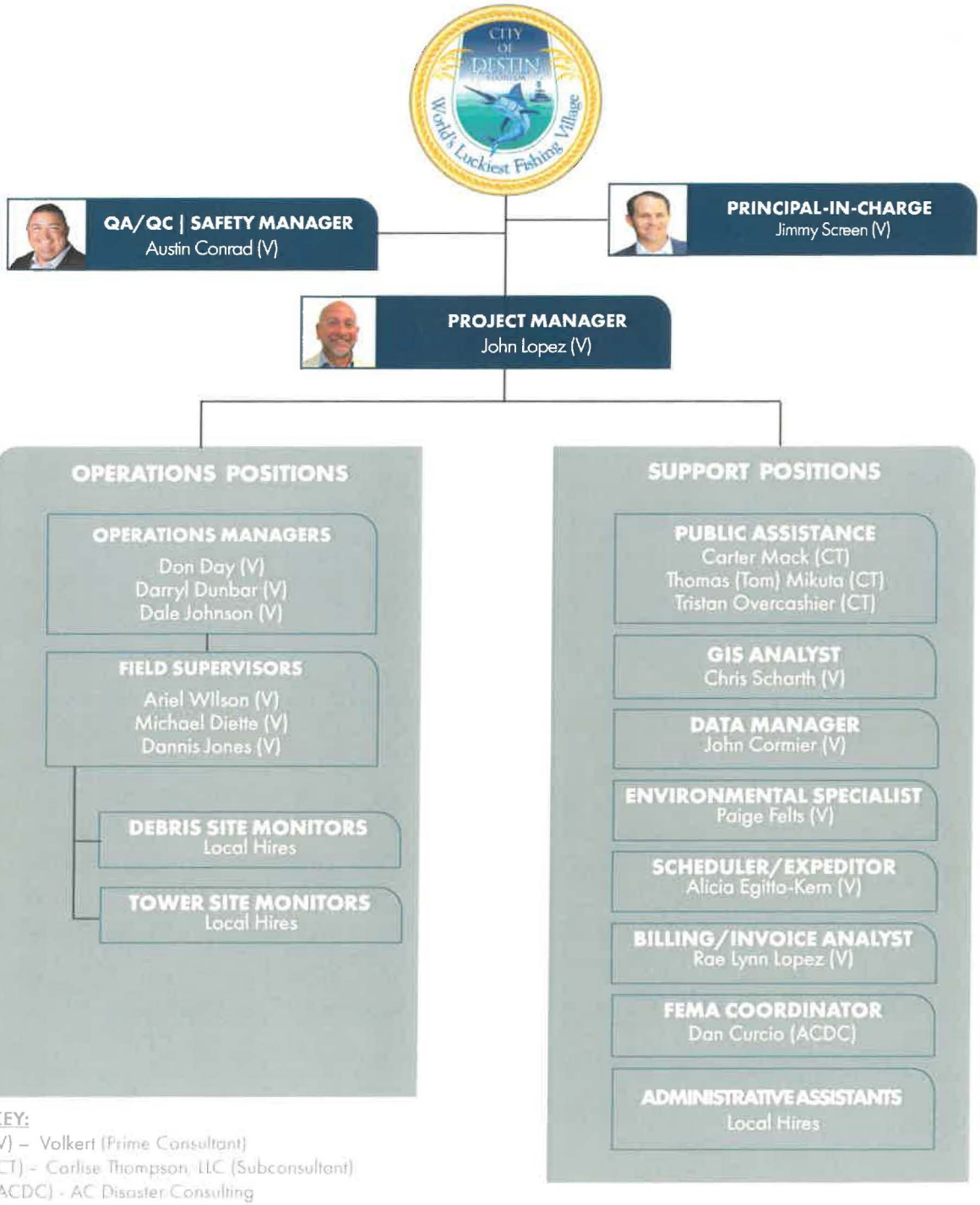
Disaster: 2020 - Alabama, Hurricane Zeta
Service: Disaster Debris Removal Monitoring
Period: November 2020 - April 2021
Agency: ALDOT SW Region, Grove Hill
Contact: Mr. Daniel Ganus, PE, Maintenance Engineer
(P) 251.231.0572
(E) ganusd@dot.state.al.us

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

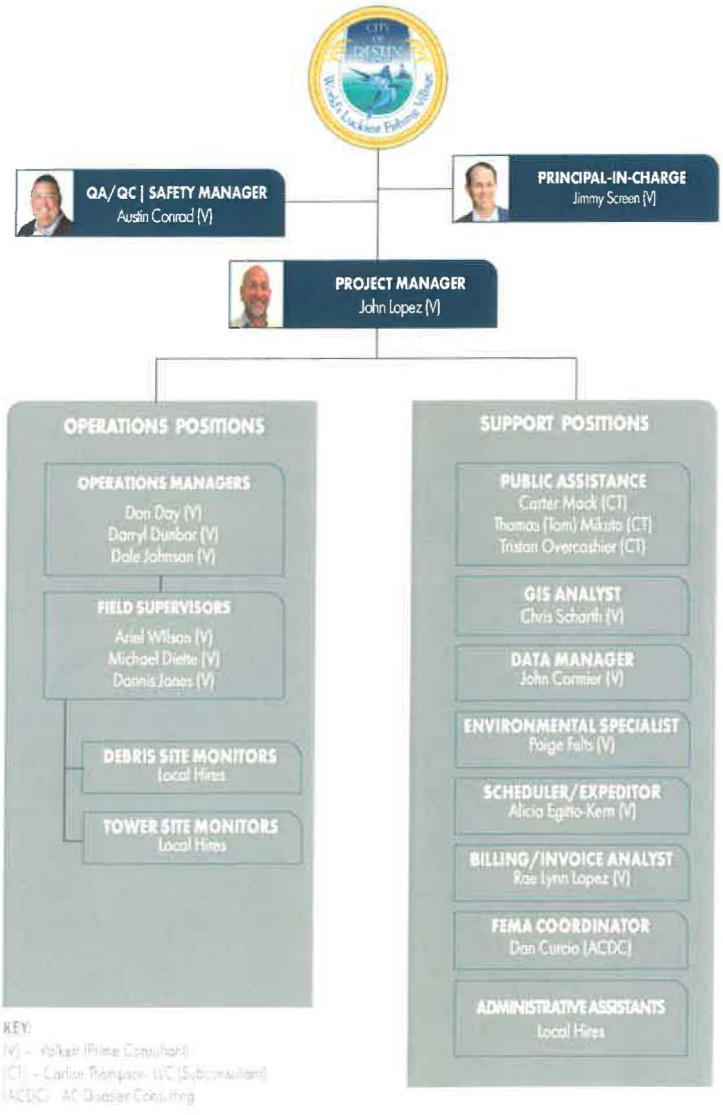
Our communication plan ensures effective, resilient communication with the client following a natural disaster (e.g., hurricane, flood, earthquake) for debris monitoring operations. It incorporates real-time field progress reporting via live GIS dashboards, Starlink for stable internet/WiFi, satellite 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:

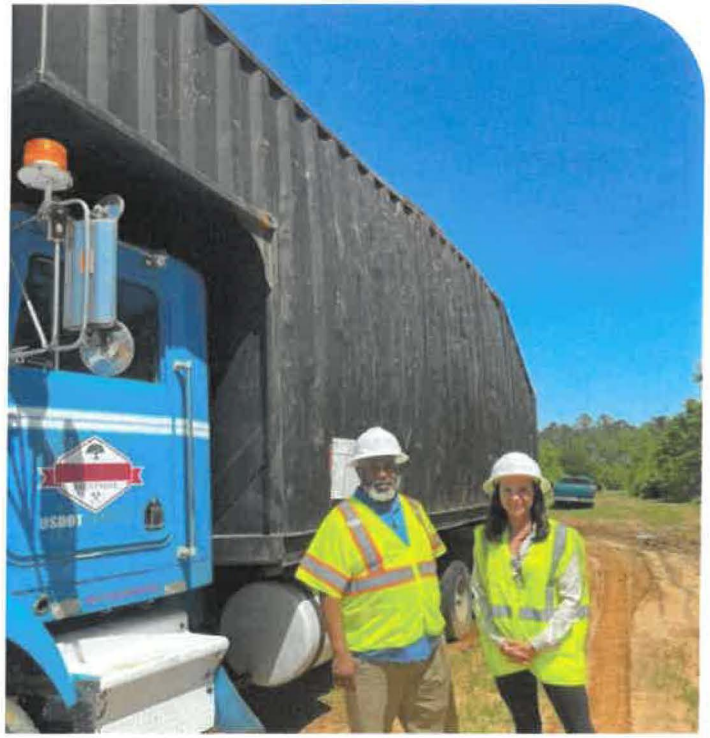
- Safety
- Project Type (complexity to include work/weather conditions and value)
- Service Type (Program Management, Disaster Services)
- Client Type (Public/Private/DOT)
- Contract provisions

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.

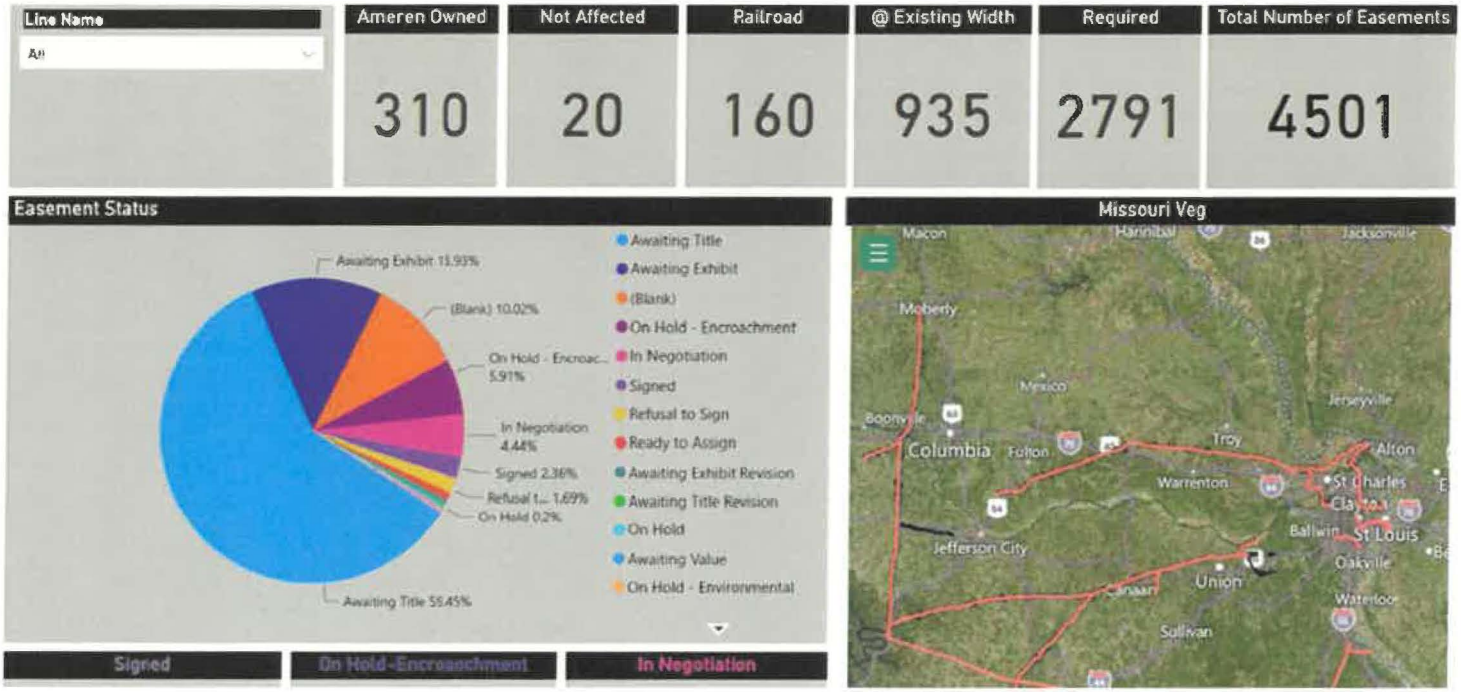
To help with this, Volkert employs ArcGIS Explorer on all personnel cell phones and provides it to the debris contractor for their use. ArcGIS Explorer is a mobile app by ESRI for Android, iOS, and Windows that delivers 24/7 access to a digital map created by Volkert's IT Department. It works everywhere, 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.

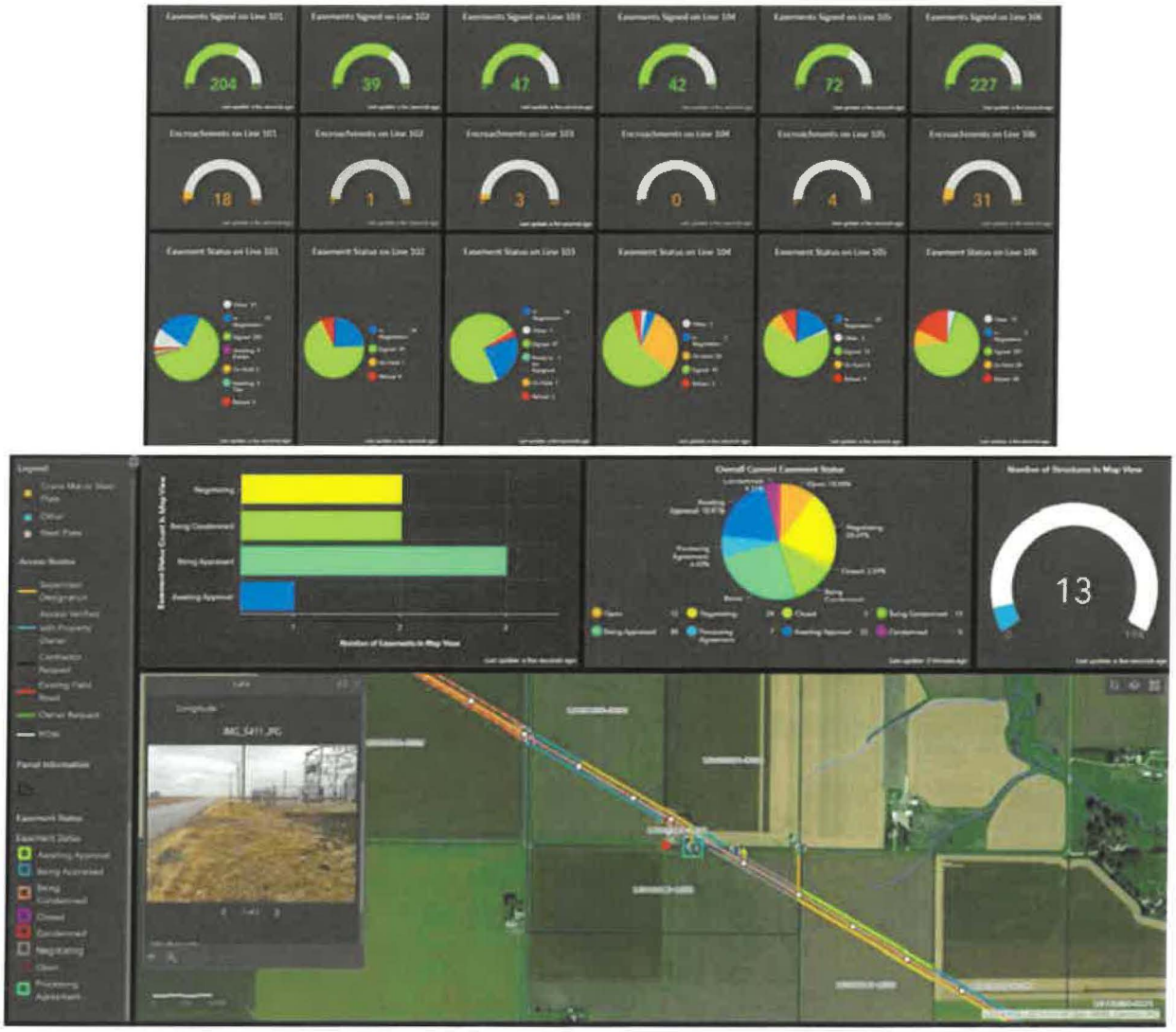
- Reporting/Communication –
  Volkert utilizes the Microsoft Office 365 platform, leveraging its robust features to enhance communication and collaboration. We use Microsoft Teams for seamless audio and video calls, virtual meetings, virtual training, and project updates. Additionally, we prioritize 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.

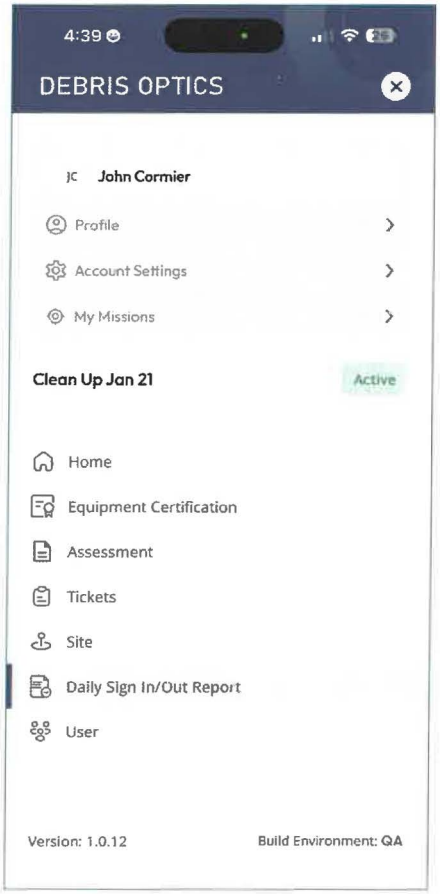


DATA MANAGEMENT SOFTWARE & REPORTING CAPABILITIES

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.

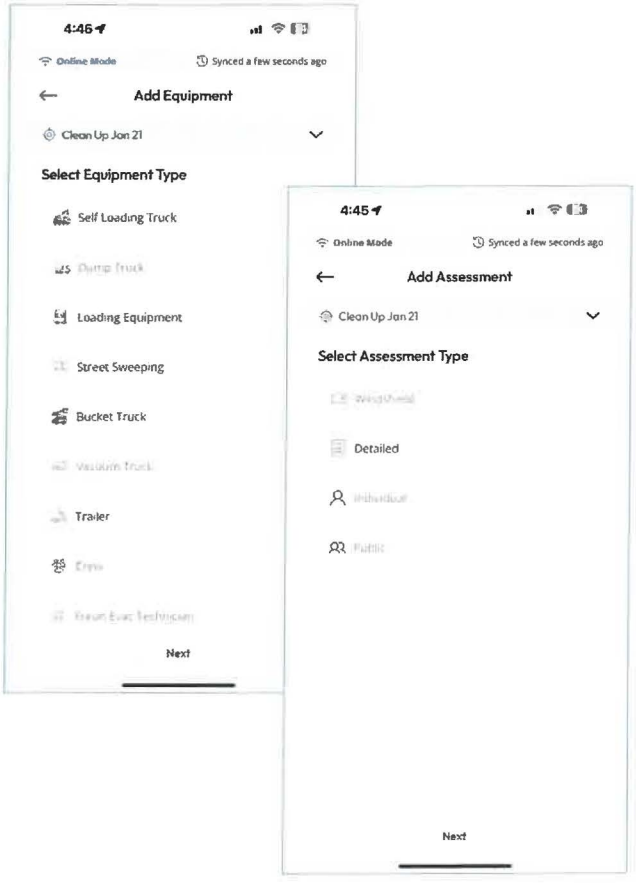
Advanced Technology and Security

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)

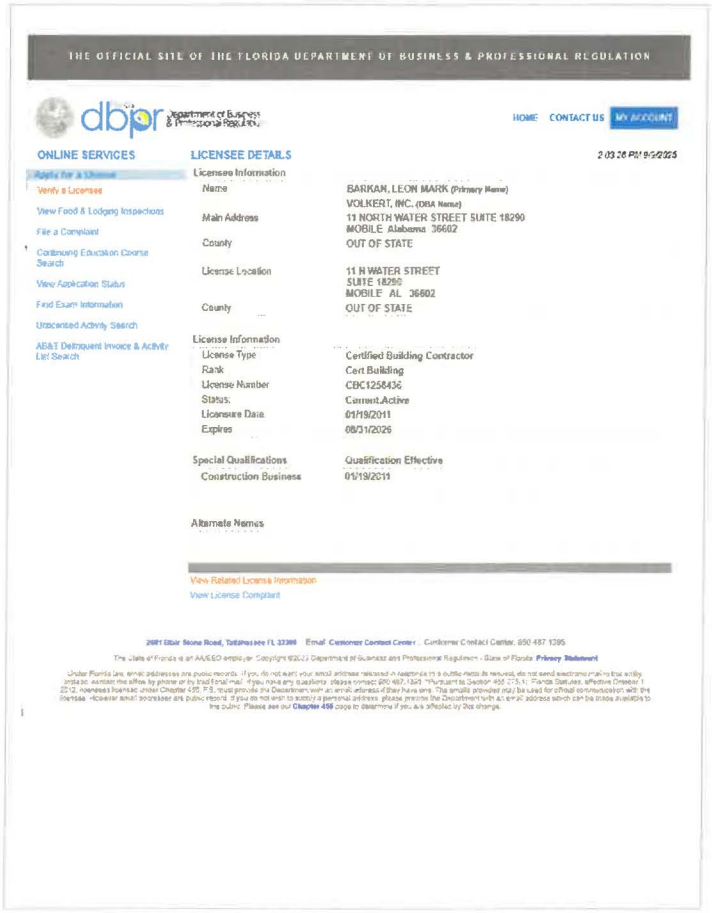
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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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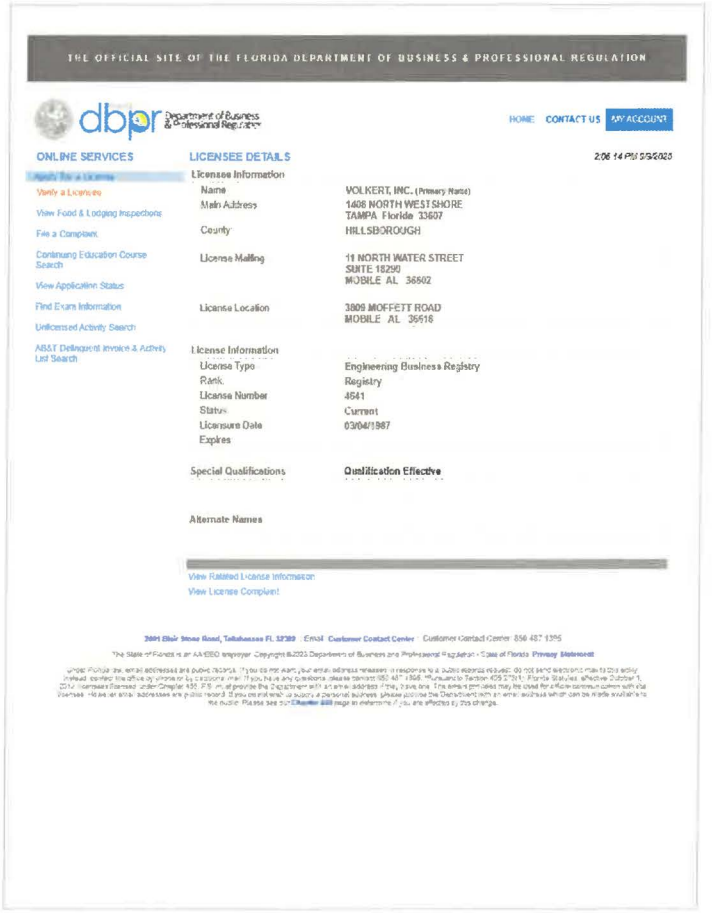
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. 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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- View Application Status
- 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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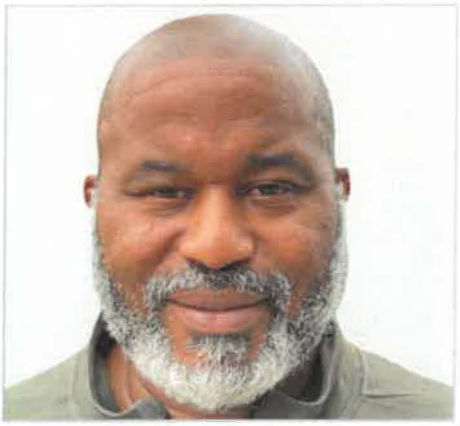
Years of Experience:
40 (2 with Volkert)

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.

ITEM # 2025-1306

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.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

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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.

Council awarded the contract to RBM Contracting Services, LLC on Nov 17, 2025.

II. DISCUSSION: The Construction Contract with attachments is included in this agenda item.

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): The City has received an appropriation from the State of Florida managed through FDEP for the Mattie Kelly Outfall.

Budget Impact

	305.5380.565000 Grant#500056 State Appropriation
FY 26 Adopted Budget	1,000,000
Previous Expenses/Encumbrances	-
Available Program Budget	1,000,000
This Agreement +(-)	(548,250)
FY 26 Remaining Program Budget	$ 451,750

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: RBM has signed the construction contract. Staff recommends approval and issuance of a Notice to Proceed.

IV. RECOMMENDED MOTION: I move to approve the construction contract with RBM Construction Services for RFB 25-13-PW, Mattie Kelly Outfall Project, and to issue a Notice to Proceed.

Attachments:

1. City of Destin - RBM - Mattie Kelly Construction Contract 11.18.25 RBM signed
2. Exhibit A - RFB 25-13-PW Mattie Kelly Outfall Project
3. Exhibit B - RBM Contracting Svcs. RFB NO. 25-13-PW-Mattie Kelly Outfall Project_OCR
4. Exhibit C - Price Proposal Sheet

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

Contract/Lease Control #:

Procurement#: RFB 25-13-PW

Contract/Lease Type: Mattie Kelly Outfall Project

Award To/Lessee: RBM Contracting Services

Owner/Lessor: CITY OF DESTIN

Effective Date:

Expiration Date: Insert Date and # of Renewals

Description of: Mattie Kelly Outfall Project

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

CONTRACT #_____

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND RBM CONSTRACTING SERVICES FOR CONSTRUCTION SERVICES

THIS CONTRACT, made this ____ day of _December_ 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 **RBM Contracting Services**, with an address at 118 Industrial Park Rd. Freeport, Florida, 32439 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. 25-13-PW Mattie Kelly Outfall Project ("RFB 25-13-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 25-13-PW. Generally, the work consists of 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.

1.2 **Scope**: Specifically, the Scope of Services will include all items listed and priced in the base bid for RFB 25-13-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 25-13-PW.

1.3 **Terms & Conditions: THE COMPLETE TERMS AND CONDITIONS STATED, REGARDLESS OF WHICH DOCUMENT LISTED IN RFB 25-13-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/manufacturer's order acceptance shall be promptly forwarded to the City.

All Work shall be substantially completed within 90 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 ITB.

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 $548,250.25.

5.1 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 Statute 768.28 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 ITB.

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 Statutes.
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:

- The City of Destin shall be an additional insured
- 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.

d. 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.

e. 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
rbaily@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 ITB 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 December, 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: Owner

11/21/25
Date

Witness to Signature:

_____
Print Name: Victoria Romsey

_____
Print Name: Carrie Brewer

ATTACHMENT "A"

RFB No. 25-13-PW

ATTACHMENT "B"

CONTRACTOR BID

DATED October 30, 2025

ATTACHMENT "C" –
RFB 25-13-PW

PRICE PROPOSAL SHEET

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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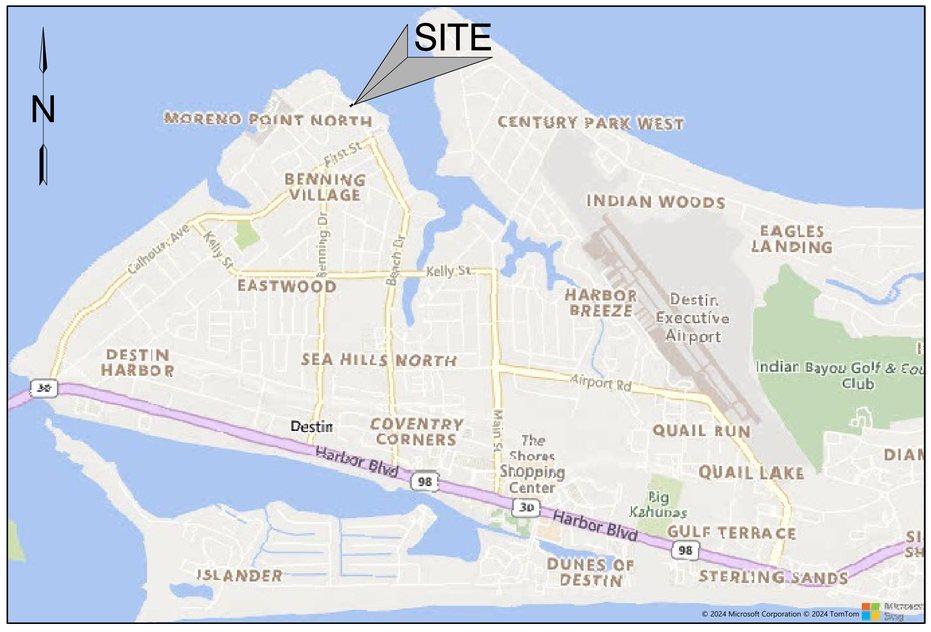
BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA



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

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
01 OF 18

SHEET NUMBER
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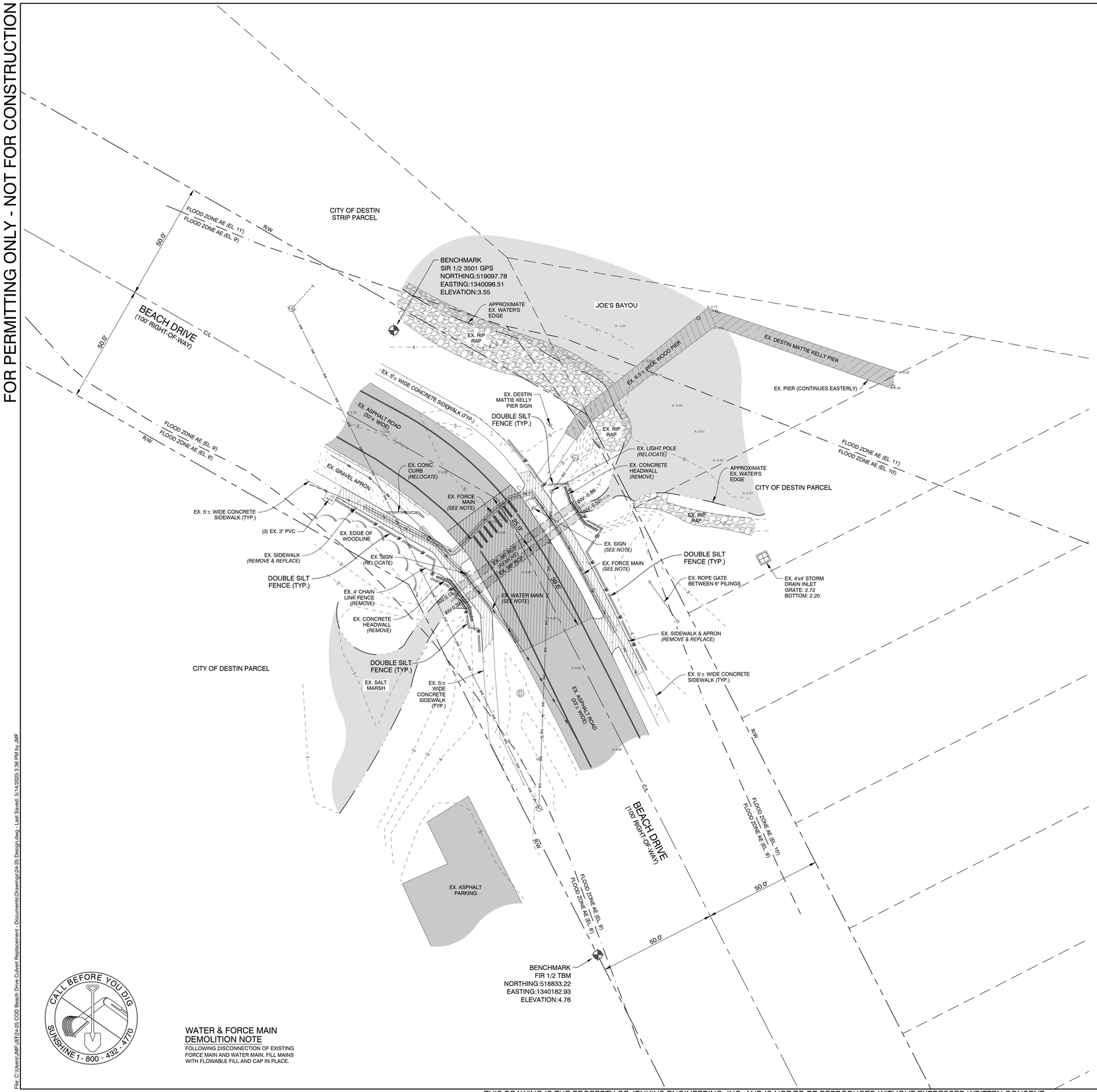

CALL BEFORE YOU DIG
SUNSHINE 1 - 800 - 432 - 4770

WATER & FORCE MAIN DEMOLITION NOTE

FOLLOWING DISCONNECTION OF EXISTING FORCE MAIN AND WATER MAIN, FILL MAINS WITH FLOWABLE FILL AND CAP IN PLACE.

N

0 10' 20' 40' 60'

HORIZONTAL SCALE: 1" = 20'

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

EXISTING CONDITIONS
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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SHEET NUMBER
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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

DETOUR PLAN
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
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER 03 OF 18

SHEET NUMBER C03

REV	DATE	DESCRIPTION	BY
***	***	***	***

JAMES S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

PROFESSIONAL ENGINEER ★ JAMES 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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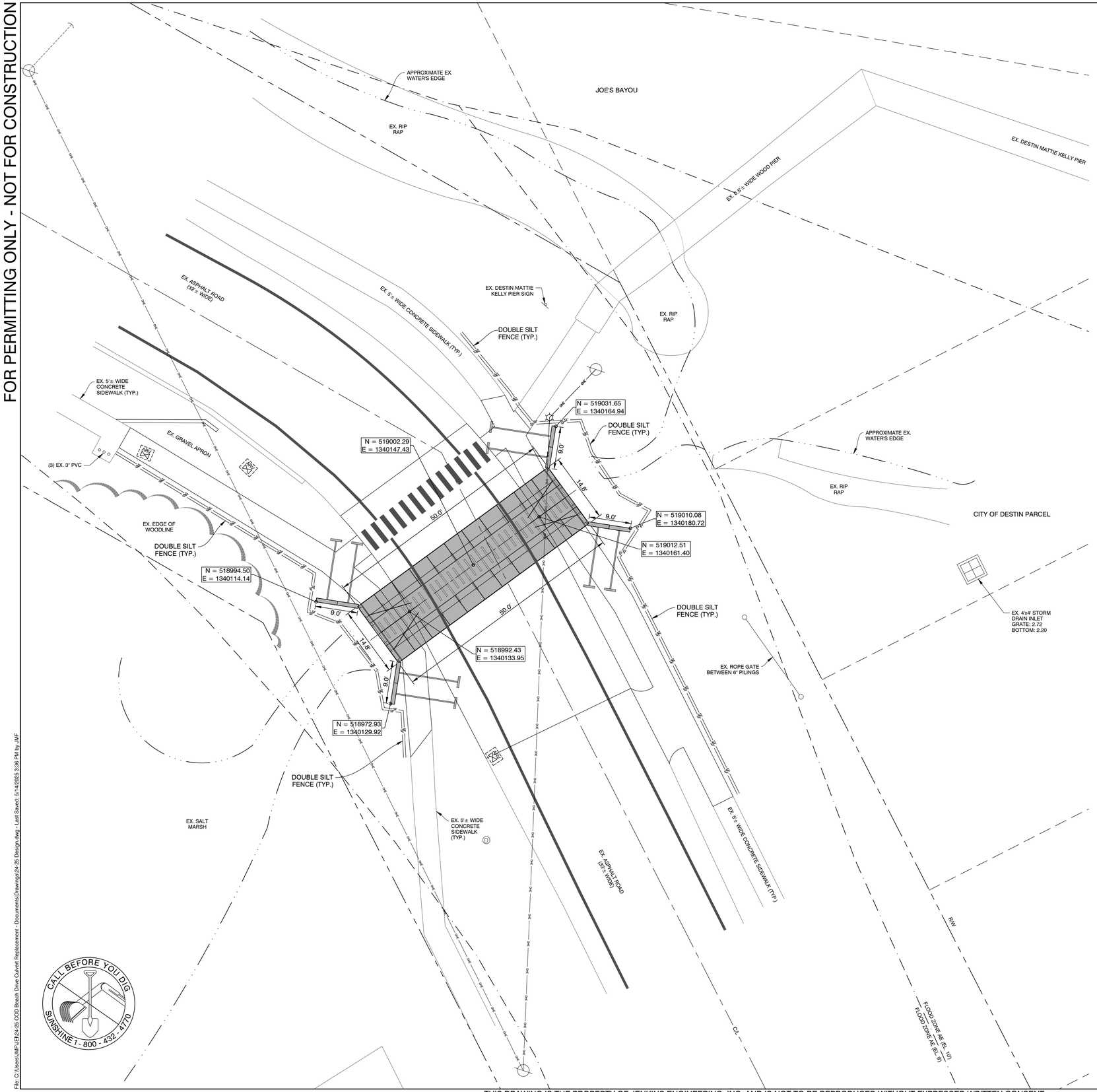

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0 5' 10' 20' 30'

HORIZONTAL SCALE: 1" = 10'

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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

BRIDGE SITE PLAN

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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0 1"
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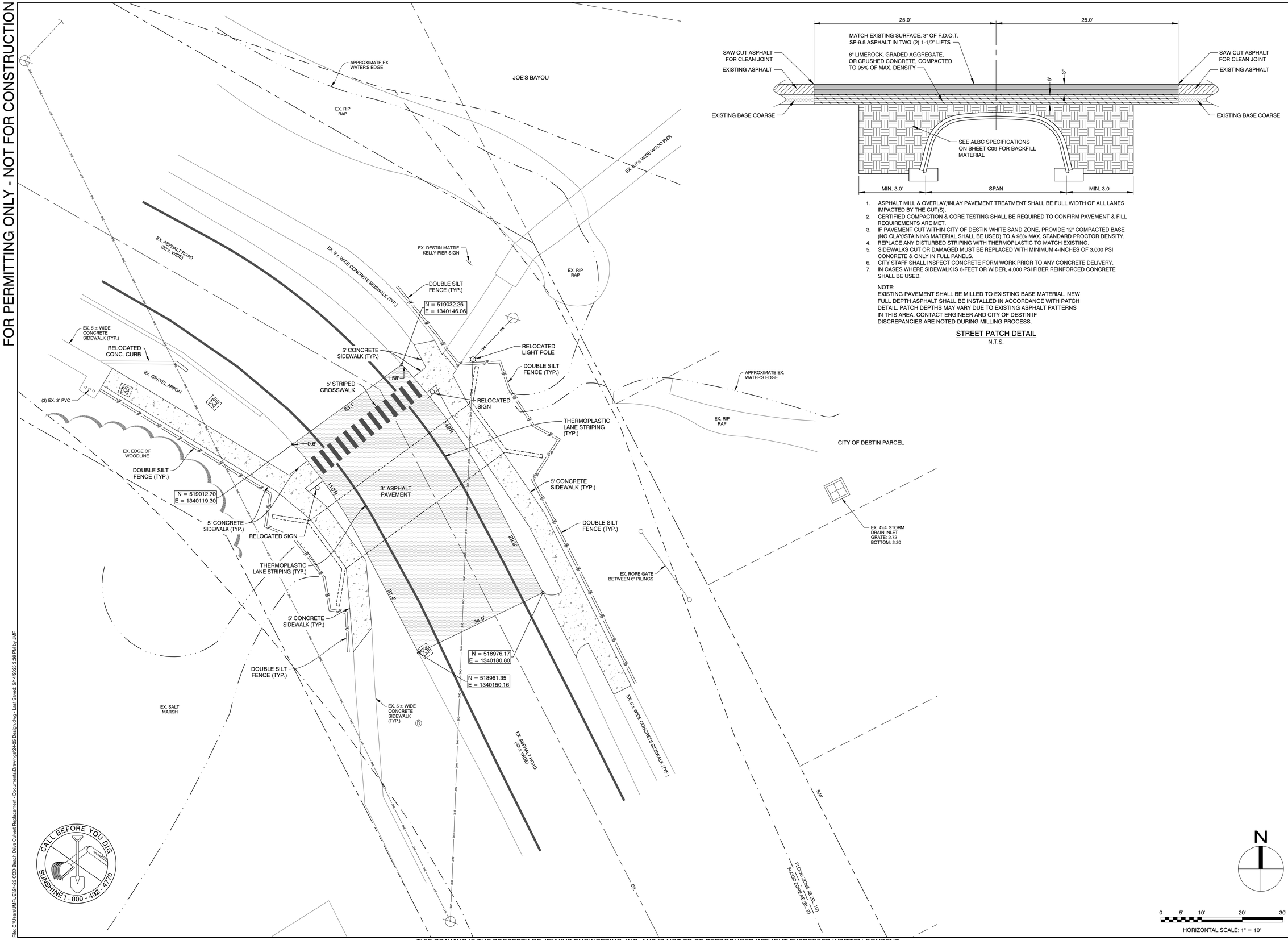

1. ASPHALT MILL & OVERLAY/INLAY PAVEMENT TREATMENT SHALL BE FULL WIDTH OF ALL LANES IMPACTED BY THE CUT(S).
2. CERTIFIED COMPACTION & CORE TESTING SHALL BE REQUIRED TO CONFIRM PAVEMENT & FILL REQUIREMENTS ARE MET.
3. IF PAVEMENT CUT WITHIN CITY OF DESTIN WHITE SAND ZONE, PROVIDE 12" COMPACTED BASE (NO CLAY/STAINING MATERIAL SHALL BE USED) TO A 98% MAX. STANDARD PROCTOR DENSITY.
4. REPLACE ANY DISTURBED STRIPING WITH THERMOPLASTIC TO MATCH EXISTING.
5. SIDEWALKS CUT OR DAMAGED MUST BE REPLACED WITH MINIMUM 4-INCHES OF 3,000 PSI CONCRETE & ONLY IN FULL PANELS.
6. CITY STAFF SHALL INSPECT CONCRETE FORM WORK PRIOR TO ANY CONCRETE DELIVERY.
7. IN CASES WHERE SIDEWALK IS 6-FEET OR WIDER, 4,000 PSI FIBER REINFORCED CONCRETE SHALL BE USED.

NOTE:
EXISTING PAVEMENT SHALL BE MILLED TO EXISTING BASE MATERIAL. NEW FULL DEPTH ASPHALT SHALL BE INSTALLED IN ACCORDANCE WITH PATCH DETAIL. PATCH DEPTHS MAY VARY DUE TO EXISTING ASPHALT PATTERNS IN THIS AREA. CONTACT ENGINEER AND CITY OF DESTIN IF DISCREPANCIES ARE NOTED DURING MILLING PROCESS.

STREET PATCH DETAIL
N.T.S.

CALL BEFORE YOU DIG SUNSHINE 1 - 800 - 432 - 4770

N

0 5' 10' 20' 30'
HORIZONTAL SCALE: 1" = 10'

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

ROADWAY SITE PLAN

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
05 OF 18

SHEET NUMBER
C05

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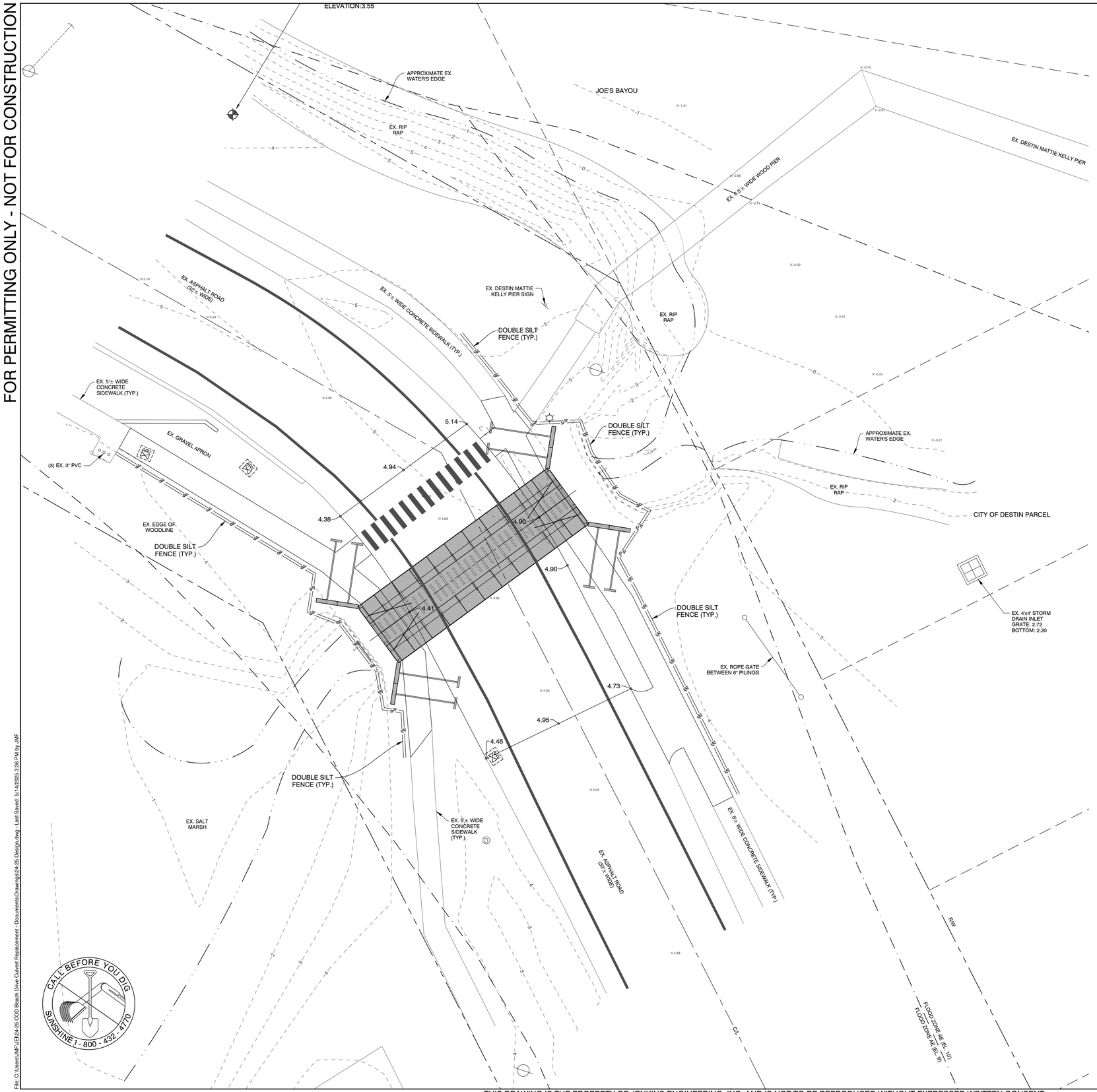

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N

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FL. REGISTRATION NO. 71438

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BY	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

GRADING & DRAINAGE PLAN
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JOB: 24-25
DATE: 5/14/2025
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DRAWN: MPF/JMF

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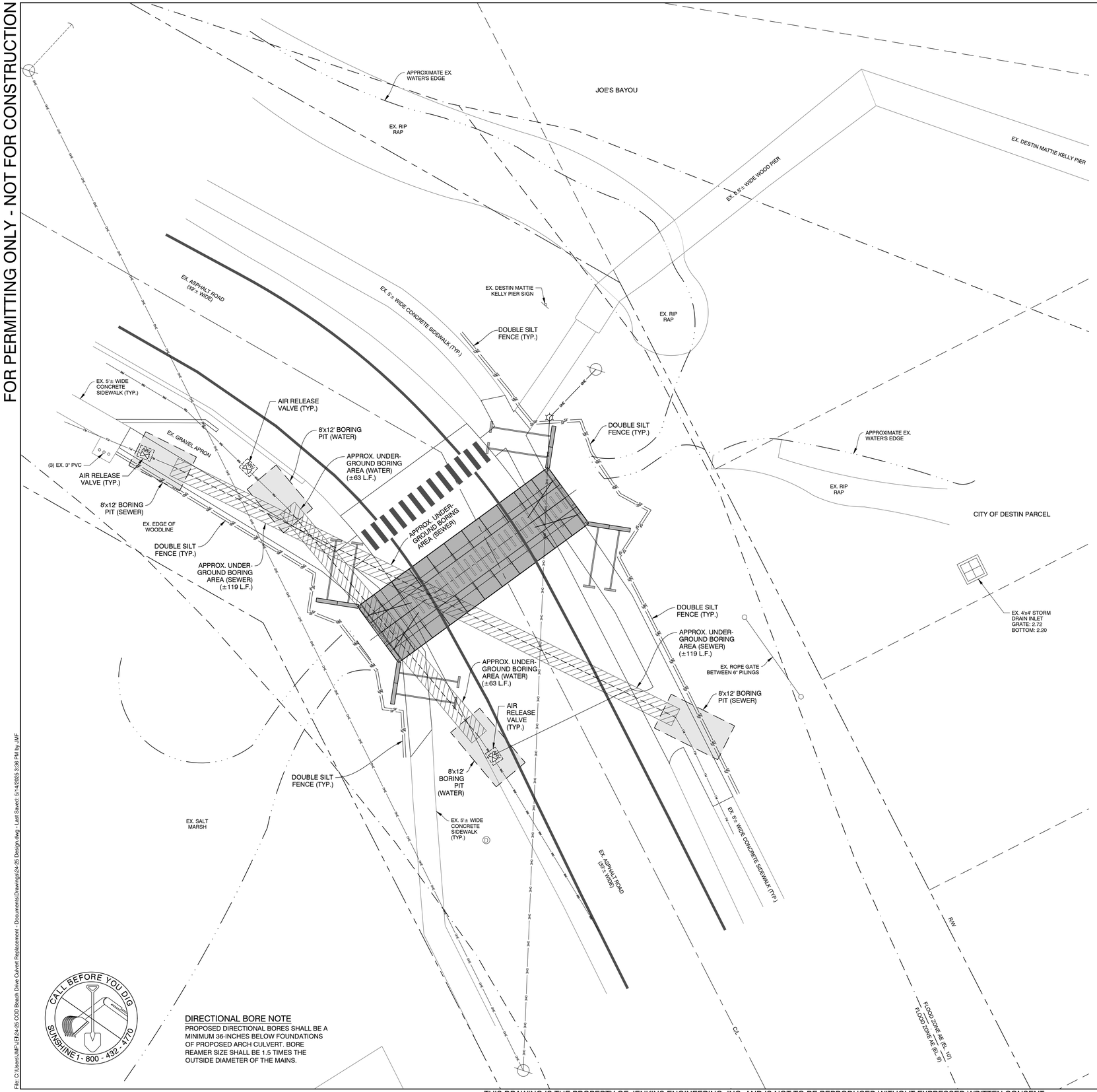

CALL BEFORE YOU DIG SUNSHINE 1 - 800 - 432 - 4770

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.

N

0 5' 10' 20' 30'

HORIZONTAL SCALE: 1" = 10'

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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
...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

UTILITY PLAN

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
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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.

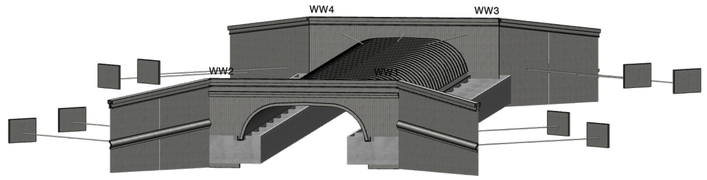
WINGWALLS
- WW1 ANGLE = 45 DEG.
- WW1 LENGTH = 9 FT.
- WW1 HIGH HEIGHT = 6.17 FT.
- WW1 LOW HEIGHT = 5.00 FT.

- 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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www.ContechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

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.: 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.

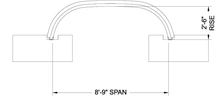
2.2 PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL EXAMINE, INVESTIGATE AND INSPECT THE CONSTRUCTION SITE AS TO THE NATURE AND LOCATION OF THE WORK, AND THE GENERAL AND LOCAL CONDITIONS AT THE CONSTRUCTION SITE, INCLUDING WITHOUT LIMITATION, THE CHARACTER OF SURFACE OR SUBSURFACE CONDITIONS AND OBSTACLES 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.



CROSS SECTION

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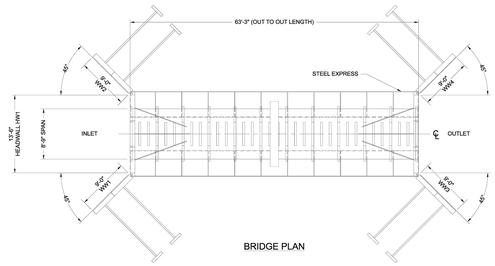
CONTECH STRUCTURAL PLATE

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.: D2 OF D10		



BRIDGE PLAN

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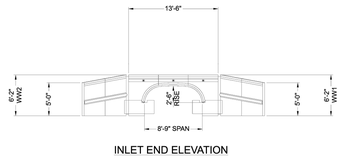
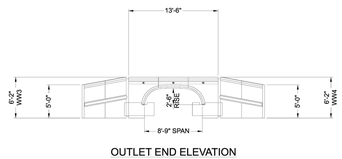


INLET END ELEVATION



OUTLET END ELEVATION

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PROJECT No.:	DYO No.:	DATE:
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REV	DATE	DESCRIPTION	BY
***	***	***	***

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS

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DRAWN: MPF/JMF

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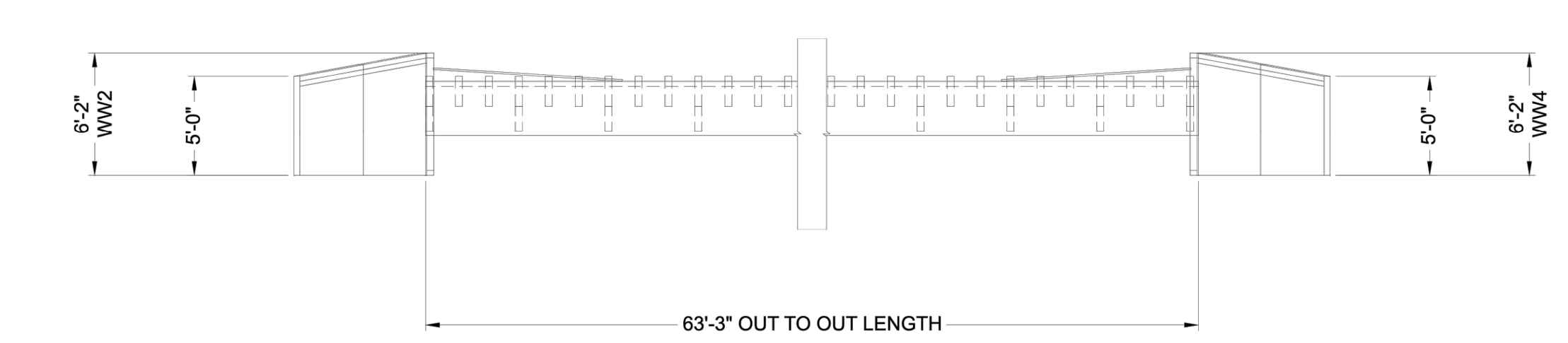
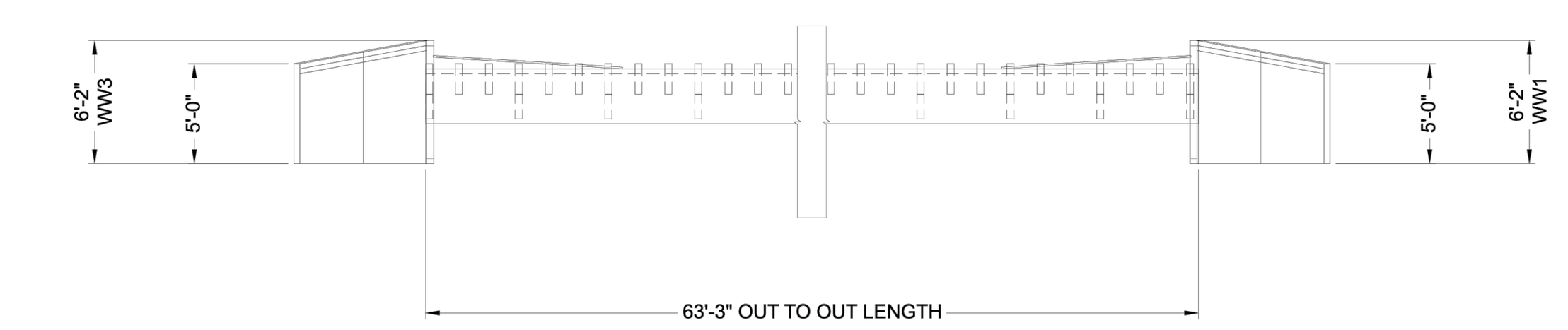


PROFILE



PROFILE

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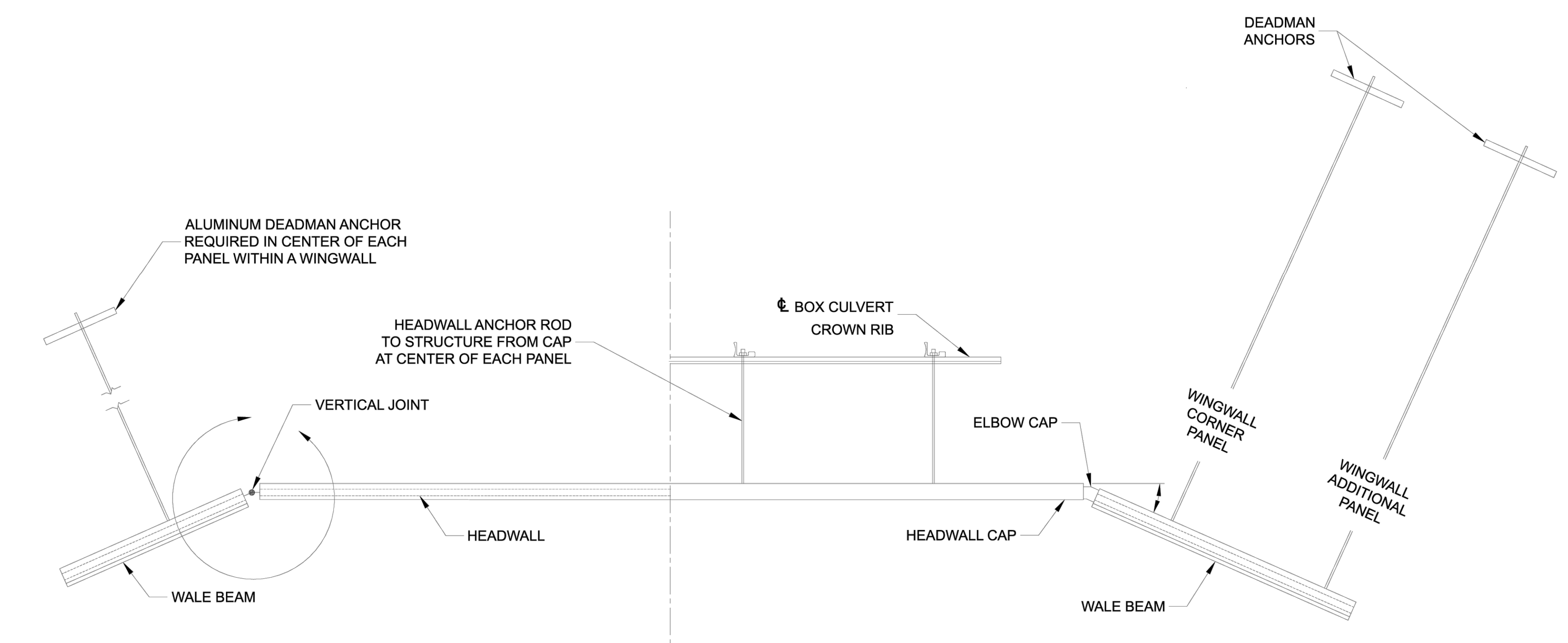
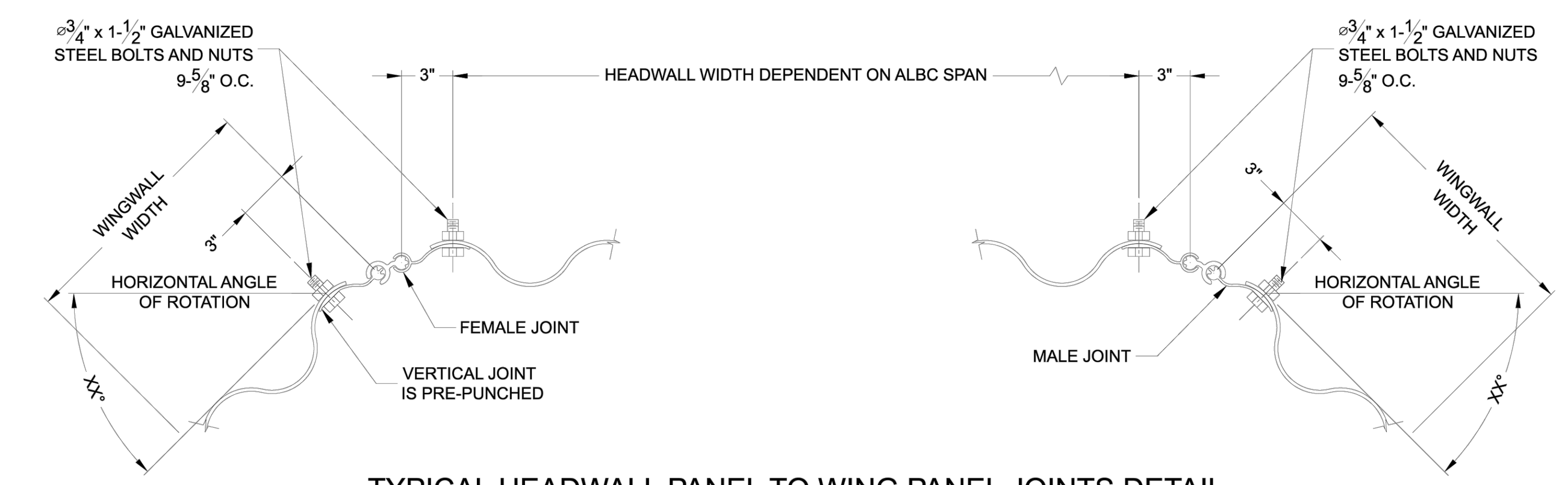
CONTECH STRUCTURAL PLATE
DYOB DRAWING

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.: D5 OF D10		



PLAN VIEW



TYPICAL HEADWALL PANEL TO WING PANEL JOINTS DETAIL
(BOTH ENDS)

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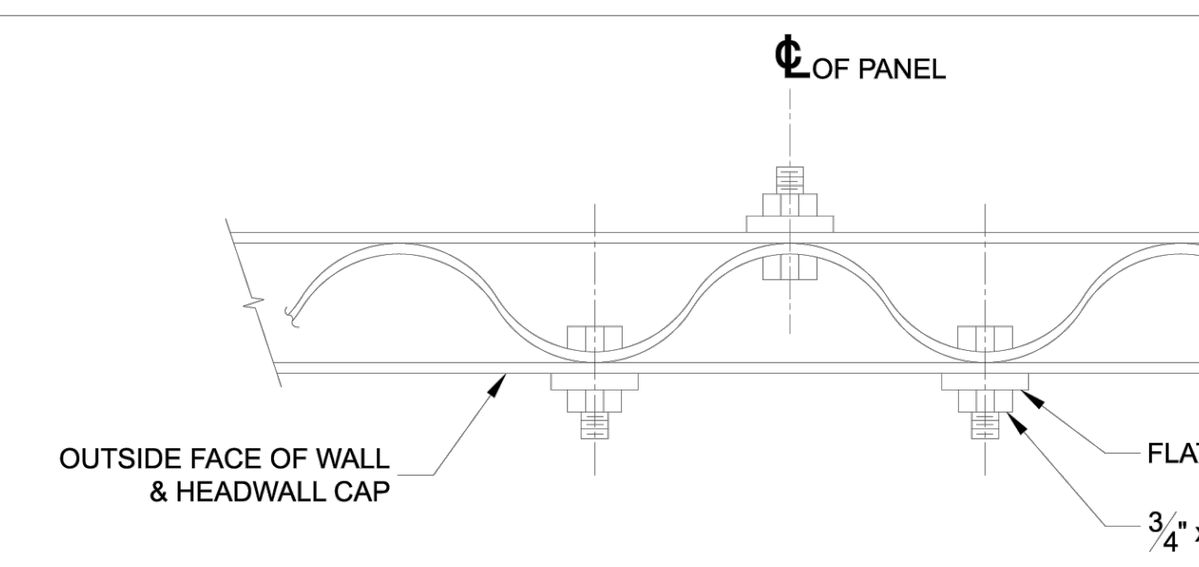
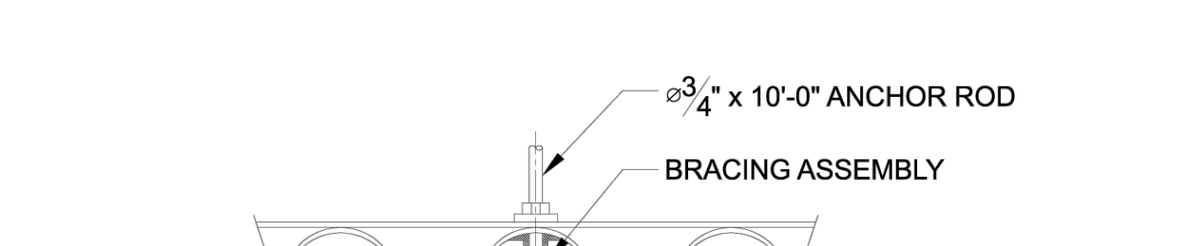
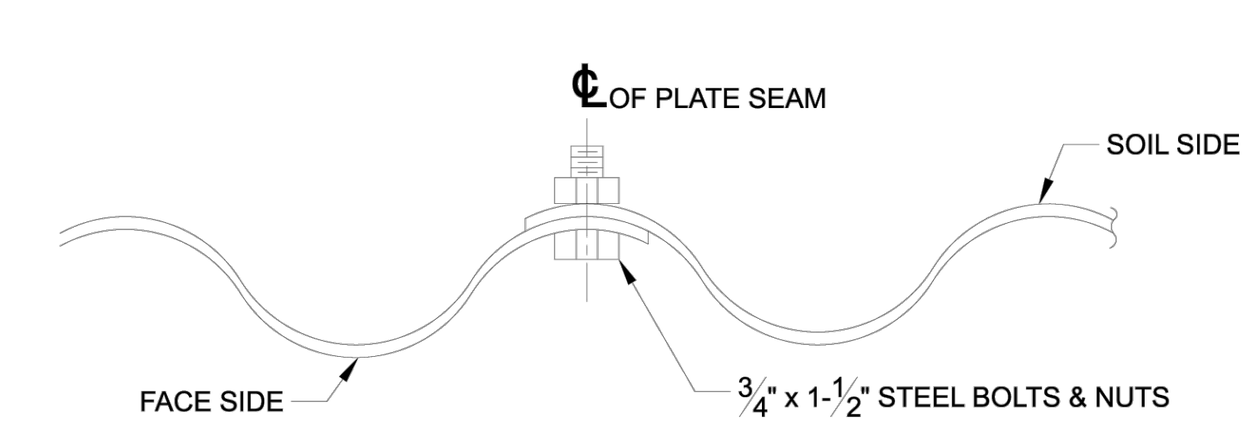
SHEET NO.: D6 OF D10		



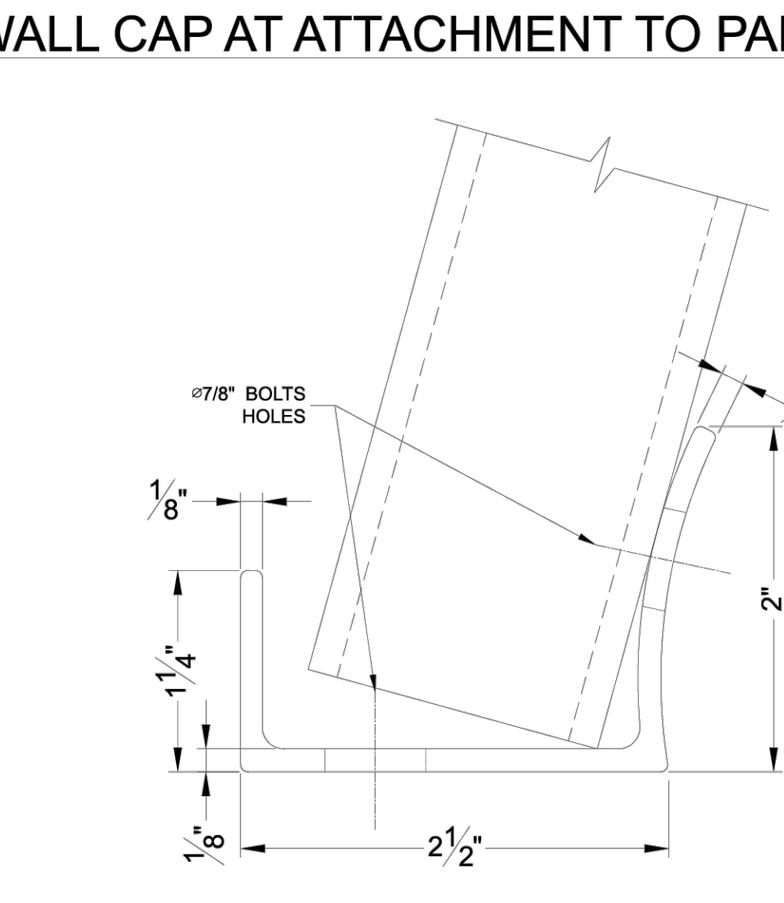
HEADWALL CAP AT ATTACHMENT TO PANEL DETAIL



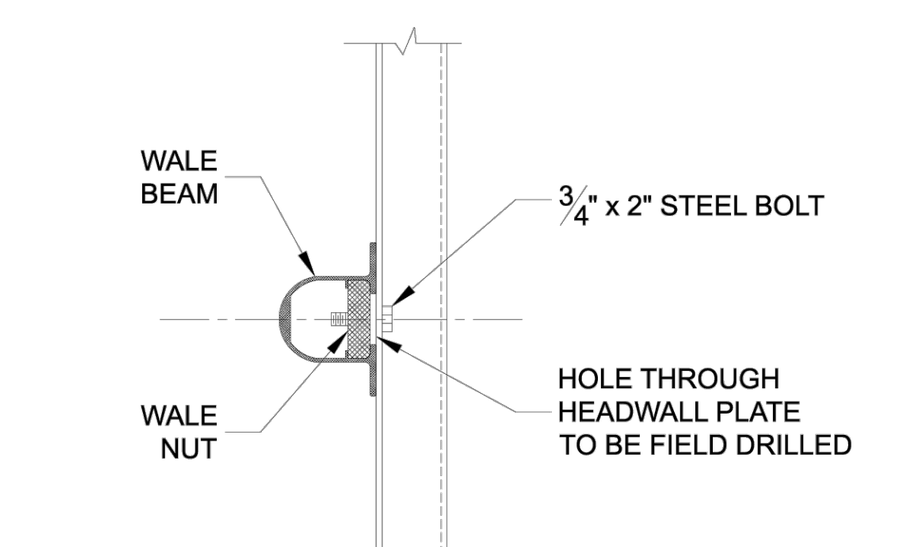
TYPICAL ANCHOR ROD ATTACHMENT DETAIL



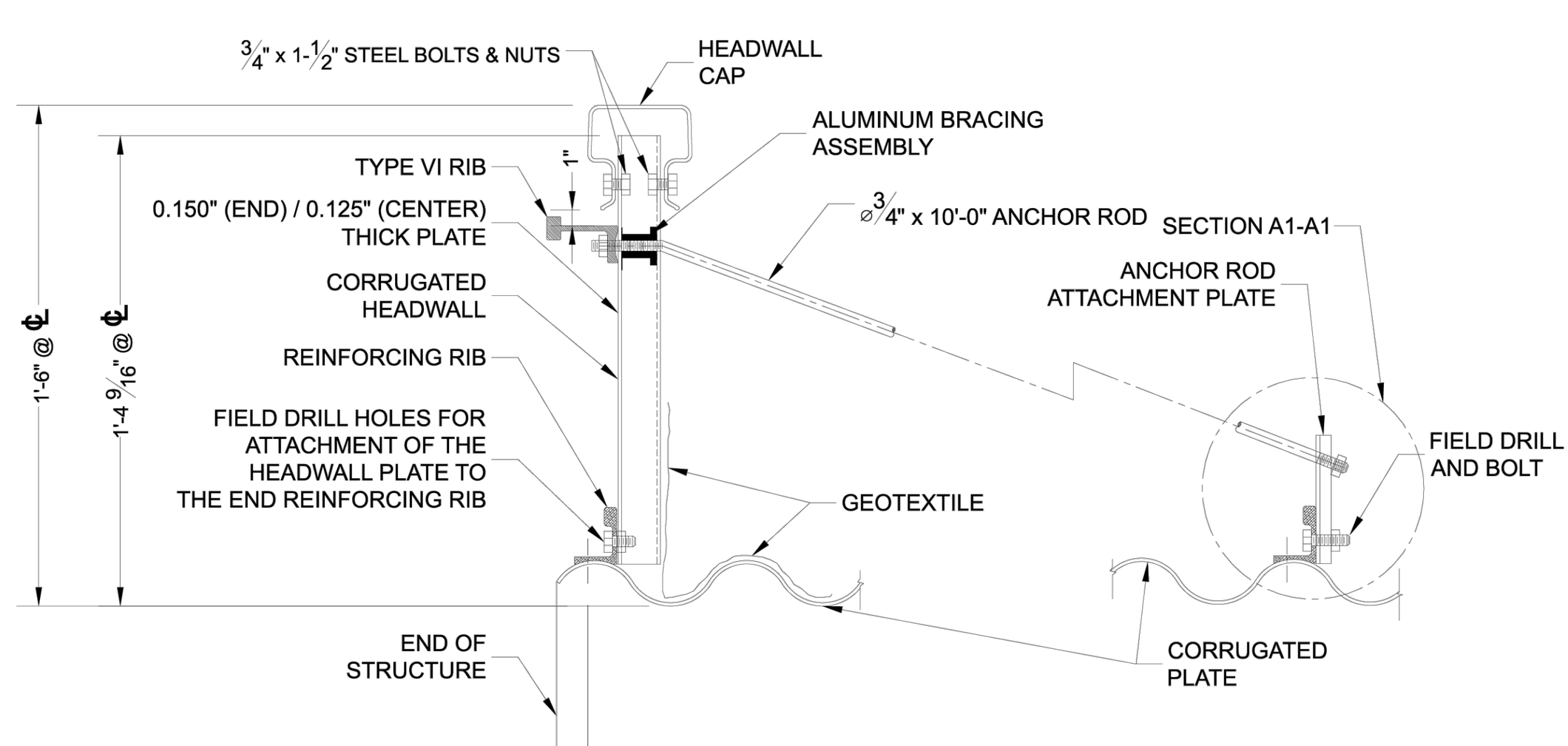
TYPICAL PANEL LAP DETAIL



ALUMINUM RECEIVING CHANNEL



WALE BEAM ATTACHMENT



WHEN HEADWALLS ARE ORDERED FOR BOTH ENDS, THE LENGTH OF STRUCTURE MUST BE A MULTIPLE OF 9"

SECTION A-A
HEADWALL ATTACHMENT TO CROWN OF STRUCTURE

NOTES:

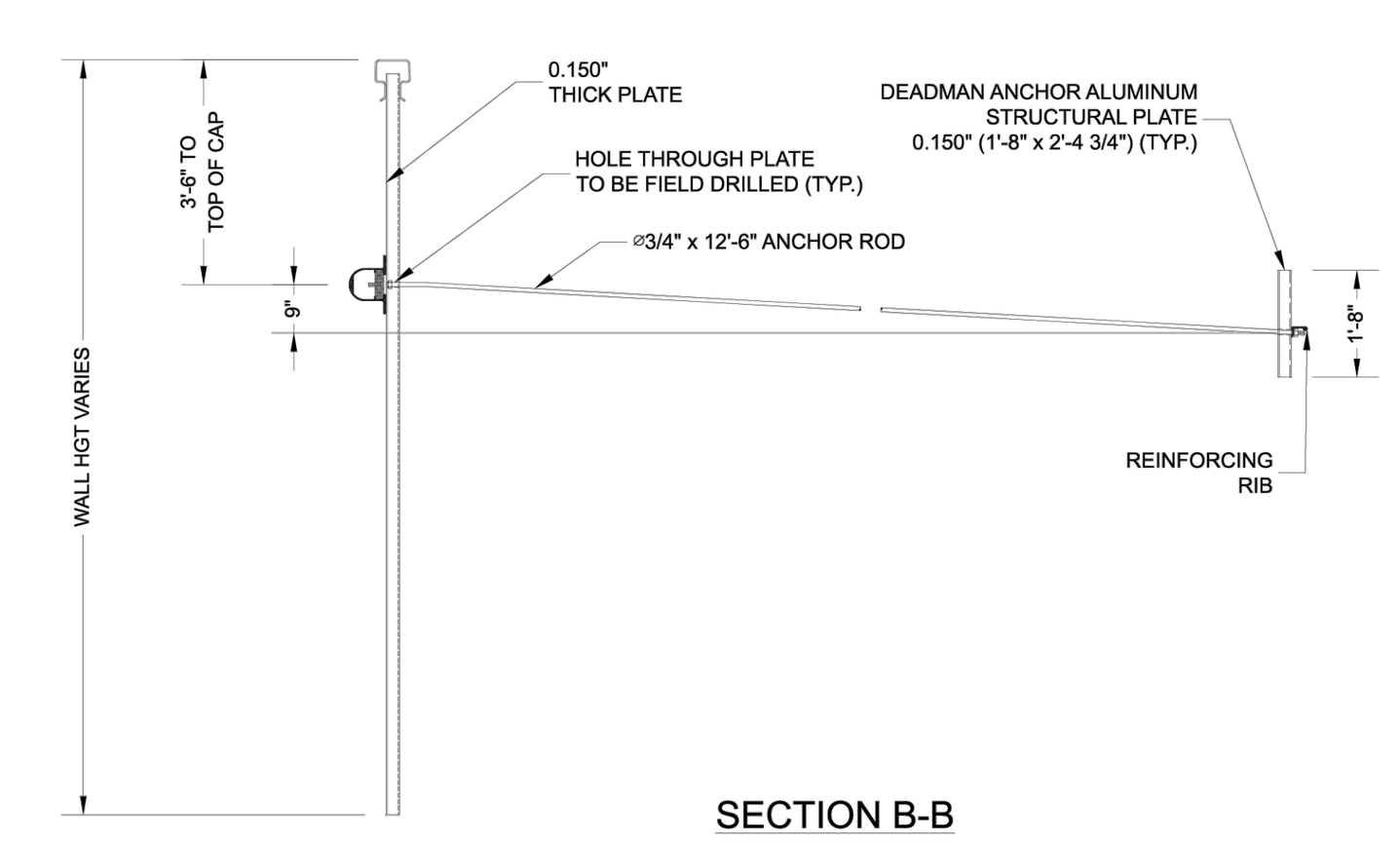
1) REVERSE CROWN RIB FOR PROPER ANCHOR ROD ATTACHMENT PLATE ORIENTATION.

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.



SECTION B-B
DEADMAN ANCHOR ATTACHMENT

PRELIMINARY
NOT FOR CONSTRUCTION

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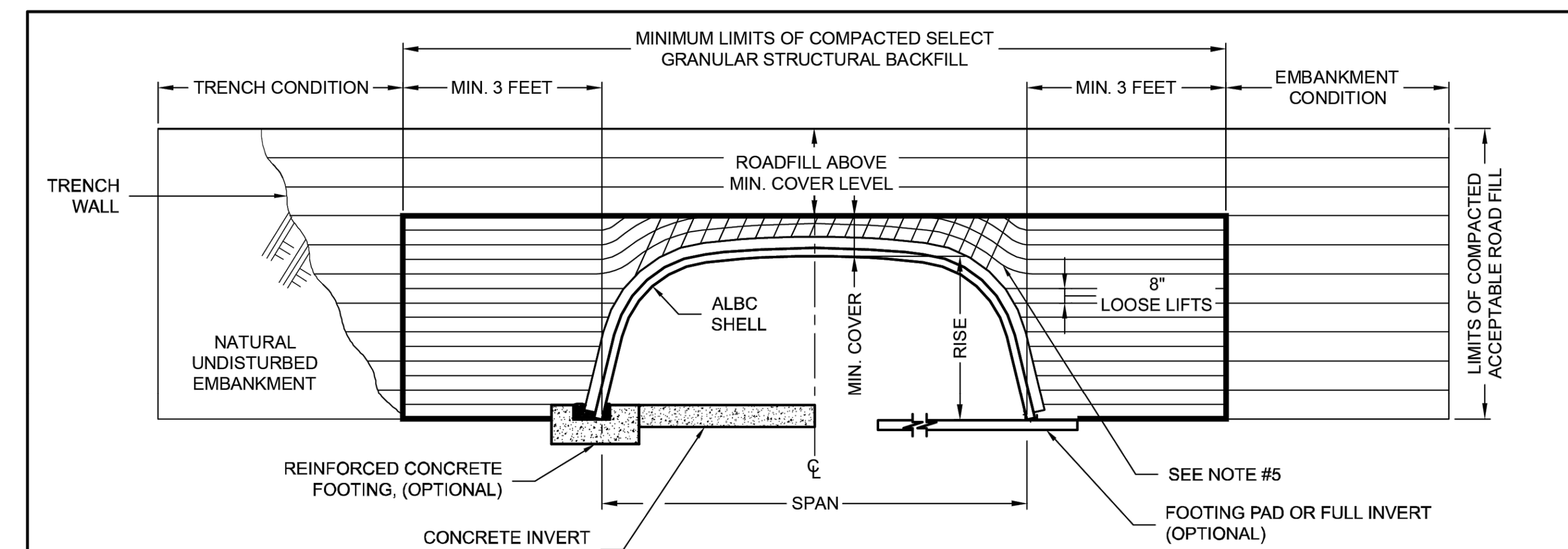
CONTECH STRUCTURAL PLATE
DYOB DRAWING

DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.: 43712	DYO No.: 61677	DATE: 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 - Construction/AASHTO 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 natural 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 foreign 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 striking 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 shell 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		

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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

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CITY OF DESTIN
BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA
BOX CULVERT DETAILS
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

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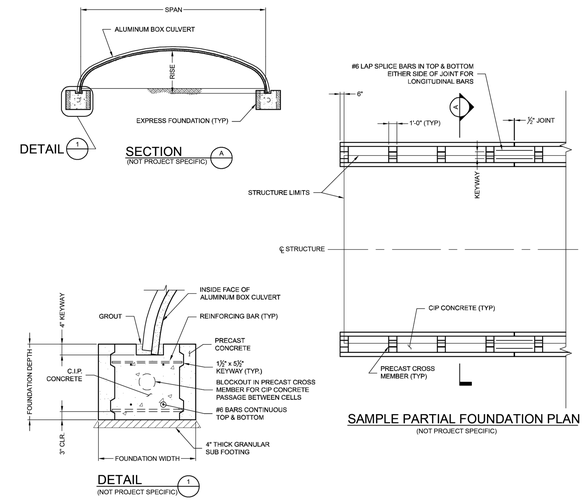
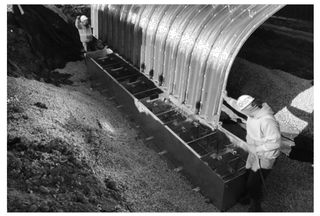


SAMPLE PARTIAL FOUNDATION PLAN
(NOT PROJECT SPECIFIC)

EXPRESS FOUNDATIONS





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EXPRESS FOUNDATION SAMPLES

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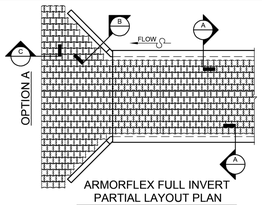
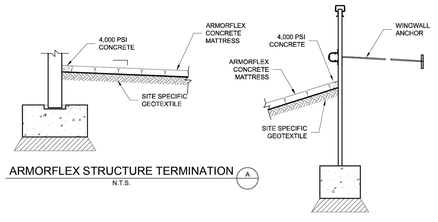
A-JACKS PARTIAL INVERT
N.T.S.

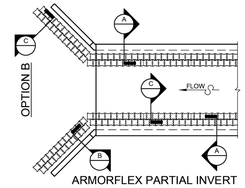


ARMORFLEX FULL INVERT PARTIAL LAYOUT PLAN
N.T.S.

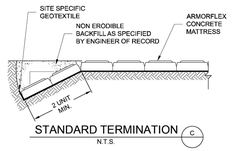


ARMORFLEX STRUCTURE TERMINATION A
N.T.S.

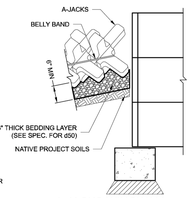
ARMORFLEX WINGWALL TERMINATION B
N.T.S.



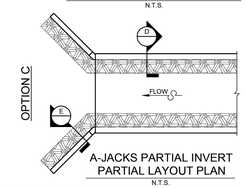
ARMORFLEX PARTIAL INVERT PARTIAL LAYOUT PLAN
N.T.S.



STANDARD TERMINATION C
N.T.S.



A-JACKS WINGWALL TERMINATION E
N.T.S.



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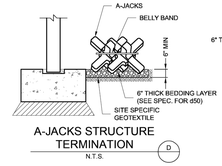

A-JACKS STRUCTURE TERMINATION D
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73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 24-25
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SHEET	TABLE OF CONTENTS
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2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance Above Ground Hazard
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.

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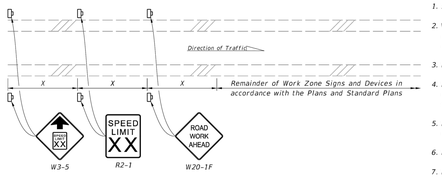
CLEAR ZONE WIDTHS FOR WORK ZONES:

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	

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.

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.

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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.

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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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JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.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

FDOT INDEX 102-600

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

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DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
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DRAWING NUMBER
11 OF 18

SHEET NUMBER
C11

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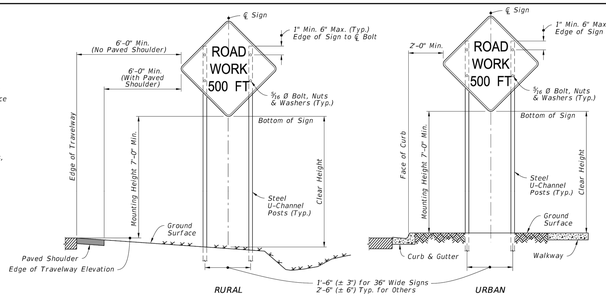
FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

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 in³ for 60 ksi steel, a minimum section modulus of 0.37 in³ for 70 ksi steel, or a minimum section modulus of 0.34 in³ for 80 ksi steel.
6. Provide 4 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.56 in³ for 60 ksi steel, or a minimum section modulus of 0.47 in³ 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.



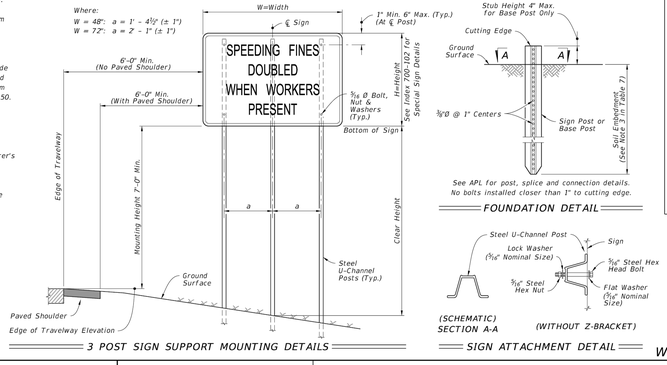
2 POST SIGN SUPPORT MOUNTING DETAILS
(SINGLE POST SIMILAR)

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 ft² 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

(SCHEMATIC) SECTION A-A

(WITHOUT Z-BRACKET)

SIGN ATTACHMENT DETAIL

WORK ZONE SIGN SUPPORTS

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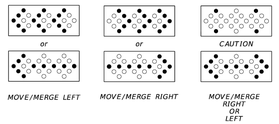


● Minimum Required Lamps
○ Additional Lamps Allowed

MODES

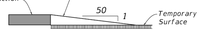
NOTES:
An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.

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

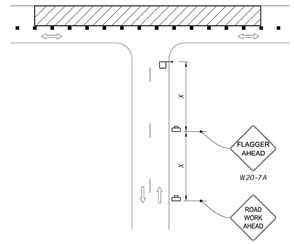


NOTES:
Manholes extending 1" or more above the travel lane and crosswalks having an uneven surface greater than ¼" shall have a temporary asphalt apron constructed as shown above.

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.

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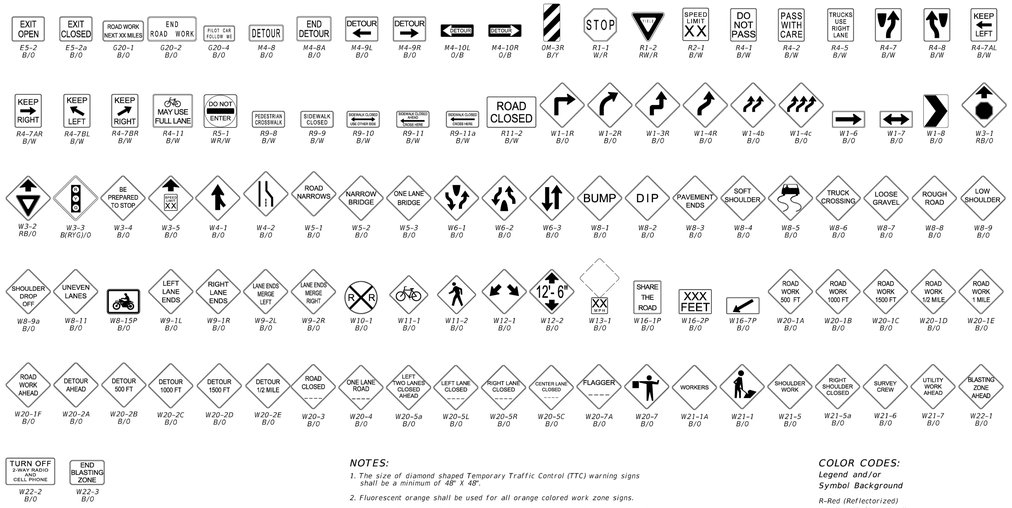

NOTES:
1. The size of diamond shaped Temporary Traffic Control (TTC) warning signs shall be a minimum of 48" X 48".
2. Fluorescent orange shall be used for all orange colored work zone signs.
3. The sign shields, symbols and messages contained on this sheet are provided for ready reference to those signs 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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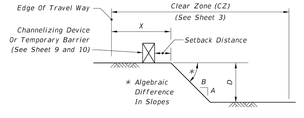
DROP-OFF CONDITION NOTES

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.



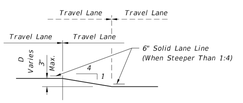
DROP-OFF CONDITION DETAIL

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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73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.COM

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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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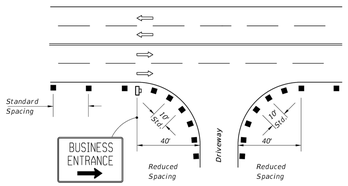
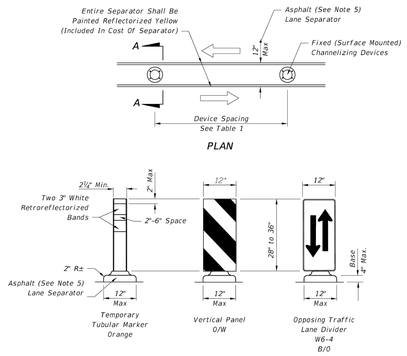


1. For single business entrances, place one 24" x 36" business sign for each driveway entrance affected. Signs shall show specific business names. Logos may be provided by business owners. Standard BUSINESS ENTRANCE sign in Index 700-102 may be used when approved by the Engineer.
2. When several businesses 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



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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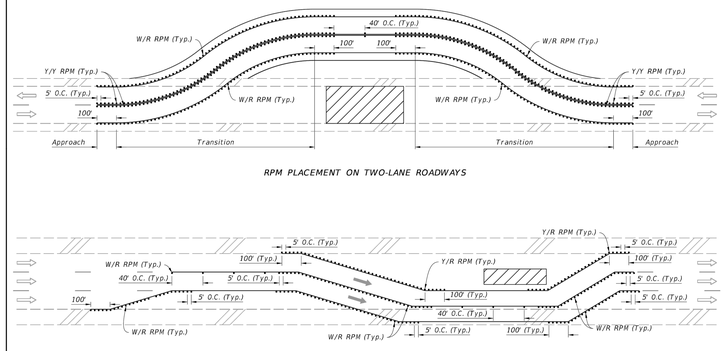
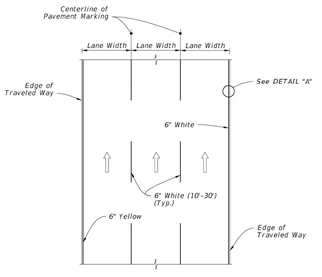


RPM PLACEMENT ON TWO-LANE ROADWAYS

RPM PLACEMENT ON MULTILANE ROADWAYS
(Lane Shift Shown, Other Multilane Typical Applications Similar)



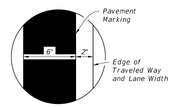
PLAN VIEW

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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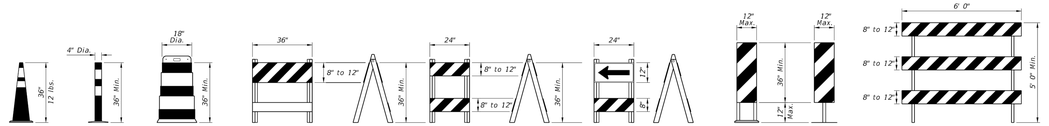
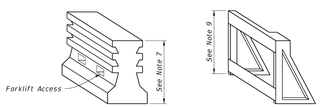


CONES — *TEMPORARY TUBULAR MARKER* — *PLASTIC DRUMS* — *TYPE I BARRICADE* — *TYPE II BARRICADE* — *DIRECTION INDICATOR BARRICADE* — *A-FRAME POST MOUNT VERTICAL PANEL* — *TYPE III BARRICADE*

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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FORT WALTON BEACH, FLORIDA 32548
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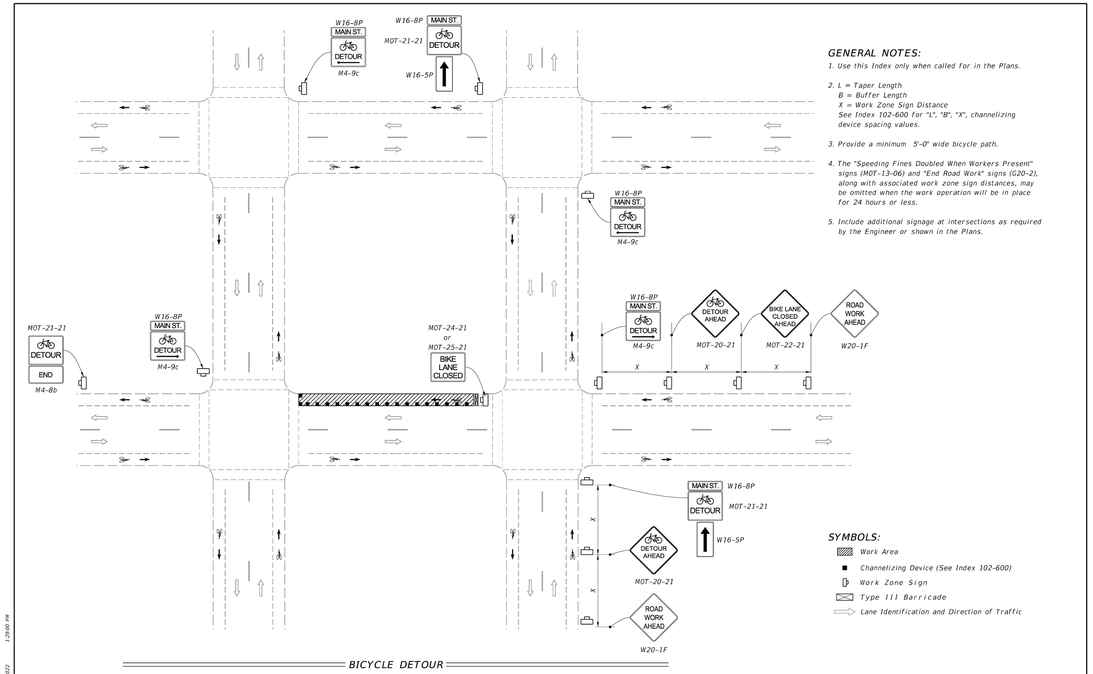
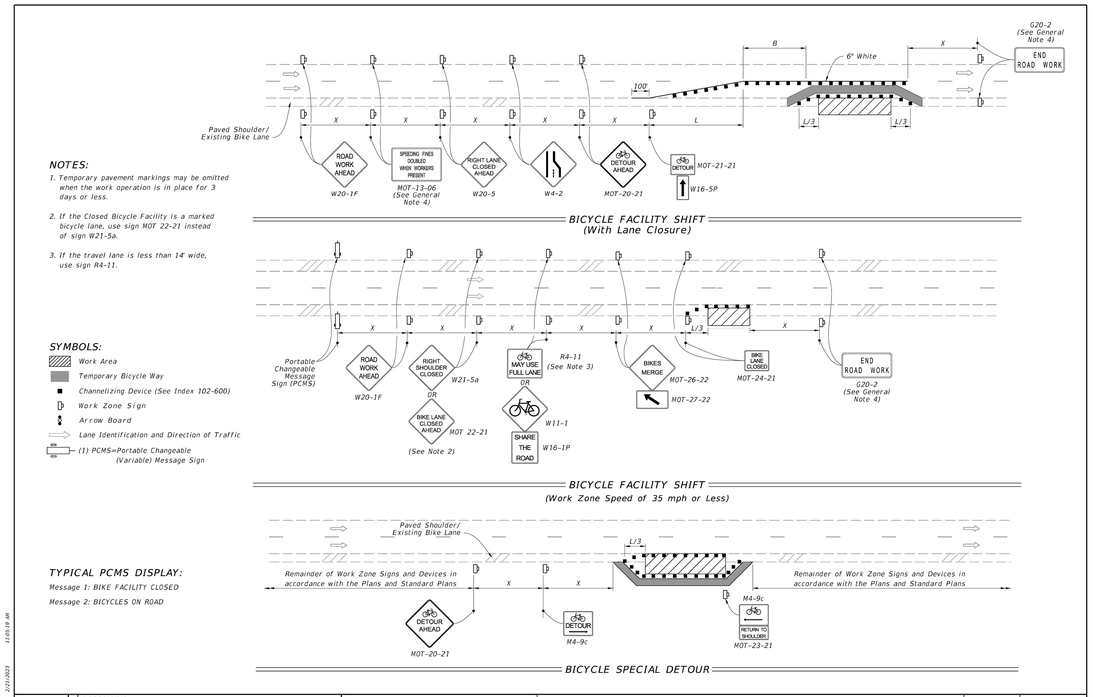


BICYCLE DETOUR

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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73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
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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 1⅝x2½x0.125	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.

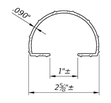
NOTES

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. ⅞" diameter single bolt option, Grade 36
       2. ⅝" 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

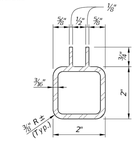


3" ROUND TOP CAP RAIL

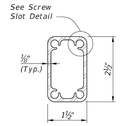


TOP CAP RAIL INNER SPLICE SLEEVE

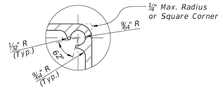
ALTERNATE TOP RAIL SECTION



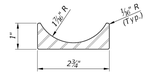
ALTERNATIVE BOTTOM & INTERMEDIATE RAIL SECTION FOR TYPE 3, 4 & 5 RAILINGS



POST TYPE "C" SCREW SLOT SECTION



SCREW SLOT DETAIL



OPTIONAL TOP PLATE EXTRUSION SECTION (POST TYPE "C")

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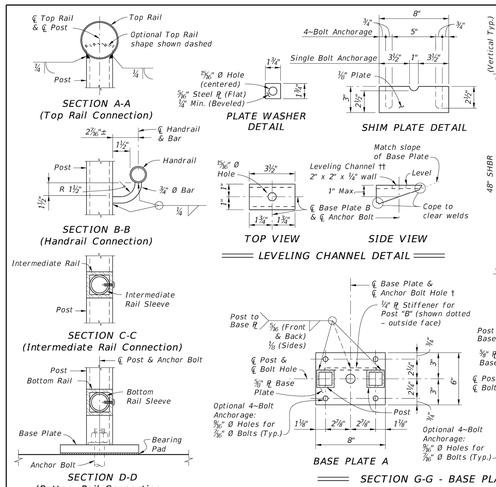

NOTES:
† *Base Plate A (Ramps – Bolts normal) use 1¼" Ø Holes for Single Anchor Bolts with Flat Washers for slopes ≤ 8.33%.*

†† *Base Plate B (Stairs – Bolts plumb) use 1¼" Ø Holes for Single Anchor Bolts with Beveled Plate and Washers for slopes > 8.33% to ≤ 15%; use ⁵⁄₈" x 1½" Slotted Holes with Leveling Channel for slopes > 15%.*

* *½" Ø x ⅞" Pan Head Aluminum or Stainless Steel Set Screws. Screws must be set flush against the outside face of rails & posts and underside of handrails. A single tack weld (½" max. length) at top of the sleeve for each post may be substituted for the Set Screws. Do not provide Set Screws for Rails at free end of Expansion Joints.*

** *Embedded length may be 4" for plug welded connection.*

CROSS REFERENCE:
For location of Details "B", See Sheet 2.

DETAIL "B" - EXPANSION JOINT (FIELD SPLICE SLIP JOINT SIMILAR)

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JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.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

FDOT INDEX 515-062

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
15 OF 18

SHEET NUMBER
C15

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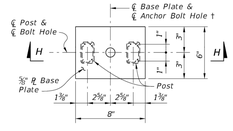
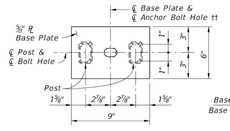
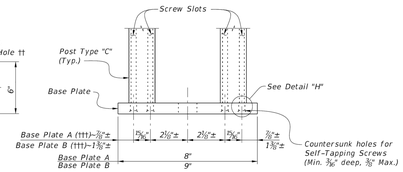


BASE PLATE A

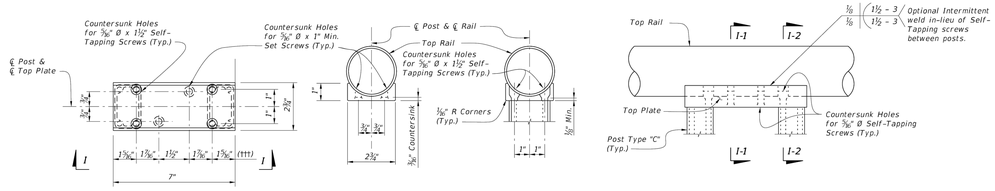


BASE PLATE B



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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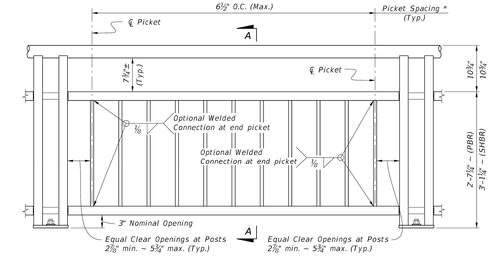
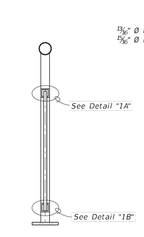
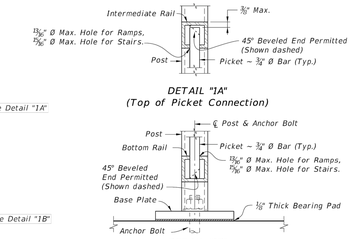


TYPE 1 - PICKET INFILL PANEL



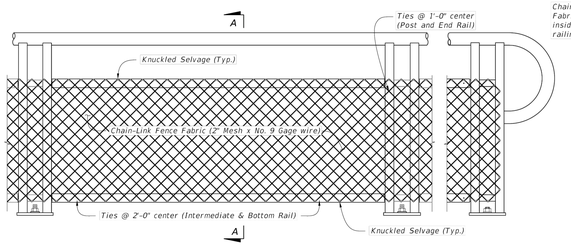
SECTION A-A



DETAIL "1A"
(Top of Picket Connection)

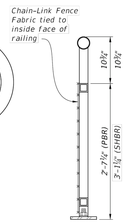
DETAIL "1B"
(Bottom of Picket Connection)

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 3/4" (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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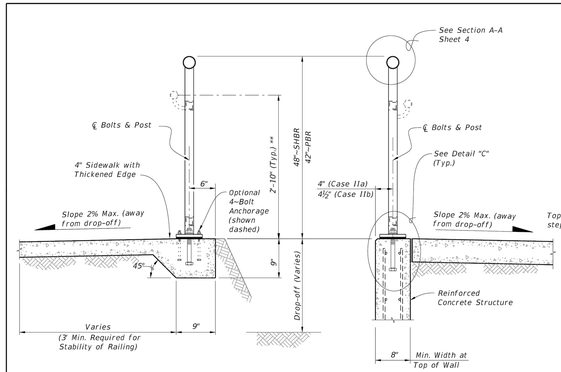
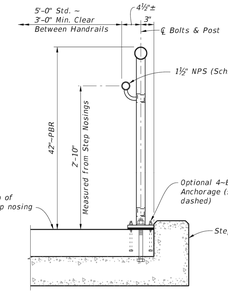
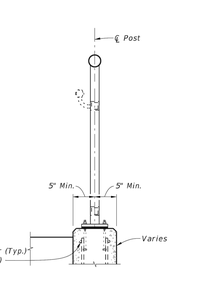


TYPICAL SECTION ON CONCRETE SIDEWALK
(Case I)

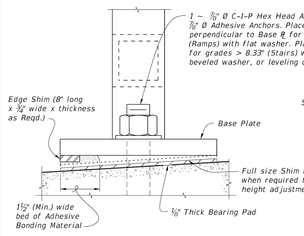
TYPICAL SECTION ON RETAINING WALL
(Case II)



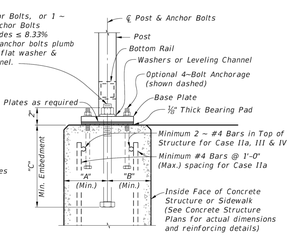
TYPICAL SECTION ON STEPS & STAIRS
(Case III)



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			ANCHOR LENGTH		ANCHOR SIZE
		"A" Edge Dist.	"B" Edge Dist.	"C" Embedment	C.I.P. Hex Head Bolt	Adhesive Anchor	
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"	7/8" Ø

** When required; measured from top of sidewalk (Typ.)

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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.
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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"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
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SHEET NUMBER
C16

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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.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.COM

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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

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

BAR IS ONE INCH ON ORIGINAL
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IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
17 OF 18

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 work "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\JE\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			☑

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:
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

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9. Addenda 1 Acknowledgement
10. Price Proposal Sheet
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12. Proof of Licensing and Certification

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

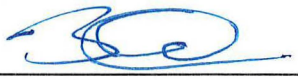
VICTORIA ROMSEY
Commission # HH 237974
Expires March 28, 2026

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)

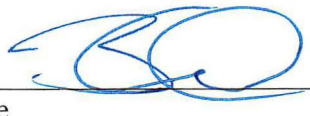
END OF ADDENDUM NO. 1

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
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03/11/2015 -- ANNUAL REPORT	View image in PDF format
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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

ΓA - 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

REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 3, 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 (6:24)
Councilmember Kevin Schmidt
Councilmember Sandy Trammell
Councilmember Jim Bagby
Councilmember Torey Geile
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
IT Director Andy Peters
Community Development Director David Prichard
Public Information Director Tamara Young
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
HR Director Jaime Haynes
Building Official Noell Bell
City Engineer Robert Tomasek
Parks & Recreation Director Lisa Firth
Principal Planner Daniel Butler

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Jim Bagby called the meeting to order at 6:00 PM. Pastor Kevin Wendt of Grace Lutheran Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Consent Agenda item 3D was pulled for further discussion.

Motion by Councilmember Schmidt, seconded by Councilmember Trammell, to approve the agenda, as amended, passed 5-0 (Councilmember Hebert was absent from the meeting. Councilmember Destin was not present during the voting.

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

2. PUBLIC COMMENTS

Mr. Dan Dulles expressed ongoing frustration with severe flooding at his home, an issue he says has persisted for nearly four years. He stated that the city attempted a fix, but it failed and caused additional damage, including ruined carpeting and rusting appliances. He noted he previously submitted his information for a promised grant but never heard back. He questioned why his street was excluded from earlier flood-mitigation projects, emphasized the health and safety

risks from mold and standing water, and stated that his rising flood-insurance costs are directly related to repeated flooding. He urged the city to prioritize fixing Snapper Drive.

Mr. Potter of 536 Juanita Avenue reported broken asphalt at the corner of Anderson and Juanita that poses a safety hazard, especially to children and pedestrians. Despite reporting the issue 40 days ago, no repairs have been made. He stated he is willing to repair it himself and send the city the bill if necessary. He also commented on the general decline in the city's appearance and infrastructure, noting that Destin has lost national recognition while nearby Panama City has improved. He urged the city to address cleanup, enforcement, and unchecked residential commercial activity.

Mr. Ricky Lynn Grant, Jr., 175 Main Street (Denegal Deliver), introduced himself as a real estate agent working toward becoming a broker. He regularly speaks at public meetings to stay engaged with local government. He discussed maintaining his license, his brokerage plans, and his interest in staying informed on real estate laws and regulations.

Mr. Michael Vaname of 3898 Gulf Mist Court spoke on behalf of a neighbor regarding an illegally installed basketball goal placed in the public right-of-way. Code enforcement had already determined the goal violated city rules and ordered its removal, but the property owner received a 30-day extension in hopes of seeking a council waiver. Due to a personal injunction between neighbors, the complainant could not attend the meeting. Mr. Vaname asked the council not to approve any waiver that would allow the goal to remain and sought clarification on how such an item would be placed on a council agenda.

3. CONSENT AGENDA

A. Flood Protection/Mitigation Report for 2025, CRS Requirement
B. David Kidd (Live Stream/Videographer) Contract
C. Approval of Microsoft Licensing Renewal for FY 2026
D. Destin Fishing Fleet 2nd Amendment to Riparian Lease
E. 722 Harbor Blvd, Residential Marine Construction, HWB-001666-2025
F. 510 Norriego Rd, Residential Marine Construction, HWB-001671-2025
G. 602 Lagoon Dr, Residential Marine Construction, HWB-001682-2025
H. Approval of minutes of October 20, 2025, Regular City Council Meeting

Consent Agenda item 3D was pulled for further discussion.

Motion by Councilmember Trammell, seconded by Councilmember Braden, to approve Consent Agenda items 3A thru 3C, and 3E thru 3H, passed 5-0.

Motion by Councilmember Braden, seconded by Councilmember Trammell, to approve Consent Agenda item 3D, passed 5-0.

4. CITY MANAGER REPORTS

A. Crosstown Connector Construction Phase 2 RFB 25-17-CM

The City Manager provided an update on the Cross Town Connector Phase 2 bid request, noting it is ready for release pending approval. Two amendments will be made: adjusting construction times in the procurement documents to comply with code, and adding language to ensure the underground drainage components are protected during construction. Once approved, the bid will be released.

Councilmember Braden moved to approve RFB 25-17-CM, seconded by Councilmember Bagby. Motion passed 6-0.

B. LDC Rewrite Timeline

The City Manager provided an informational update on LDC rewrite timeline, noting that after discussions with staff, a proposed schedule was considered attainable, with a target completion date around June. He emphasized that while delays could occur, staff would keep the council informed throughout the process.

C. Community Rating System (CRS) Update: Draft Repetitive Loss Area Analysis

The City Manager discussed the CRS update, specifically the Repetitive Loss Analysis. He explained that progress had been delayed due to the federal government shutdown, which postponed the required Community Assistance Visit originally scheduled for October 22. Once the federal government reopens, the city will reschedule the visit and continue identifying repetitive loss areas, flood causes, and potential mitigation actions.

D. New State Park Working Group Discussion

The City Manager began the discussion by explaining that the county had initially proposed creating a joint working group with the city to address issues related to the new state park property. However, after differing opinions emerged between city and county staff regarding whether the meetings should fall under the Sunshine Law, a county staff member withdrew the request for the city to participate. He emphasized that this withdrawal came from staff, not from the County Commission itself. Council members asked for clarification regarding whether meetings would be public or private, and the City Attorney confirmed that public meetings must be recorded, while private meetings may only be recorded with the permission of the other party. She also reiterated that the city's position was that any such working group should operate as a public, Sunshine-covered meeting. When asked by council whether the state could override the city concerning the use of the parcel, the City Attorney responded that it could not.

Council members expressed concerns about transparency and recent interactions with county staff, noting that the process had seemed unusual or unclear. While the council affirmed its intention to work cooperatively with the County Commission, members reiterated the importance of transparency and emphasized that all future discussions should occur publicly.

Councilmember Bagby moved to appoint Mayor Pro Tem Dewey Destin as the city's representative to the Norriego Point State Park Working Group should such a committee be formed. Motion was seconded by Councilmember Trammell and passed unanimously, 6-0.

Councilmember Bagby moved to direct the City Manager to schedule a public workshop the week of January 12, 2026 to gather public input on the use of the state park parcel; and to invite the Okaloosa County Commissioners and staff to attend; but to proceed with the workshop with or without the county's participation. Motion was seconded by Councilmember Geile and passed 6-0.

Councilmember Schmidt moved to direct the City Manager to contact the FDEP and Senator Trumbull's office to clarify the state's intentions for the property and to ensure the city

is kept informed about the associated timelines. The motion was seconded by Councilmember Geile and passed unanimously, 6–0.

E. East Pass Bridge Committee - Resolution 25-23

The City Manager discussed the East Pass Bridge Committee, noting that the Florida Department of Transportation refers to the structure as the East Pass Bridge. He reported that the Harbor & Waterways Board, Harbor CRA Advisory Committee, and Public Works/Public Safety Committee had recently held a productive joint meeting to discuss potential aesthetic features of the new bridge. Based on the input from that meeting and on guidance from consultant Mr. Touchstone, the City Manager recommended formalizing a six-member steering committee composed of two members from each of the three advisory committees. The committee would function as a citizen advisory group that would generate recommendations for the city council and could participate in public meetings with the Department of Transportation. Mr. Touchstone would serve as a non-voting advisory member. A resolution establishing this committee was presented to the council for approval.

Motion by Councilmember Trammell, seconded by Councilmember Bagby, to approve Resolution 25-23, as presented, passed 6-0.

F. Lee Property (Parcel ID: 00-2S-22-0000-0001-A54B) Update

The City Manager provided an update regarding the Lee property, noting that he had contacted the owner to inquire about a potential purchase price. Mr. Lee indicated that the current asking price for the property is $225,000.

Councilmember Schmidt noted that he had originally requested the information to gain a better understanding of the property's value and potential use. He shared that he had spoken with several residents in the Indian Trail area to gauge community interest in the City pursuing the property. The only concern expressed by residents was opposition to any potential road connection from Indian Trail through the property. He stated that some residents were supportive of a walking path or loop connection. He suggested that the city explore whether grants might be available for clearing the land and developing it into a usable outdoor space, such as a small gym area or walking trail like what exists in FWB. He requested a staff report on the property's usability and functionality to determine whether it would be feasible or worthwhile to acquire it for recreational or green space purposes.

Councilmember Braden commented that before the city considers purchasing the Lee property, attention should be given to existing city-owned land, particularly a large parcel on Joe's Bayou located near where Fourth Street meets Benning Drive. He suggested that this waterfront property could be cleared and developed into a usable public space with amenities such as a dock. He emphasized that developing property already owned by the city would be preferable to purchasing new land.

Other council members agreed with Councilmember Braden's suggestion. Councilmember Schmidt stated that he was not aware of the Joe's Bayou property but supported the idea of improving it, noting that it would be valuable to pursue development of that site. Discussion followed confirming that the Joe's Bayou parcel had previously been reviewed as part of an investigation into city-owned rights-of-way leading to the harbor – of which there are eight. The council agreed that it would be beneficial to take action to develop that area in the future.

No motions were made regarding this subject.

G. Visioning Session: Date Selection

Councilmember Schmidt moved to schedule the council's Strategic Visioning Session on Friday, January 23, 2026, seconded by Councilmember Bagby. Motion passed 6-0.

H. Quarterly Investment Report - Informational Only
I. Minutes of City Board & Committees – Informational Only

J. Announcements

1) There had been progress in the City's partnership with the Department of Revenue's RISE (Registration Information Sharing Exchange) program. The city has been participating in the program for several months to enhance short-term rental registration compliance, particularly for condominium properties. Through data comparison with the Department of Revenue's database, the city identified 387 additional rental units that had not been previously captured in its registration system. Based on the $500 registration fee, this discovery could result in approximately $1.9 million in additional revenue for the city.

2) The city has already reached out to all previously identified property owners, with 188 applications received and several hundred registrations either issued or in process. The city has replicated the QR code registration cards used by the county, which will soon be distributed to registered short-term rental owners as part of the compliance and identification process. The RISE partnership also allows reciprocal data sharing, enabling both the city and the Department of Revenue to compare and update their respective databases to improve accuracy and compliance.

3) In response to a council request, staff had solicited public input on establishing a No-Wake Zone in Joe's Bayou: 17 responses had been received, with 15 respondents in favor of creating an ordinance for such a zone. Public outreach continues through radio, blogs, newspapers, and other communication channels, and responses are being shared with the City Manager and City Attorney.

4) City offices will be closed on Tuesday, November 11, in observance of Veterans Day.

5) The Holiday Craft Show at the Destin Community Center is scheduled for November 14-15, with details available on the city's official Facebook page and website.

6) The Public Works Department will begin tree trimming operations during the week, maintaining required clearances of 15 feet over roadways and 10 feet over sidewalks as part of the City's ongoing safety and beautification efforts.

5. PUBLIC HEARINGS

A) First reading of 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 the FRS for the benefit of city employees.

The City Attorney read Ordinance 25-19-CC by title, and presented it to the city council on first reading.

The Mayor Pro Tem opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor Pro Tem closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Trammell moved to approve proposed Ordinance 25-19-CC on first reading, seconded by Councilmember Bagby.

Councilmember Schmidt stated that he could not support the motion, citing concerns about spending approximately $710,000 annually of public funds on the Florida Retirement System (FRS) He questioned the necessity of the change and emphasized fiscal responsibility to the residents of Destin, also clarifying that new hires would not have a choice in the retirement system.

Councilmember Braden expressed support for FRS, referencing a previous pay study that had significantly increased employee salaries with no pushback from the council, framing FRS as a way to retain staff in a competitive market.

Councilmember Schmidt suggested that, instead of funding FRS, the city could provide direct bonuses or pay raises, which might be more beneficial to employees.

Councilmember Trammel noted that staff had specifically requested participation in FRS, citing positive feedback from employees and their families.

Councilmember Bagby clarified that the motion does not increase costs or force current staff into FRS, but participating staff would contribute more to Social Security, slightly reducing their paychecks.

Councilmember Destin highlighted a retention issue, noting that trained staff often leave for higher-paying positions without FRS benefits, and emphasized that FRS is a small investment to retain trained employees.

Motion passed 5-1, with Councilmember Schmidt dissenting, and Councilmember Hebert absent from the meeting.

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

A. Councilmember Braden

Councilmember Braden suggested finding work for former City Manager Louis Zunguze, such as assisting with the LDC rewrite and other tasks, noting that he could contribute from home

Councilmember Braden was provided a brief overview of the Snapper Drive flooding issue. It was noted that the affected property is at the lowest point in the area, and while some improvements had been made, the flooding issue largely stems from the house's location. Councilmember Braden questioned whether a larger neighborhood solution or grant funding could address it.

Councilmember Braden received an update from staff on the Najarian property across from Clement Taylor Park. It was reported that two parcels were appraised around $600,000 each.

B. Councilmember Trammell

Councilmember Trammell raised concerns about the 30-mph speed limit on Kelly Street near the Destin Elementary School and suggested reducing it to at least 25 mph. She also recommended that staff conduct a speed study.

Councilmember Trammell made a motion to formally send the matter to the Public Works/Safety Committee for their recommendation, seconded by Councilmember Bagby. Motion passed 6-0.

D. Councilmember Bagby

Councilmember Bagby thanked city staff, particularly the City Manager, Sheri Bethea, David Prichard, and Andy Peters, for their work on the RISE issue, which resulted in $1.9 million coming to the city.

E. Councilmember Hebert

F. Councilmember Geile
   1) Projects Status/Updates
   2) Re-appointment of Mr. Casey Jones to the Harbor CRA Advisory Committee

Councilmember Geile moved to reappoint Mr. Casey Jones to the Harbor CRA Advisory Committee, seconded by Councilmember Schmidt. Motion passed 6-0.

G. Councilmember Schmidt

Councilmember Schmidt emphasized the need to hire a full-time code officer at the harbor.

H. Councilmember Destin

Councilmember Destin reiterated the request for the City Manager to investigate whether there are any projects or potential opportunities in which former City Manager Louis Zunguze could assist the city.

I. Mayor Wagner
J. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:20 PM.

_____

Dewey Destin, Mayor Pro Tem

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-1370

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Krystal Strickland, Finance Director
Larry Jones , City Manager

FROM: Andy Peters, Director of Information Technology

DATE: December 1, 2025

SUBJECT: Six-Month Extension of Tyler Technologies SaaS Contract (January 1 – June 30, 2026)

I. BACKGROUND:

In 2024, the City issued formal notice of its intent not to renew its Tyler Technologies (Munis and Energov) agreement, and in 2025 began transitioning permitting, licensing, development, and code functions to MyGovernmentOnline (MGO), financial functions to Aclarian, and HR/payroll functions to UKG. Council approved a six-month overlap through December 2025 to support case closure and data migration across these systems.

While substantial progress has been made with all three transitions, several new, material requirements emerged in late 2025 that were not known when the original transition plan or overlap period was established. These requirements directly affect federal audit obligations, public-records compliance, and the completion of active development cases.

II. DISCUSSION:

A. Legal and Operational Obligations Requiring Continued Access

Active IRS Audit – Live Munis Access Required
Human Resources is currently responding to an IRS audit involving multiple years of payroll and financial data. The IRS requires iterative, relational queries that cannot be satisfied by static exports or archived reports. Without active Munis access, the City cannot ensure complete compliance with federal information requests, creating potential exposure to penalties or adverse findings. This audit began after the initial Tyler-to-UKG transition plan was finalized, and certain historical payroll records remain accessible only in Munis.

Open EnerGov Cases Not Migratable Mid-Workflow
A number of development and code cases remain active in EnerGov. These records cannot be transferred mid-process to MGO due to user-mapping discrepancies, timestamp dependencies, and workflow integrity rules. To protect the accuracy of official development records, these cases must be completed in EnerGov before final shutdown.

Public Records Act Compliance
Until all historical development and code compliance records are fully migrated and validated in MGO, staff must retain the ability to retrieve public records directly from Tyler Energov to meet statutory obligations under Florida law. Early shutdown would jeopardize the City's ability to produce complete and legally compliant records.

B. System Complexity and Migration Constraints

Tyler's Munis and EnerGov systems contain more than a decade of interconnected financial, payroll, permitting, inspection, code compliance, and workflow data. The systems use proprietary data structures, internal cross-references, and time-sensitive relationships that cannot be flattened into simple exports without losing legal and operational context.

MGO has demonstrated the technical ability to convert this data correctly; however, because of the architectural differences between platforms, the migration must occur in sequenced, verified stages. Rushing this process risks corrupting official records or creating gaps in statutory retention. This pace is consistent with transitions undertaken by other municipalities, including the City of Fort Walton Beach. These constraints reflect the inherent complexity of legacy municipal systems rather than vendor or staff performance issues.

As a result, certain validated records remain accessible only through Tyler at this time.

C. Fiscal Controls and Module Reduction

To reduce expense while meeting legal and operational needs, staff worked with Tyler to remove all nonessential modules effective January 1, 2026 as outlined in the proposed extension agreement attached. Only the limited components required for IRS audit compliance, open case completion, and public-records retrieval remain. User access is similarly restricted to the minimum necessary.

The resulting six-month extension cost is $46,804.54, significantly lower than a full renewal.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): We will split the cost 75% to the Permitting & Technology Fund and 25% to the General Fund/IT Revolving fund as follows:

Budget Impact	105.5243.552005 Permitting Technology	803.5190.552005 IT Software	Total
FY 26 Adopted Budget	77,500.00	430,900.00	508,400.00
Previous Expenses/Encumbrances	(8,910.18)	(96,267.88)	(105,178.06)
Available Program Budget	68,589.82	334,632.12	403,221.94
This Agreement +(-)	(35,103.40)	(11,701.14)	(46,804.54)
FY 26 Remaining Program Budget	33,486.42	322,930.98	356,417.40

C. Level of Service (LOS): I. Financially Sound City Providing Service Excellence — Ensures federal audit compliance and protects the City from penalties.
II. Enhanced Quality of Life and Safety for Families — Supports uninterrupted permitting and code-enforcement operations.
III. Economic Development and Revitalization — Preserves continuity for active development projects.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Because of obligations that emerged after the initial transition plan—including an active IRS audit, uncompleted EnerGov workflows, and statutory public-records requirements—the City cannot discontinue Tyler access at this time without significant legal and operational risk. The proposed limited, reduced-cost extension provides the minimum access needed to complete the transition responsibly while maintaining compliance.

IV. RECOMMENDED MOTION: I move to approve a six-month extension of the Tyler Technologies Software as a Service contract, in the amount of $46,804.54, as outlined in the attached amendment.

Attachments:

1. Tyler Destin FL Amend 111725

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Destin, Florida, with offices at 4200 Indian Bayou Trail, Destin, Florida 32541-4305 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 17, 2022 ("Agreement"); and

WHEREAS, the Term of the Agreement expires December 31, 2025 ("Expiration Date");

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. SaaS Term. The term of the Agreement is hereby renewed for a six (6) month period commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will expire, unless otherwise mutually agreed by the parties in writing.

2. SaaS Fees. SaaS fees for the Renewal Term, as set forth in the Investment Summary attached hereto as Exhibit 1, are due on the commencement date of the Renewal Term.

3. Users Limits. The SaaS fees may be based on user limits indicated in the Agreement. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

4. SaaS Removals. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of January 1, 2026:
    a. Business Licenses
    b. Capital Assets
    c. Cash Management
    d. General Billing
    e. Inventory
    f. Purchase Orders
    g. Requisitions
    h. Project and Grant Accounting

5. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

6. Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.

7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

8. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Destin, Florida
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in the Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

	6 Months Term 1.1.26 - 6.30.26
Accounting GL/BG/AP	$4,015.46
Accounts Receivable	$1,098.50
Business Management Suite	$1,545.00
Civic Access - Business Management	$1,547.06
Civic Access - Community Development	$1,547.06
Community Development Suite	$5,675.30
Concurrent Users	$10,300.00
Content Manager Core	$2,575.00
e-Reviews	$3,093.61
Enterprise ERP Office	$784.86
Enterprise Permitting & Licensing Core Foundation Bundle - Subscription	$1,547.06
Tyler Forms Processing Doc Origin Software	$1,030.00
GIS	$2,060.00
HR Management	$2,716.11
Payroll	$3,643.63
Report Toolkit	$412.52
Workforce Mobile	$620.06
Workforce Mobile	$597.33
Community Development Suite	$579.97
GIS	$231.53
Enterprise Permitting & Licensing View Only License - Subscription	$1,184.50
	$46,804.54

ITEM # 2025-1378

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Larry Jones , City Manager
David Prichard, Community Development Director

FROM: Steve O'Connor, Deputy Community Development Director

DATE: November 20, 2025

SUBJECT: CRA Advisory Committee CY2025 Motions

I. BACKGROUND: The CRA Advisory Committees (CRA-AC) have made several motions over the past year that have not been advanced. The city manager requested staff to bring to the city council a list of pending requested actions from the Harbor and Town Center CRA-ACs, from CY 2025, to give the council an idea of the scope of the requests prior to those requests being placed on the CRA Board's agenda(s).

II. DISCUSSION: Below is the list of requests from the CRA-ACs in CY 2025, except for December 2025.

- **Harbor CRA**
  - Request the installation of a breakwater at Clement Taylor Park.
  - Request for City Council to explore funding options with the Tourism Development Council, to fix and improve the seawall at the 1 Harbor property.
  - Request City Council to develop a partnership with businesses that accept used oil for the purpose of creating a program for the collection of used oil at a facility in Destin.
  - Request the appointment of John Stephens and Guy Tadlock to the Destin Bridge Committee.
- **Town Center CRA**
  - **No requests**

A. Link to Strategic Goals / Objectives: N/A

B. Effect on Budget (EOB): Depending on the action taken by either the City Council or CRA Board, certain projects or requests may require funding.

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

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: There are two reasons for tonight's discussion on the CRA-AC's backlog of requested actions. First, is to determine the council's thoughts on how the CRA Board should address the backlog of requested actions made by the CRA-ACs in CY 2025. And second, is to notify the city council of staff's intention to request the CRA Board consider quarterly updates from the advisory committees to ensure the efficient advancement of advisory committee requests and updates.

IV. RECOMMENDED MOTION: N/A

Attachments:

1. CRA-AC Motions

CY 2025 CRA-AC's Motions

HCRA-AC Motions

- **January 8, 2025 - No meeting**
- **February 12, 2025 - No motions**
- **March 12, 2025 - No motions**
- **April 9, 2025**
    - 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. Passed 4-0
    - 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. Passed 4-0
- **May 14, 2025**
    - Motion to have member Stephens act as the committee liaison from the Harbor CRA-AC to the Parks & Recreation Committee to discuss Christmas decoration in the Harbor District. Passed 5-0
    - Motion to accept the work plan for camera systems in the Destin Harbor CRA District with modification to signage. Passed 5-0
    - Motion to recommend the City Council accept the work plan with the addition of the breakwater at Clement Taylor Park. Passed 5-0
    - Motion for City Council to direct staff to look into uses for the One Calhoun property, to include temporary parking as one of the options. Passed 5-0 (Council considered this on August 18 and denied the request.)
- **June 11, 2025**
    - Recommend City Council to direct staff to explore TDC (Tourist Development Council) funding options to repair of the seawall at 1 Harbor Blvd. property. Passed 4-0
- **July 9, 2025**
    - Motion for Harbor CRA to recommend the CRA Board to pursue the construction of a temporary paid parking lot at 1 Harbor Blvd. property, to generate funds for the Harbor CRA fund, encompassed by any applicable agreements. Committee member Johnson suggested amending the motion to include the parking for residents of Destin would be free under their parking pass. Both Committee members Green and Jones were not in agreement with the amendment. Passed 5-1 (Member Stephens dissented)
    - Motion to recommend the CRA Board approve the Mooring Field work plan item as presented and to pursue this plan in coordination with the Harbor and Waterways Board due to jurisdictional limitations of the Harbor District. Passed 6-0
    - Motion for the CRA board to direct staff to identify all nonpaid city parking spaces within the Harbor CRA District and move them to paid parking allowing

the local pass to be utilized. Passed 6-0 (Council considered this and approved this on August 18, 2025)
    - Motion for the CRA board to direct staff to identify all non-paid city parking spaces within the Harbor CRA District and move them to paid parking allowing the local pass to be utilized. Passed 6-0 (Council considered this on August 18, and denied the request but agreed to see how they can give the HCRA some funds.)
- **August 13, 2025**
    - Motion to approve the 2024 Harbor CRA Advisory Committee Annual Report. Passed 5-0
    - Motion to recommend the City Council consider approaching business owners that already handle used motor oil for a partnership to provide businesses and residents with a facility for the proper disposal of their used motor oil. Passed 5-0
- **September 10, 2025**
    - Motion to recommend City Council request for the Sheriff's Department Community Resources Officer to patrol the boardwalk near the end of each shift in the offseason to ensure the safety of the boardwalk and review that it is well lit. Passed 4-0 (Council considered this item on October 7, 2025 and Capt Fulghum made a presentation on November 17, 2025 to City Council.)
    - Motion to update the work plan for the camera systems in the Destin Harbor CRA, adding that if the city uses the LAZ parking company's payment system or QR code payment system, that works that we try to use the Turing System for the license plate reader. Passed 4-0
- **October 8, 2025 - No motions**
- **November 12, 2025**
    - Motion to appoint Guy Tadlock and John Stephens the FDOT Bridge committee. Passed 4-0

<u>TCCRA-AC Motions</u>

- **January 15, 2025 - No meeting**
- **February 19, 2025**
    - Motions to appoint the Chair (Lockwood Wernet) and Vice Chair (Margie Avery)
- **March 19, 2025 - No motions**
- **April 16, 2025 - No motions**
- **May 21, 2025**
    - Motion to approve the work plan to connect the roadway of N. Mattie Kelly Blvd. to S. Mattie Kelly Blvd., as presented by Committee member Davis and outlined in the Town Center CRA Master Plan and forward it to the CRA for their consideration. In discussion, a question was posed if the power company would

allow the easement to be paved for the connection. Chairman Wernet stated it was understood that they would, as long as there was no disruption in the power distribution. Passed of 6-0

  - Motion for Committee member Green to further pursue developing the Jewel Melvin Park Improvements work plan, and encouraged him to work with the Planning department on the Linear Pathway plans and study how they would fit in with this work plan. Passed 6-0

- **June 18, 2025 - No motions**
- **July 16, 2025 - No motions**
- **August 20, 2025 - No motions**
- **September 17, 2025 - No meeting**
- **October 15, 2025 - No meeting**
- **November 19, 2025**
  - Motion to reapprove the Mattie M. Kelly Connector project (NC-5) work plan with the changes to the FY years as presented by Kyle Davis. Passed 5-0
  - Motion to approve the Main Street corridor (Harbor Blvd to Airport Rd.) Holiday Lighting Improvement work plan by Kyle Davis. Passed 5-0

ITEM # 2025-1383

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Larry Jones , City Manager
Jamie Haynes

FROM: Krystal Strickland, Finance Director

DATE: November 21, 2025

SUBJECT: FY 2026 Budget Amendment - FRS

I. BACKGROUND: At the regular council meeting on November 17, 2025, Council passed Ordinance 25-19-CC on second reading. In addition, council passed a motion to bring back a budget amendment in an amount not to exceed $532,570 to fund the FRS initiative from the fund balance.

II. DISCUSSION: At the November 17, 2025 council meeting, a motion was made to increase the FY 2026 budget by $532,570 (9/12 months x $710,073) to fund participation in FRS effective January 1, 2026.

The attached budget amendment increases:
$336,160 FICA Taxes (original FRS estimate above Thrift Plan $448,214 x 9 of 12 months)
196,410 Retirement Contributions (original FRS estimate above Thrift Plan $261,880 x 9 of 12 months)
========
$532,570

The Destin City Charter states that council may amend the adopted budget during the fiscal year by motion.

A. Link to Strategic Goals / Objectives: City core value: Offer livable wages & benefits to attract and maintain a high caliber, qualified staff.

B. Effect on Budget (EOB): Increase of $532,570 to personnel accounts for FICA and Retirement contributions. Details by account are attached.

C. Level of Service (LOS): Increased level of service to employees

D. Legislative Sponsor: Jim Bagby

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to admend the FY 2026 Budget to increase personnel taxes and benefits by $532,570.

Attachments:

1. FY2026 FRS Budget Amendment

Aclarian/Budget Vs Actuals
downloaded: 11/23/2025 10:33 AM

Fund	Account Character Name	Department Name	Account	Account Description	FY 2026 Adopted Budget	Proposed Amendment	FY 2026 Amended Budget
General Fund	21 Personnel Taxes & Benefits	City Manager Expenditures	001.5120.521000	Fica Taxes	12,999.02	13,230.84	26,229.86
General Fund	21 Personnel Taxes & Benefits	City Clerk Expenditures	001.5121.521000	Fica Taxes	3,908.02	12,532.61	16,440.63
General Fund	21 Personnel Taxes & Benefits	Finance Expenditures	001.5130.521000	Fica Taxes	5,450.46	14,720.49	20,170.95
General Fund	21 Personnel Taxes & Benefits	Human Resources Expend	001.5131.521000	Fica Taxes	2,527.85	8,106.54	10,634.39
General Fund	21 Personnel Taxes & Benefits	Facility Maintenance Expe	001.5132.521000	Fica Taxes	2,350.97	7,539.36	9,890.33
General Fund	21 Personnel Taxes & Benefits	Community Development	001.5150.521000	Fica Taxes	10,323.03	33,104.90	43,427.93
General Fund	21 Personnel Taxes & Benefits	It Expenditures	001.5190.521000	Fica Taxes	4,936.74	15,831.61	20,768.35
General Fund	21 Personnel Taxes & Benefits	Code Enforcement Expenc	001.5241.521000	Fica Taxes	9,208.21	29,529.83	38,738.04
General Fund	21 Personnel Taxes & Benefits	Emergency Management E	001.5250.521000	Fica Taxes	455.13	1,459.57	1,914.70
General Fund	21 Personnel Taxes & Benefits	Stormwater Management E	001.5380.521000	Fica Taxes	2,157.80	6,919.88	9,077.68
General Fund	21 Personnel Taxes & Benefits	Public Works Expenditures	001.5410.521000	Fica Taxes	8,617.05	30,702.60	39,319.65
General Fund	21 Personnel Taxes & Benefits	Engineering Expenditures	001.5412.521000	Fica Taxes	6,297.50	17,126.77	23,424.27
General Fund	21 Personnel Taxes & Benefits	Library Expenditures	001.5710.521000	Fica Taxes	13,488.32	23,309.00	36,797.32
General Fund	21 Personnel Taxes & Benefits	Community Center Expenc	001.5721.521000	Fica Taxes	22,089.11	22,290.96	44,380.07
General Fund	21 Personnel Taxes & Benefits	Morgan Sports Complex E>	001.5722.521000	Fica Taxes	8,745.41	20,210.96	28,956.37
General Fund	21 Personnel Taxes & Benefits	Park Expenditures	001.5726.521000	Fica Taxes	12,523.70	31,588.29	44,111.99
General Fund	21 Personnel Taxes & Benefits	Beachfront Park Expenditu	001.5727.521000	Fica Taxes	7,040.44	13,584.48	20,624.92
General Fund	21 Personnel Taxes & Benefits	Leonard Destin Park Exper	001.5728.521000	Fica Taxes	2,769.49	1,877.64	4,647.13
Florida Building Code	21 Personnel Taxes & Benefits	Building Dept Expenditures	101.5240.521000	Fica Taxes	9,479.77	30,400.67	39,880.44
Cra Town Center Fun	21 Personnel Taxes & Benefits	Economic Development E>	106.5520.521000	Fica Taxes	326.32	1,046.50	1,372.82
Cra Harbor District Fu	21 Personnel Taxes & Benefits	Economic Development E>	107.5520.521000	Fica Taxes	326.32	1,046.50	1,372.82
					146,020.66	**336,160.00**	**482,180.66**
						=$448,214*9/12	
General Fund	21 Personnel Taxes & Benefits	City Manager Expenditures	001.5120.522000	Retirement Contribut	35,282.25	7,730.45	43,012.70
General Fund	21 Personnel Taxes & Benefits	City Clerk Expenditures	001.5121.522000	Retirement Contribut	33,420.29	7,322.50	40,742.79
General Fund	21 Personnel Taxes & Benefits	Finance Expenditures	001.5130.522000	Retirement Contribut	39,254.64	8,600.82	47,855.46
General Fund	21 Personnel Taxes & Benefits	Human Resources Expend	001.5131.522000	Retirement Contribut	21,617.44	4,736.45	26,353.89
General Fund	21 Personnel Taxes & Benefits	Facility Maintenance Expe	001.5132.522000	Retirement Contribut	20,395.62	4,405.06	24,800.68
General Fund	21 Personnel Taxes & Benefits	Community Development	001.5150.522000	Retirement Contribut	88,733.91	19,342.36	108,076.27

General Fund	21 Personnel Taxes & Benefits	It Expenditures	001.5190.522000	Retirement Contribut	42,217.63	9,250.01	51,467.64
General Fund	21 Personnel Taxes & Benefits	Code Enforcement Expenc	001.5241.522000	Retirement Contribut	88,979.97	17,253.54	106,233.51
General Fund	21 Personnel Taxes & Benefits	Emergency Management E	001.5250.522000	Retirement Contribut	3,892.18	852.79	4,744.97
General Fund	21 Personnel Taxes & Benefits	Stormwater Management I	001.5380.522000	Retirement Contribut	18,952.60	4,043.11	22,995.71
General Fund	21 Personnel Taxes & Benefits	Public Works Expenditures	001.5410.522000	Retirement Contribut	66,855.73	17,938.76	84,794.49
General Fund	21 Personnel Taxes & Benefits	Engineering Expenditures	001.5412.522000	Retirement Contribut	91,120.96	10,006.74	101,127.70
General Fund	21 Personnel Taxes & Benefits	Library Expenditures	001.5710.522000	Retirement Contribut	62,320.84	13,618.87	75,939.71
General Fund	21 Personnel Taxes & Benefits	Community Center Expenc	001.5721.522000	Retirement Contribut	59,851.89	13,024.17	72,876.06
General Fund	21 Personnel Taxes & Benefits	Morgan Sports Complex E>	001.5722.522000	Retirement Contribut	54,713.45	11,808.76	66,522.21
General Fund	21 Personnel Taxes & Benefits	Park Expenditures	001.5726.522000	Retirement Contribut	84,689.66	18,456.25	103,145.91
General Fund	21 Personnel Taxes & Benefits	Beachfront Park Expenditu	001.5727.522000	Retirement Contribut	36,225.23	7,937.07	44,162.30
General Fund	21 Personnel Taxes & Benefits	Leonard Destin Park Exper	001.5728.522000	Retirement Contribut	5,007.04	1,097.06	6,104.10
Florida Building Code	21 Personnel Taxes & Benefits	Building Dept Expenditure:	101.5240.522000	Retirement Contribut	83,272.87	17,762.35	101,035.22
Cra Town Center Fun	21 Personnel Taxes & Benefits	Economic Development E>	106.5520.522000	Retirement Contribut	2,790.65	611.44	3,402.09
Cra Harbor District Fu	21 Personnel Taxes & Benefits	Economic Development E>	107.5520.522000	Retirement Contribut	2,790.65	611.44	3,402.09
					942,385.50	**196,410.00**	**1,138,795.50**
						=$261,880*9/12	

GRAND TOTAL: $ 532,570.00

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2026 **Posted Date:** _____

Fund	Department	GL Account String	Project/ Grant#	Current Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5120 City Manager Expenditures	001.5120.521000 Fica Taxes		$ 12,999.02	$ 13,230.84	$ 26,229.86
001 General Fund	5121 City Clerk Expenditures	001.5121.521000 Fica Taxes		$ 3,908.02	$ 12,532.61	$ 16,440.63
001 General Fund	5130 Finance Expenditures	001.5130.521000 Fica Taxes		$ 5,450.46	$ 14,720.49	$ 20,170.95
001 General Fund	5131 Human Resources Expenditures	001.5131.521000 Fica Taxes		$ 2,527.85	$ 8,106.54	$ 10,634.39
001 General Fund	5132 Facility Maintenance Expenditures	001.5132.521000 Fica Taxes		$ 2,350.97	$ 7,539.36	$ 9,890.33
001 General Fund	5150 Community Development Expenditures	001.5150.521000 Fica Taxes		$ 10,323.03	$ 33,104.90	$ 43,427.93
001 General Fund	5190 It Expenditures	001.5190.521000 Fica Taxes		$ 4,936.74	$ 15,831.61	$ 20,768.35

Fund	Department	GL Account String	Project/ Grant#	Current Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5241 Code Enforcement Expenditures	001.5241.521000 Fica Taxes		$ 9,208.21	$ 29,529.83	$ 38,738.04
001 General Fund	5250 Emergency Management Expenditures	001.5250.521000 Fica Taxes		$ 455.13	$ 1,459.57	$ 1,914.70
001 General Fund	5380 Stormwater Management Expenditures	001.5380.521000 Fica Taxes		$ 2,157.80	$ 6,919.88	$ 9,077.68
001 General Fund	5410 Public Works Expenditures	001.5410.521000 Fica Taxes		$ 8,617.05	$ 30,702.60	$ 39,319.65
001 General Fund	5412 Engineering Expenditures	001.5412.521000 Fica Taxes		$ 6,297.50	$ 17,126.77	$ 23,424.27
001 General Fund	5710 Library Expenditures	001.5710.521000 Fica Taxes		$ 13,488.32	$ 23,309.00	$ 36,797.32
001 General Fund	5721 Community Center Expenditures	001.5721.521000 Fica Taxes		$ 22,089.11	$ 22,290.96	$ 44,380.07
001 General Fund	5722 Morgan Sports Complex Expenditures	001.5722.521000 Fica Taxes		$ 8,745.41	$ 20,210.96	$ 28,956.37
001 General Fund	5726 Park Expenditures	001.5726.521000 Fica Taxes		$ 12,523.70	$ 31,588.29	$ 44,111.99

Fund	Department	GL Account String	Project/ Grant#	Current Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5727 Beachfront Park Expenditures	001.5727.521000 Fica Taxes	500044	$ 7,040.44	$ 13,584.48	$ 20,624.92
001 General Fund	5728 Leonard Destin Park Expenditures	001.5728.521000 Fica Taxes	500011	$ 2,769.49	$ 1,877.64	$ 4,647.13
						$ -
001 General Fund	5120 City Manager Expenditures	001.5120.522000 Retirement Contributions		$ 35,282.25	$ 7,730.45	$ 43,012.70
001 General Fund	5121 City Clerk Expenditures	001.5121.522000 Retirement Contributions		$ 33,420.29	$ 7,322.50	$ 40,742.79
001 General Fund	5130 Finance Expenditures	001.5130.522000 Retirement Contributions		$ 39,254.64	$ 8,600.82	$ 47,855.46
001 General Fund	5131 Human Resources Expenditures	001.5131.522000 Retirement Contributions		$ 21,617.44	$ 4,736.45	$ 26,353.89
001 General Fund	5132 Facility Maintenance Expenditures	001.5132.522000 Retirement Contributions		$ 20,395.62	$ 4,405.06	$ 24,800.68
001 General Fund	5150 Community Development Expenditures	001.5150.522000 Retirement Contributions		$ 88,733.91	$ 19,342.36	$ 108,076.27
001 General Fund	5190 It Expenditures	001.5190.522000 Retirement Contributions		$ 42,217.63	$ 9,250.01	$ 51,467.64

Fund	Department	GL Account String	Project/ Grant#	Current Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5241 Code Enforcement Expenditures	001.5241.522000 Retirement Contributions		$ 88,979.97	$ 17,253.54	$ 106,233.51
001 General Fund	5250 Emergency Management Expenditures	001.5250.522000 Retirement Contributions		$ 3,892.18	$ 852.79	$ 4,744.97
001 General Fund	5380 Stormwater Management Expenditures	001.5380.522000 Retirement Contributions		$ 18,952.60	$ 4,043.11	$ 22,995.71
001 General Fund	5410 Public Works Expenditures	001.5410.522000 Retirement Contributions		$ 66,855.73	$ 17,938.76	$ 84,794.49
001 General Fund	5412 Engineering Expenditures	001.5412.522000 Retirement Contributions		$ 91,120.96	$ 10,006.74	$ 101,127.70
001 General Fund	5710 Library Expenditures	001.5710.522000 Retirement Contributions		$ 62,320.84	$ 13,618.87	$ 75,939.71
001 General Fund	5721 Community Center Expenditures	001.5721.522000 Retirement Contributions		$ 59,851.89	$ 13,024.17	$ 72,876.06
001 General Fund	5722 Morgan Sports Complex Expenditures	001.5722.522000 Retirement Contributions		$ 54,713.45	$ 11,808.76	$ 66,522.21
001 General Fund	5726 Park Expenditures	001.5726.522000 Retirement Contributions		$ 84,689.66	$ 18,456.25	$ 103,145.91

Fund	Department	GL Account String	Project/ Grant#	Current Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5727 Beachfront Park Expenditures	001.5727.522000 Retirement Contributions	500044	$ 36,225.23	$ 7,937.07	$ 44,162.30
001 General Fund	5728 Leonard Destin Park Expenditures	001.5728.522000 Retirement Contributions	500011	$ 5,007.04	$ 1,097.06	$ 6,104.10
001 General Fund	3000 Non Departmental	001.3000.395000 Deduction of Fund Balance		$ 185,774.75	$ 481,091.10	$ 666,865.85
101 Building Fund	5240 Building Dept Expenditures	101.5240.521000 Fica Taxes		$ 9,479.77	$ 30,400.67	$ 39,880.44
101 Building Fund	5240 Building Dept Expenditures	101.5240.522000 Retirement Contributions		$ 83,272.87	$ 17,762.35	$ 101,035.22
101 Building Fund	5000 Non Departmental	101.5000.595000 Addition to Fund Balance		$ 89,882.72	$ (48,163.02)	$ 41,719.70
106 Town Center Cra	5520 Economic Development Expenditures	106.5520.521000 Fica Taxes		$ 326.32	$ 1,046.50	$ 1,372.82
106 Town Center Cra	5520 Economic Development Expenditures	106.5520.522000 Retirement Contributions		$ 2,790.65	$ 611.44	$ 3,402.09

Fund	Department	GL Account String	Project/ Grant#	Current Budget	Requested Increase/ (Decrease)	Revised Budget
106 Town Center Cra	5000 Non Departmental	106.50000.595000 Addition to Fund Balance		$ 1,248,185.30	$ (1,657.94)	$ 1,246,527.36
107 Harbor CRA	5520 Economic Development Expenditures	107.5520.521000 Fica Taxes		$ 326.32	$ 1,046.50	$ 1,372.82
107 Harbor CRA	5520 Economic Development Expenditures	107.5520.522000 Retirement Contributions		$ 2,790.65	$ 611.44	$ 3,402.09
107 Harbor CRA	3000 Non Departmental	107.3000.395000 Deduction of Fund Balance		$ 367,011.43	$ 1,657.94	$ 368,669.37

Purpose: Increase the FY 2026 Budget to cover FICA and contributions to retirement for FRS

Created by/Date: _____

Entered by/Date: _____

Approved by/Date: _____

ITEM # 2025-1385

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM: Larry Jones , City Manager

DATE: 11/21/2025

SUBJECT: Consideration of Letter Opposing Oil Drilling and Energy Exploration in the Eastern Gulf of Mexico (America)

I. BACKGROUND: At the Okaloosa County Commissioners Regular Meeting on November 18, 2025, the Board approved a motion to issue a letter supporting the permanent protection of the Eastern Gulf Test & Training Range (EGTTR) from oil drilling and related energy exploration activities. The request for this letter came from Okaloosa One EDC, which asked the County to convey its support to President Trump and the State Representatives.

II. DISCUSSION: The EDC is also requesting that the City provide a letter supporting the permanent protection of the Eastern Gulf Test & Training Range (EGTTR) from oil drilling and other related energy exploration activities.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families
B. Effect on Budget (EOB): N/A
C. Level of Service (LOS):
D. Legislative Sponsor: Councilmember Jim Bagby
E. Business Impact Statement:

III. CONCLUSION: The City Manager and staff are requesting the Council's consideration/guidance on whether to issue the requested letter of support.

IV. RECOMMENDED MOTION: I move that the Council approve the issuance of the letter of support and authorize the Mayor to sign and execute the letter on behalf of the City.

Attachments:

ITEM # 2025-1385

1. Letter -Eastern Gulf Test and Training Range Drilling 11.18.2025
2. Email Eastern Gulf Protections
3. DSI 2021 MML Position Paper_Exhibits
4. DSI SASC EGTTR Permanent Protections Ltr_22Oct25
5. EGTTR with 100 mile offset map_2025Nov05

Board of County Commissioners

State of Florida

November 18, 2025

To Whom It May Concern,

On behalf of the Okaloosa County Commission and the tourism stakeholders of Northwest Florida, we write to express our support for the permanent protection of the Eastern Gulf Test & Training Range (EGTTR) from oil drilling and other related energy exploration initiatives. As both a military and tourism hub, our region depends on the continued viability of this critical national security asset.

The EGTTR is the largest military training range in the continental United States, vital to the operational readiness of our military. It supports training for all branches of the armed forces, with essential operations in air, water surface, and subsurface domains. Moreover, it is crucial for advanced weapon systems testing and water-to-land transition exercises, activities that are irreplaceable for maintaining the effectiveness of our military forces.

Moreover, the significance of the EGTTR extends beyond national defense. Our region's economy is deeply tied to both military readiness and the tourism industry. The natural beauty of the Gulf Coast, along with our world-class beaches, contributes to Okaloosa County's thriving tourism sector. Visitors flock to our area for the stunning coastal environment, and the health of the Gulf waters is integral to our tourism success. The EGTTR's role in maintaining the environmental integrity of the Gulf makes it a key factor in protecting the ecosystem that supports our local economy.

According to the Florida Department of Economic Opportunity, tourism is one of the largest industries in Okaloosa County, contributing billions of dollars annually and supporting thousands of jobs. Many of these visitors are drawn to the natural beauty and recreation opportunities that the Gulf provides. Any disruption to the EGTTR, through oil drilling or exploration activities, would risk significant environmental damage, which would have a detrimental effect on tourism and local livelihoods. Visitors to our area expect clean, safe waters, and the environmental impact of drilling activities could undermine that expectation, potentially harming our tourism-based economy.

Oil drilling and exploration are incompatible with the unique and sensitive nature of the EGTTR. Any such activities would pose serious risks to both our national security and our local economy. The EGTTR is an invaluable asset that must be preserved for both our military's readiness and the economic well-being of our communities.

• 302 N. Wilson St., Suite 302 · Crestview, FL 32536 · (850) 689-5030

• 1250 N. Eglin Pkwy, Suite 100 · Shalimar, FL 32579 · (850) 651-7105 · Fax: 651-7142

We respectfully request your strong support in ensuring the permanent protection of the Eastern Gulf Test & Training Range. By securing this critical resource, we will help safeguard our national defense capabilities while preserving the environmental and economic vitality that makes Okaloosa County, and Northwest Florida, a premier destination for visitors and a key contributor to our nation's security.

Thank you for your leadership in this matter, and for your continued support of our military and tourism industries.

Respectfully,

Paul Mixon,
Chairman, District 1

Carolyn Ketchel
Vice Chairman, District 2

Robert A. "Trey" Goodwin III
Commissioner District 4

Sherri Cox
Commissioner District 3

Drew Palmer
Commissioner District 5

From: Kay Rasmussen
To: Sheri Bethea
Subject: Eastern Gulf Protections
Date: Tuesday, November 25, 2025 11:08:11 AM
Attachments: DSI 2021 MML Position Paper_Exhibits.pdf
DSI SASC EGTTR Permanent Protections Ltr_22Oct25.pdf
EGTTR with 100 mile offset map_2025Nov05.pdf

You don't often get email from kay@oneokaloosa.org. Learn why this is important

Hi Sheri,
Thank you for your call this morning to discuss protecting the Eastern Gulf Test and Training Range from oil drilling encroachment. Attached is the 2021 DSI position paper I reference; however, the letter is from the Destin Chamber not the city.

Here is a recap of the threat we discussed:

The Defense Support Initiatives Committee (DSI) Chairman, Garry Haase, Colonel USAF Retired, executed a letter of support to SASC Chairman, Senator Wicker requesting his support for permanent protections for the EGTTR by Congress.

In 2020, then President Trump utilized the authority provided by the Outer Continental Shelf Lands Act, Section 12 (a) to extend the protections by ten years up through June 2032.

In January 2025, President Trump released his Unleashing American Energy Executive Order. This EO specifically identifies outer continental shelf lands for energy exploration and extraction. It does not reference the EGTTR OCSL specifically however this opens the eastern Gulf drilling for interpretation.

While Trump's 2020 OCSLA protection through 2032 is still valid, his Unleashing American Energy Executive Order threatens his own reversal as he is pushing DOI/BOEM to move aggressively forward with offshore drilling.

In April 2025, the House passed H.R. 2673 Florida Coastal Protection Act to amend the Outer Continental Shelf Lands Act to provide permanent protections to OCSL surrounding Florida. In October 2025, Senator Moody and Senator Scott co-sponsored Senate Bill S.3082 American Shores Protection Act of 2025, amending the OCSLA, Section 8 to prohibit oil and natural gas exploration, development, and production in certain areas of the outer Continental Shelf off the coast of Florida, Georgia, and South Carolina. November 2025, H.R. 2673 Florida Coastal Protection Act is being re-worked to align with the Senate Bill; the two bills are not identical in geography or protection term date.

In response to President Trump's EO 14154, Unleashing American Energy, BOEM is moving aggressively on releasing their five-year plan for oil drilling, to include Outer Continental Shelf Lands. We learned that BOEM was planning to exclude the Atlantic coast from their drilling plan and to enact a 100 mile buffer around Florida's coast. This proposed 100 mile buffer around Florida is not sufficient; 100 miles out is right in the middle of the range.

BOEM's five year plan was released Nov 20 and it does include a portion of the Eastern Gulf of

Mexico.

Thank you for your assistance. Please let me know if I can provide any additional information or clarification.
Kay

Kay Rasmussen, CEcD
Associate Director, One Okaloosa EDC
Manager, Defense Support Initiatives Committee
Member, Florida Defense Support Commission
Okaloosa County, Florida, USA
Office 850-362-6467, Cell 850-585-9518
http://www.oneokaloosa.org; http://www.MilitaryFriendlyNWF.com





A 501(c)(6) non-profit private-public partnership organization.

Eastern Gulf Test & Training Range
Military Mission Line
2021 DSI Position Paper



Prepared by

DEFENSE SUPPORT INITIATIVES COMMITTEE
OKALOOSA, SANTA ROSA AND WALTON COUNTIES

August 2021

c/o One Okaloosa EDC
Post Office Box 4097, Fort Walton Beach, FL 32549
850-362-6467 www.oneokaloosa.org

DEFENSE SUPPORT INITIATIVES COMMITTEE
OKALOOSA, SANTA ROSA AND WALTON COUNTIES

August 29, 2021

Dear Sir / Madam:

The Defense Support Initiatives (DSI) Committee is a military installation advocacy group sponsored by the Economic Development Council of Okaloosa County; DBA One Okaloosa EDC. It is comprised of 25 select retired military personnel, defense contractors and representatives of the seven Military Affairs Committees from Santa Rosa, Okaloosa and Walton Counties surrounding the Eglin Complex. The mission of the DSI is to support and promote the local military installations, missions and their positive economic contributions to the tri-county area.

As identified in the 2020 Florida Defense Factbook, northwest Florida installations contribute an annual economic impact exceeding $22 Billion and generate over 209,000 jobs. Okaloosa County in Northwest Florida houses the largest Air Force installation in the Department of Defense; Eglin Air Force Base. Team Eglin contributes $10B annually to the local economy and provides nearly 79,000 jobs. The 96th Test Wing, Eglin's host wing, is the test and evaluation center for Air Force air-delivered weapons, navigation and guidance systems, Command and Control systems, and AF Special Operations Command Systems. Team Eglin supports multi-service combat ready forces while delivering full spectrum support to DoD.

The 96th Test Wing manages the Eastern Gulf Test and Training Range (EGTTR; aka Eglin Gulf Test & Training Range, Joint Gulf Range). The EGTTR connects test & training ranges and capabilities across the eastern Gulf of Mexico extending from NW Florida to Key West. This multi-service training area supports simultaneous maritime, air and land training exercises. The EGTTR provides unique capabilities to test, train with, and evaluate high-altitude supersonic air combat training, air-to-air missile testing, drone targeting, hypersonic weapons testing, space launches/landings, and other activities. A 2012 Air Force Long Range Stand-Off Weapons study identified the EGTTR as the only U.S. continental range capable of supporting future technologically advanced weapons testing.

Due to its tremendous capabilities, the EGTTR complex is an integral part of DoD's Training Resources Strategy, is vital for testing the next generation of air armaments, and for training in conditions consistent with those expected in actual conflict. It is utilized by multiple users, including DoD, other government agencies, foreign partner countries, and private companies. Due to technological advancements, missions are being pushed farther from land into the Federal waters of the EGTTR as a result of increased utilization, faster and longer reaching telemetry, and larger safety footprint requirements. The 2021 RAND Institute analysis identified the EGTTR as a priority.

As a result of Team Eglin's collective mission and the EGTTR, Okaloosa County installations provide half of the total Northwest Florida region's military impact. Team Eglin's direct defense spending exceeds $3.7 Billion, and provides the highest contribution in the Northwest Florida region towering at 61%—concurrent to the Northwest Florida region providing the state's highest overall regional defense impact at 23%.

Eight of the Top 10 national defense contractors have a presence in Okaloosa County supporting the highest defense personnel location in the state in 2019, and the highest personnel spending location at $1.9 Billion annually.[1]

Defense contracting awards in the Northwest Florida region have grown by 28% since 2015 with a monetary value increase of 63% during the same time period. Okaloosa's contracting value exceeded $1,428 Billion in 2020—more than double that of the other counties combined and at 75% for the region.[2] Additionally, with nearly 7,000 contract awards Okaloosa County supports 50% of all defense contract awards in the region. As stated earlier, the Northwest Florida region provides the largest economic impact contributions to the state's total military economy, and also offers the highest concentration of defense contracting jobs of all eight state regions.

2020 Defense Contracts	
Escambia	$ 357,382,333
Santa Rosa	$ 85,665,657
Okaloosa	$1,428,727,572
Walton	$ 3,789,420
Holmes	$ 7,015,443
Bay	$ 2,177,824

The EGTTR, the largest test and training range in the continental United States, is identified by Department of Defense Directive as a *national asset* that cannot be replicated anywhere in the U.S.[3] Federal policies have protected the Eastern Gulf of Mexico by restricting oil and natural gas drilling and exploration since 1983 with a buffer zone; now defined by the Military Mission Line established in 2006. This mandated north-south Military Mission Line protects the EGTTR from encroachment of activities incompatible with military missions. Oil drilling structures and associated exploratory activities, and wind turbine infrastructure east of the MML would be incompatible with military activities, negatively impact our military's readiness and compromise our nation's military superiority.

As weapon systems and aircraft become more sophisticated and long-reaching, test and training ranges take on even greater importance in military capabilities and national security. The EGTTR is a unique resource offering tremendous capabilities for joint test and training exercises. Due to its expansive size allowing for simultaneous maritime, air and land training exercises, the EGTTR is an integral part of DoD's Training Resource Strategy.

Elimination of the MML would decrease the military capability/capacity in the EGTTR. This regional position paper (consisting of 29 civic, private sector and public sector resolutions and proclamations) supports the United States military and defense strategy by extending the Military Mission Line moratorium and opposing any activities east of the MML that are deemed incompatible to the military mission. Congressional Members are respectfully requested to permanently extend protection of the Eastern Gulf Test & Training Range and the Military Mission Line beyond 2022 by amending or replacing the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006, extending the moratorium protection. Thank you for your consideration and continued service.

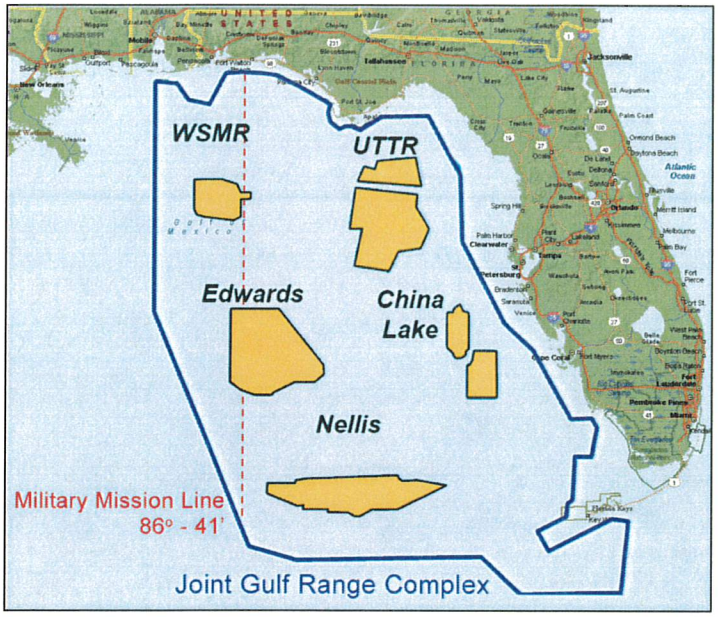
Respectfully Submitted,

Robert Marinan, Lt Col Ret
DSI Chairman

Kay Rasmussen, CEcD
DSI Manager

Attachments

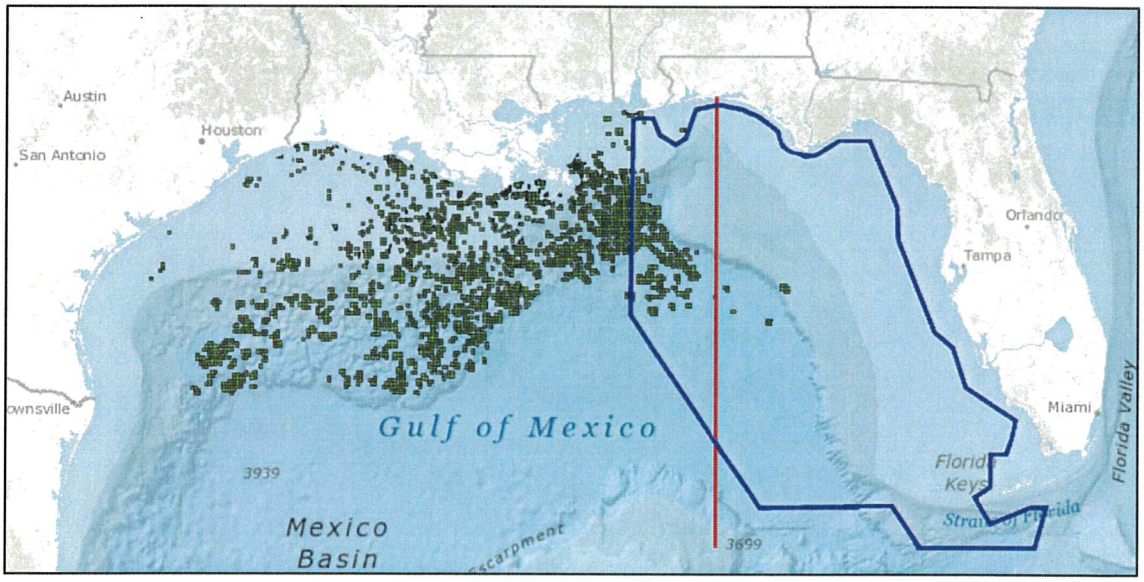
[1] Office of Local Defense Community Cooperation – Defense Spending by State 2019
[2] USspending.gov
[3] Department of Defense Directive Number 3200.11; Office of the Secretary of Defense, Preserving Military Readiness in the Eastern Gulf of Mexico, May 2018



U.S. Military Ranges

- Joint Gulf Range (aka, EGTTR)
- White Sands Missile Range
- Utah Test & Training Range
- Edwards Flight Test Range
- NAWS China Lake
- Nevada Test & Training Range

Gulf of Mexico
BOEM Active Leases and Eglin Gulf Test & Training Range
May 2020



Exhibits

EGTTR MML Support

Public Sector

1. Florida Senate Resolution SR550
2. Escambia County Board of County Commissioners
3. Okaloosa County Board of County Commissioners
4. Santa Rosa County Board of County Commissioners
5. Town of Cinco Bayou
6. City of Fort Walton Beach
7. City of Pensacola

Private Sector

8. Building Industry Association Okaloosa-Walton
9. Crestview Chamber of Commerce
10. Destin Chamber of Commerce
11. Defense Support Initiatives Committee
12. Economic Development Council of Okaloosa County
13. Eglin Federal Credit Union
14. Emerald Coast Association of Realtors
15. Emerald Coast Military Affairs Council
16. ERA American Real Estate
17. Florida's Great Northwest
18. Greater Fort Walton Beach Chamber of Commerce
19. Key West Chamber of Commerce
20. Navarre Area Chamber of Commerce
21. Navarre Beach Area Chamber of Commerce
22. Navarre Beach Area Chamber of Commerce Military Affairs Council
23. Niceville-Valparaiso Chamber of Commerce
24. Niceville-Valparaiso Chamber of Commerce Military Affairs Council
25. Santa Rosa County Chamber of Commerce
26. Santa Rosa County Military Affairs Committee
27. Technology Coast Manufacturing and Engineering Network
28. Walton Area Chamber of Commerce
29. Walton County Economic Development Alliance

###

By Senator Broxson

1-00784-18 2018550__

Senate Resolution

A resolution supporting an extension of the current moratorium on drilling in the Gulf of Mexico east of the Military Mission Line.

WHEREAS, the Florida Legislature represents the military bases and personnel that maintain, manage, and use the Gulf of Mexico Range Complex (GOMEX Range Complex) which provides for the common defense of this state and the nation, and

WHEREAS, defense is the State of Florida's fourth largest industry, accounting for more than 775,000 jobs, $80 billion in economic impact, and 65 percent of the regional economy of Northwest Florida, and

WHEREAS, testing and training activities conducted from Florida's air and sea bases are considerably dependent on unconstrained access to the Eastern Gulf of Mexico airspace and seaspace, and

WHEREAS, the GOMEX Range Complex is a unique national resource, and

WHEREAS, the range is larger than all other training ranges inside the continental United States combined, stretching from the Florida Panhandle south to Key West and encompassing the Eastern Gulf of Mexico, and

WHEREAS, surrounding the GOMEX Range Complex are numerous United States Department of Defense installations, ranges, and airspaces, which make the complex unique, and

WHEREAS, originally a place to practice air-to-air engagements and air-to-surface bombing and strafing, the GOMEX Range Complex has served the nation for over 60 years, and

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

WHEREAS, after World War II, the GOMEX Range Complex was used to test surface-to-air rockets against drones and, with the advent of fifth-generation aircraft at Tyndall and Eglin Air Force Bases, has been used extensively to test future weapons systems, and

WHEREAS, the military missions require day and night access to the airspace, from the surface up to 60,000 feet, for high-speed flying and maneuvering, as well as day and night access to the seaspace, from the sea surface to the subsurface areas, for use by ships and submarines, and

WHEREAS, the military uses live ammunition and missiles against remotely piloted full-scale targets and drones, resulting in large debris fields of dangerous objects, and

WHEREAS, for well over a decade and through two presidential administrations, the United States Department of Defense policy has been to keep the Eastern Gulf of Mexico free from obstruction, and

WHEREAS, oil exploration and offshore platforms placed in the Eastern Gulf of Mexico could jeopardize military missions and severely reduce the state's appeal in keeping military installations, and

WHEREAS, without access to airspace in order to test modern and emerging weapons systems and train the aircrews that support such systems, Florida would lose its primary reason for hosting the GOMEX Range Complex, and

WHEREAS, the Gulf of Mexico Energy Security Act (GOMESA) of 2006 restricts oil and gas leasing in all areas east of the Military Mission Line established at 86°41′ W. longitude and bans oil and gas leasing within 125 miles of the Florida

coastline in the Eastern Planning Area and in a portion of the Central Planning Area until 2022, and

WHEREAS, attempts to reduce restrictions on oil and gas exploration and production arose in 2013 and 2015, when the members of the United States Senate and the United States House of Representatives developed and introduced bills to change GOMESA without addressing the military need to maintain the GOMEX Range Complex, and

WHEREAS, in 2013, the Offshore Energy and Jobs Act was introduced by United States Representative Doc Hastings of Washington to propose changes in oil and gas drilling and exploration locations, and

WHEREAS, the Offshore Energy and Jobs Act of 2015 was introduced by United States Senator Bill Cassidy of Louisiana, to increase oil and gas exploration and production, most notably through reducing the exclusion area east of the Military Mission Line from 125 miles to 50 miles offshore and through shortening the time limit of the moratorium from 2022 to 2017, but the bill ultimately did not advance past committee, and GOMESA remained intact for the time being, and

WHEREAS, the United States Secretary of Defense, the Chief of Staff of the United States Air Force, and fifteen members of the United States Congress from Florida have written letters requesting an extension to the moratorium, which is essential for developing and sustaining the military's future capabilities and for guaranteeing long-term capabilities for future test missions that may enable new technologies such as hypersonic fifth-generation fighters, advanced subsurface weapons systems, and other projects that require enlarged testing and training

footprints well beyond 2022, and

WHEREAS, without the certainty of an extension to the moratorium, investment in upgrades in telemetry, tracking, and other important improvements are at risk, and

WHEREAS, in March 2017, twenty local county commissions, chambers of commerce, local economic development councils, and military affairs committees drafted resolutions in support of the moratorium and submitted them to the Florida Legislature, NOW, THEREFORE,

Be It Resolved by the Senate of the State of Florida:

That the State of Florida must maintain a united front in supporting an extension of the current moratorium on drilling in the Gulf of Mexico east of the Military Mission Line.

BE IT FURTHER RESOLVED that to allow drilling east of the Military Mission Line would mean loss of range areas and possible relocation of aircraft and bases to other unrestricted range areas.

BE IT FURTHER RESOLVED that the Florida Senate supports an indefinite extension of the restriction, specified in the Gulf of Mexico Energy Security Act of 2006, oil and gas leasing in all areas east of the Military Mission Line established at 86°41′ W. longitude and indefinite extension of the Act's ban oil and gas leasing within 125 miles of the Florida coastline in the Eastern Planning Area and in a portion of the Central Planning Area.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Escambia County
Clerk's Original

5/4/2017 Robinson
Add-on #2

RESOLUTION NUMBER R2017-42

A RESOLUTION URGING THE LEGISLATURE OF THE STATE OF FLORIDA TO STAND STRONG AND UNITED AGAINST ANY ATTEMPT TO ALLOW OIL OR GAS DRILLING ALONG FLORIDA'S COASTLINE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

Date: 5/8/2017 Verified By:

WHEREAS, Florida's Legislative Delegation both in Congress and the Florida Legislature has long stood united against proposals for oil and gas drilling off the State's coasts; and

WHEREAS, across party lines, Florida's representatives have long recognized that the protection of Florida's fragile coastal ecology is vital to the state's economy, as well as its ecology, and have understood that, in Florida, the economy and the ecology are indeed inseparable; and

WHEREAS, routine offshore drilling operations discharge thousands of pounds of toxic chemicals into surrounding waters, smother bottom-dwelling organisms and sea grasses with cutting and debris, and generate large amounts of air pollution; and

WHEREAS, scientists have alerted the public to the presently unpredictable results of contaminating marine organisms and ecosystems in the Gulf of Mexico, which are a vital part of the food chain throughout the Southeastern United States and the entire country; and

WHEREAS, the Deepwater-Horizon oil spill demonstrated the negative possibility, regardless of advances in safety and engineering, to jeopardize Florida's multi-billion-dollar tourism industry, and

WHEREAS, the northern Gulf of Mexico provides the U.S. military with the largest unimpeded test range in the country and a major reason for U.S military presence and commitment in nearly every county in Northwest Florida. Any drilling intrusion could jeopardize that test range and our military missions in Northwest Florida.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORDA:

Section 1: That the above recitals are true and correct and incorporated herein by reference.

Section 2: That the Congress of the United States and the Legislature of the State of Florida are urged to stand strong and united against any attempt to allow oil or gas drilling along Florida's coastline.

Section 3: That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Section 4: The Clerk shall forward a copy of this Resolution to U. S. Senators Bill Nelson and Marco Rubio; U. S. Representative Matt Gaetz; State Senator Doug Broxson; State Representatives Clay Ingram, Frank White, and Jayer Williamson

ADOPTED this 4th day of May 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

Date Executed
5/8/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL) BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

Approved as to form and legal sufficiency.

By/Title:
Date: 5/3/17

RESOLUTION 20-61

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA SUPPORTING SENATE BILL 13 AS PRESENTED DURING THE FIRST SESSION OF THE 116TH CONGRESS.

WHEREAS, the Gulf of Mexico plays a vital role in the United States' national defense, hosting several military operating areas collectively known as the Gulf of Mexico Range Complex that provide the space needed to safely and effectively test and evaluate weapons systems and undertake the training missions necessary to ensure that the United States' armed forces remain the best equipped and most well-trained in the world; and

WHEREAS, a May 2018 Pentagon Congressional report (*Preserving Military Readiness in the Eastern Gulf of Mexico*) states "The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities," and

WHEREAS, the encroachment of oil production and related activities into, or proximate to, the Gulf Range conflicts with the training and other missions currently performed from military installations such as Eglin Air Force Base, Hurlburt Field, Tyndall Air Force Base, and other facilities, thereby degrading their usefulness to national defense and compromising their long term viability which could lead to loss of missions and other impacts that will have a significant negative effect on national defense as well as the local and regional economies; and

WHEREAS, recognizing the significance of the Gulf Test Range, Senator Marco Rubio has introduced an Act co-sponsored by Senator Rick Scott, Senate Bill 13, the Florida Shores Protection and Fairness Act, that would, among other things, extend the current moratorium on oil and gas leasing in certain areas of the Gulf of Mexico presently set to expire on June 30, 2022 until June 30, 2027; and

WHEREAS, the Board of County Commissioners find that it is in the best interests of the United States' national defense, as well as the regional and local economies, the tourism industry, and environmental quality that Senate Bill 13 be passed into law.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Okaloosa County, Florida that:

1. The Board strongly supports the passage of Senate Bill 13 as introduced in the 116th Session of Congress for the ongoing protection of the State of Florida and military operating areas within the Gulf of Mexico.

2. The Board opposes the opening of additional areas of the Gulf of Mexico, particularly the Eastern Gulf of Mexico Program Area and areas within the Gulf Testing Range, to oil exploration, production, and related activities that would threaten the economy and

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY _____
DEPUTY CLERK
DATE 4/29/2020

CLERK CIRCUIT COURT SUUM CUIQUE OKALOOSA COUNTY, FLORIDA

environment of Florida, or that would in any way degrade the usefulness of the Gulf of Mexico Range complex to the armed forces of the United States of America.

DULY PASSED AND ADOPTED THIS 28th DAY OF APRIL, 2020.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By: _____
Robert A. "Trey" Goldwin III, Chairman

ATTEST:

By: _____
J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO FORM:

By: _____
Lynn M. Hoshihara
County Attorney

RESOLUTION NO. 2015 - 50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA OPPOSING THE OPENING OF AREAS WITHIN THE GULF OF MEXICO EAST OF THE MILITARY MISSION LINE TO OIL EXPLORATION AND RELATED ACTIVITIES THAT WOULD THREATEN THE ECOLOGY AND ECONOMY OF SANTA ROSA COUNTY AND THE GULF REGION, AND THAT WOULD NEGATIVELY IMPACT THE UTILITY OF THE MILITARY'S GULF OF MEXICO RANGE COMPLEX AND THEREBY THREATEN THE VIABILITY OF THE MISSIONS FOR NAS WHITING FIELD, NAS PENSACOLA, EGLIN AFB, HURLBURT FIELD, TYNDALL AFB AND OTHER MILITARY INSTALLATIONS IN THE GULF REGION.

WHEREAS, the military presence has been and continues to be the foundation of much of Northwest Florida's and Santa Rosa County's economy contributing $18.8 billion annually; and

WHEREAS, the Gulf of Mexico plays a vital role in the national defense of the United States, hosting several Military Operating Areas (MOAs) collectively known as the Gulf of Mexico Range Complex that provides the space needed to safely and effectively test and evaluate weapons systems and undertake the training missions necessary to ensure that America's Armed Forces remain the best equipped and most well trained in the world; and

WHEREAS, the encroachment of oil production and related activities into, or proximate to, the Gulf Range conflicts with the training and other missions currently performed from military installations such as NAS Whiting Field, NAS Pensacola, Eglin AFB, Hurlburt Field, Tyndall AFB and other facilities thereby degrading their usefulness to national defense and compromising their long term viability and posing potential degradation to mission effectiveness as well as negative impacts to the local and regional economy; and

WHEREAS, the Gulf of Mexico Energy and Security Act of 2006 establishes protective zones within the Gulf of Mexico within which oil exploration and related activities are prohibited in order to protect the natural environment and military missions crucial to Santa Rosa County, the region and communities along the Gulf Coast; and

WHEREAS, the proposed Offshore Production and Energizing National Security Act of 2015 reduces the protected areas within the Gulf of Mexico established by the 2006 Act, thereby threatening the viability of military activities and missions within the Gulf.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMISSIONERS OF SANTA ROSA COUNTY, FLORIDA STRONGLY OPPOSES THE REDUCTION OF THE PROTECTIONS FOR THE STATE OF FLORIDA AND MILITARY OPERATING AREAS AFFORDED UNDER THE GULF OF MEXICO ENERGY SECURITY ACT OF 2006 AS PROPOSED BY THE OFFSHORE PRODUCTION AND ENERGIZING ACT OF 2015, AND FURTHER OPPOSES THE OPENING OF ADDITIONAL AREAS OF THE GULF OF MEXICO EAST OF THE MILITARY MISSION LINE TO OIL EXPLORATION, PRODUCTION, AND RELATED ACTIVITIES THAT WOULD THREATEN THE ECONOMY AND ENVIRONMENT OF FLORIDA, OR THAT WOULD IN ANY WAY DEGRADE THE USEFULNESS OF AND ACCESS TO THE GULF OF MEXICO RANGE COMPLEX BY THE ARMED FORCES OF THE UNITED STATES OF AMERICA.

PASSED AND ADOPTED by the Santa Rosa County Board of County Commissioners on a vote of 5 yeas, 0 nays, and 0 absent, in regular session, this 24th day of September 2015.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

By: Don Salter
Don Salter, Chairman

CIRCUIT COURT SEAL SANTA ROSA COUNTY

ATTEST:

Donald C. Spencer, Clerk of Courts

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

SAM PARKER, District 1
ROBERT A. "BOB" COLE, District
W. D. "DON" SALTER, District 3
DAVE PIECH, District 4
R. LANE LYNCHARD, District 5

DAN SCHEBLER, County Adminis
ROY V. ANDREWS, County Attor
MARK MURRAY, Asst. County A

March 16, 2020

Senator Lisa Murkowski
Chair, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski;

As a citizen of Santa Rosa County, Florida, I strongly urge that you protect the Eastern Gulf Test & Training Range (EGTTR) from oil & gas exploration and drilling. This area is a military range essential to our military's readiness. The EGTTR connects test & training capabilities from NW Florida to Key West and is heavily used by all service branches.

In a May 9, 2018 letter, the Under Secretary of Defense stated "The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapons systems and the readiness of our Service members; hence it is a vital component to harnessing the power of advanced technologies required to support our National Defense Strategy". Additionally, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states, "The eastern Gulf of Mexico is an irreplaceable national asset. No other area offers DOD a comparable combination of air space, water space and existing infrastructure to support military activities".

While drilling advocates have cited a potential economic benefit by opening the eastern Gulf including 56,000 new jobs and $2.6 billion in annual revenue, the resultant loss would be many times greater. The January 2020 Florida Defense Factbook credits Eglin AFB in NW Florida as providing an economic impact annually of $9 billion and 78,000 jobs. The current economic benefit to our area would be at risk, not to mention the risk to our national security, if oil drilling was allowed in the military test and training range.

Oil drilling structures and associated exploratory activities have been identified as being incompatible with military activities. I respectfully request your strong support in continuing to protect this national asset.

Sincerely,

Don Salter

Don Salter, Chairman
Santa Rosa County Board of Commissioners
Santa Rosa County Military Advisory Committee

Cc: Senator Jack Reed
Senator Doug Jones
Senator James Inhofe
Senator Marco Rubio
Senator Rick Scott

RESOLUTION NO. 2017 – 09

A RESOLUTION TO EXPRESS THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU'S OPPOSITION TO OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING

WHEREAS, the United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration, including risky methods such as seismic airgun blasting; and,

WHEREAS, seismic airguns fire intense blasts of compressed air, one of the loudest manmade sounds in the ocean, every 10-12 seconds for days, weeks, or months on end; and,

WHEREAS, seismic airgun noise has been shown to harm and injure dolphins, whales, endangered sea turtles, fish, and other marine life; and,

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage; and,

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and,

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and,

WHEREAS, the TOWN OF CINCO BAYOU recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and,

WHEREAS, the TOWN OF CINCO BAYOU endeavors to be a good steward of the state and region's environment and its resources; and,

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country; and,

WHEREAS, the TOWN OF CINCO BAYOU recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health before using uncertain methods of seismic airgun blasting for offshore oil and gas deposits.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF CINCO BAYOU THAT:
Offshore oil and gas drilling and exploration, including seismic airgun blasting, will put Florida's environment, beaches, marine resources and local economies at risk; therefore the Council expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

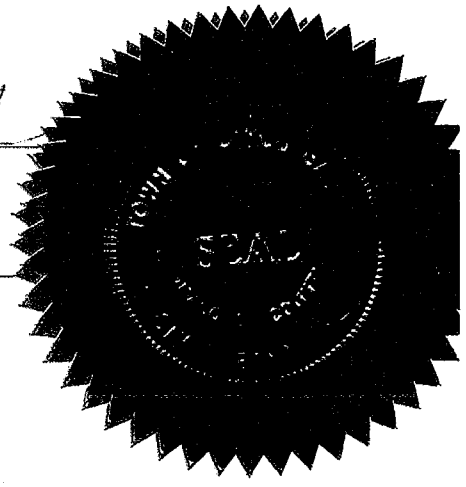
ADOPTED THIS DAY OCTOBER 12, 2017

APPROVED

Jean Hood, Mayor

ATTEST:

Keith Williams, Town Manager/Clerk



RESOLUTION 2017-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT WALTON BEACH, FLORIDA, EXPRESSING OPPOSITION TO OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration, including risky methods such as seismic airgun blasting; and,

WHEREAS, seismic airguns fire intense blasts of compressed air, one of the loudest manmade sounds in the ocean, every 10-12 seconds for days, weeks, or months on end; and,

WHEREAS, seismic airgun noise has been shown to harm and injure dolphins, whales, endangered sea turtles, fish, and other marine life; and,

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage; and,

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and,

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and,

WHEREAS, the City of Fort Walton Beach recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and,

WHEREAS, the City of Fort Walton Beach endeavors to be a good steward of the state and region's environment and its resources; and,

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country; and,

WHEREAS, the City of Fort Walton Beach recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health before using uncertain methods of seismic airgun blasting for offshore oil and gas deposits.

NOW THEREFORE, be it resolved by the City Council of the City of Fort Walton Beach, Florida, as follows:

RESOLUTION 2017-9

Section 1. Incorporation of Recitals.
The above recitals are true and correct and are incorporated herein.

Section 2. Opposition of City Council.
Offshore oil and gas drilling and exploration, including seismic airgun blasting, will put Florida's environment, beaches, marine resources and local economies at risk, therefore, the City Council expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

Section 3. Authorization.
The Mayor is hereby designated and authorized to execute any documents related to this Resolution, and upon approval, a copy will be provided to the Florida Congressional Delegation.

Section 4. Effective Date.
This Resolution shall take effect immediately upon approval by the City Council.

Adopted: June 27, 2017

Richard A. Rynearson, Mayor

Attest:

Kim M. Barnes, City Clerk

Approved for form, legal sufficiency

Hayward Dykes, Jr., City Attorney

RESOLUTION
NO. 17-23

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, OPPOSING OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING

WHEREAS, the United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration, including risky methods such as seismic airgun blasting; and,

WHEREAS, seismic airguns fire intense blasts of compressed air, one of the loudest manmade sounds in the ocean, every 10-12 seconds for days, weeks, or months on end; and,

WHEREAS, seismic airgun noise has been shown to harm and injure dolphins, whales, endangered sea turtles, fish, and other marine life; and,

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of oil spills and chronic leakage; and,

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and,

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and,

WHEREAS, the Pensacola City Council recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and,

WHEREAS, the Pensacola City Council endeavors to be a good steward of the state and region's environment and its resources; and,

WHEREAS, exploration and development of oil and gas resources off the coast of Florida will not effectively address the long-term energy needs of our country; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Offshore oil and gas drilling and exploration, including seismic airgun blasting, will put Florida's environment, beaches, marine resources and local economies at risk; therefore the Council expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

SECTION 2. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: May 11, 2017

Approved: _____
President of City Council

Attest:

_____
City Clerk

fhba FLORIDA HOME BUILDERS ASSOCIATION

EXECUTIVE BOARD

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Jeremy Stewart

PAST PRESIDENT
Doug Liles

1st VICE PRESIDENT
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TREASURER
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BIA
THE BUILDING INDUSTRY ASSOCIATION
OF OKALOOSA & WALTON COUNTIES, INC.

April 22, 2020

Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski:

The Building Industry Association of Okaloosa - Walton County, Florida wishes to express our strong desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While energy independence is a worthy objective, drilling and exploratory activities in the eastern Gulf of Mexico threatens both our nation's security and, with more than 78,000 local jobs tied to the defense sector, our county's economy.

It is widely recognized that the Gulf Range is a national treasure, unable to be replicated anywhere else in the continental United States. These sentiments were confirmed when, in a May 09, 2018 letter, the Under Secretary of Defense wrote:

"*The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy.*"

Similarly, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states:

"*The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities.*"

While drilling advocates have cited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

Jeremy Stewart
President

Alan Baggett
Executive Vice President

CC:
Senator Jack Reed, Senator Doug Jones, Senator James Inhofe
Senator Marco Rubio, Senator Rick Scott

NAHB

fhba FLORIDA HOME BUILDERS ASSOCIATION

EXECUTIVE BOARD

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1st VICE PRESIDENT
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TREASURER
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SECRETARY
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Marion Ruckel Skalicky
Jeremy Stewart
Scott Wagner

NAHB

THE BUILDING INDUSTRY ASSOCIATION
OF OKALOOSA & WALTON COUNTIES, INC.

A resolution of the Building Industry Association of Okaloosa – Walton Counties, Inc. (BIA) pledging protection of the eastern Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, the BIA is the organization representing the construction industry in Okaloosa and Walton Counties.

WHEREAS, the 2015 Florida Defense Handbook reported the annual economic impact of the military presence in Santa Rosa, Okaloosa and Walton Counties exceeded $10,007,000,000; accounting for more than 85,000 jobs in the three counties.

WHEREAS, Eglin's Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. Since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training preparing to defend our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, the Joint Gulf Range Complex is taking on even greater importance and threats for our nation's security as a result of technology advancements. Test and training ranges take on even greater significance as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of our future military readiness.

NOW, THEREFORE, be it resolved by the BIA that:

The BIA supports the Joint Gulf Range Complex and operating areas thereby sustaining the nation's military superiority. The BIA opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The BIA supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The BIA requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 16 day of February 2017.

APPROVED BY:

Terry Hymel

Terry Hymel
2017 BIA President

WITNESSED BY:

Alan Baggett

Alan Baggett
Execuitve Vice President

1980 LEWIS TURNER BOULEVARD ~ FORT WALTON BEACH, FL 32547 ~ (850) 863-5107 ~ FAX (850) 864-2037
TERRY HYMEL, 2017 PRESIDENT WWW.BIAOW.ORG ALAN BAGGETT, EXECUTIVE VICE PRESIDENT

Crestview
AREA CHAMBER

July 2, 2020

Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator

As the Chairman of the Crestview Area Chamber of Commerce, located in Okaloosa County, Florida I speak for our Board of Directors when I say we strongly express our desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While there can be agreement that energy independence is important, drilling and exploratory activities in the eastern Gulf of Mexico threatens our national security. This area is a military range essential to our military's success and critically important to delivering the required capabilities to our men & women deployed overseas. The Eastern Gulf Test & Training Range (EGTTR) connects test & training capabilities from NW Florida to Key West and is utilized by Eglin AFB, Tyndall AFB, other military branches, installations, government agencies, and private companies.

In a May 09, 2018 letter, the Under Secretary of Defense wrote "The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy." In addition, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states, "The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities."

The EGOMEX has long been recognized as a key location to train our warfighters, and to test the newest weapons, munitions, and armaments for all military services and many of our allies. The need to protect this national asset was formally codified into Public Law 109-432 on December 20, 2006 with signing of the Gulf of Mexico Energy Security Act of 2006 (GOMESA 2006); thus creating the Military Mission Line encroachment buffering moratorium..

While drilling advocates have sited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. The state of Florida offers $95 billion and 914,787 jobs! That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We/I respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

Ryan Price: _____
Chairman of the Board

CC:

Senator Jack Reed
Ranking Member, SASC
728 Hart Senate Office Building
Washington, DC 20510

Senator Doug Jones
Member, SASC
330 Hart Senate Office Building
Washington, DC 20510

Senator James Inhofe
Chairman, SASC
205 Russell Senate Office Bldg
Washington, DC 20510

Senator Marco Rubio
284 Russell Senate Office Building
Washington, DC 20510

Senator Rick Scott
716 Hart Senate Office Building
Washington, DC 20510

Crestview
AREA CHAMBER

A resolution of the Crestview Area Chamber of Commerce, pledging protection of the eastern Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, the Crestview Area Chamber of Commerce is the community's largest Networking Business Organization.

WHEREAS, the 2015 Florida Defense Handbook reported the annual economic impact of the military presence in Santa Rosa, Okaloosa and Walton Counties exceeded $10,007,000,000; accounting for more than 85,000 jobs in the three counties.

WHEREAS, Eglin's Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. Since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training preparing to defend our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, the Joint Gulf Range Complex is taking on even greater importance and threats for our nation's security as a result of technology advancements. Test and training ranges take on even greater significance as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of our future military readiness.

NOW, THEREFORE, be it resolved by the Crestview Area Chamber of Commerce that:

The Crestview Area Chamber of Commerce supports the Joint Gulf Range Complex and operating areas thereby sustaining the nation's military superiority. The Crestview Area Chamber of Commerce opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The Crestview Area Chamber of Commerce supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The Crestview Area Chamber of Commerce requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 23rd day of February 2017.

APPROVED BY:

Name Valerie Lott
Title President & CEO

WITNESSED BY:

Name Richard Harless
Title Board Member

THE DEFENSE SUPPORT INITIATIVES
Okaloosa—Santa Rosa—Walton Counties

January 16, 2020

Senator James Inhofe
Chairman, Senate Armed Services Committee
205 Russel Senate Office Building
Washington, DC 20510

Re: Military Mission Line

Dear Senator Inhofe

On behalf of the tri-county Defense Support Initiatives Committee representing community and business leaders, retired military personnel and Military Affairs Committees, we strongly express our desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While there can be agreement that energy independence is important, the critical questions are How and Where? Drilling and exploratory activities in the eastern Gulf of Mexico threatens our national security. This area is a military range essential to our military's success and critically important to delivering the required capabilities to our men & women deployed overseas. The Eastern Gulf Test & Training Range (EGTTR) connects test & training capabilities from NW Florida to Key West and is utilized by Eglin AFB, Tyndall AFB, other military branches, installations, government agencies, and private companies.

In a May 09, 2018 letter, the Under Secretary of Defense wrote "The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy." In addition, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states, "The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD a comparable combination of air space, water space, and existing infrastructure to support military activities."

The EGOMEX has long been recognized as a key location to train our warfighters, and to test the newest weapons, munitions, and armaments for all military services and many of our allies. Protection of this national asset was formally codified into Public Law 109-432 on December 20, 2006 with the Gulf of Mexico Energy Security Act of 2006 (GOMESA 2006); thus creating the Military Mission Line encroachment buffering moratorium.

While drilling advocates have sited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 Billion annually and over 78,000 jobs. The state of Florida offers $95 Billion and 914,787 jobs! That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Sincerely,

Robert Marinan, Lt Col USAF (Ret)
Chairman

Kay Rasmussen, CEcD
Manager

CC: Senator Jack Reed
Senator Rick Scott
Senator Marco Rubio
Senator Doug Jones

DEFENSE SUPPORT INITIATIVES COMMITTEE
OKALOOSA, SANTA ROSA AND WALTON COUNTIES

A resolution of the Defense Support Initiatives committee supporting sustainment of the federally protected Military Mission Line, and opposing any offshore drilling activities, or wind turbine infrastructure in the Eastern Gulf Test & Training Range.

WHEREAS, the Defense Support Initiatives (DSI) sponsored by the Economic Development Council of Okaloosa County, DBA One Okaloosa EDC, is recognized as the lead military issues advocacy group representing Santa Rosa, Okaloosa and Walton Counties. These three counties serve as home for NAS Whiting Field, Eglin AFB, Hurlburt Field, and Duke Field hosting multiple joint service units and missions.

WHEREAS, the Eastern Gulf Test & Training Range is identified by the Department of Defense as a national security asset for test and training missions. Multi-service test and training activities are conducted in the EGTTR, the largest test and training area in the nation, offering unique features that cannot be replicated anywhere in the United States.

WHEREAS, since 1983 Federal policies have protected the Eastern Gulf of Mexico providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration east of the line. This mandated Military Mission Line (86°-41') prevents encroachment on military activities allowing for real-time testing and training of advanced weapons systems for our national security.

WHEREAS, wind turbines, drilling structures and any activities incompatible with military missions east of the MML would negatively impact our military's readiness and compromise our nation's military superiority. The full-spectrum readiness role the range provides is critical and needs to be protected with encroachment mitigation allowing for enhanced test and training capabilities well into the future.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THEREFORE, be it resolved by the Defense Support Initiatives Committee that:

The DSI opposes degrading the military usefulness of the Eastern Gulf Test & Training Range. The DSI maintains its official position established in 2009 and opposes any activity east of the Military Mission Line that would negatively impact the military's utilization of the Gulf Range; to include oil exploration, drilling, infrastructure and related activities

The DSI supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The DSI requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 30th day of August, 2021.

APPROVED BY:

Robert Marinan, Lt Col USAF Ret
DSI Chairman

WITNESSED BY:

Kay Rasmussen, CEcD
DSI Manager

Post Office Box 4097, Fort Walton Beach, FL 32549
850-362-6467, www.oneokaloosa.org

Destin
CHAMBER

Advocating for Businesses – Strengthening our Community

RESOLUTION 2017 – 02

A RESOLUTION OF THE DESTIN CHAMBER OF COMMERCE BOARD OF DIRECTORS IN OPPOSITION TO OFFSHORE DRILLING IN THE GULF OF MEXICO AS IT RELATES TO THE PROTECTION OF THE BEACHES, TOURISM AND THE MILITARY MISSION LINE.

WHEREAS, the Destin Chamber of Commerce is a business organization representing approximately 950 members in the Destin area; and

WHEREAS, the Destin Chamber of Commerce is fully cognizant of the need to explore for new energy sources; and

WHEREAS, the preservation and conservation of its natural resources is critical to Northwest Florida's environment and economic future; and

WHEREAS, the Destin area is largely dependent upon the tourism industry, making our natural resources, our beaches and the Gulf of Mexico vital to our economy; and

WHEREAS, the Destin Chamber understands the importance of the local military bases to the defense and protection of our nation; and

WHEREAS, since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86o-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training for our national security; and

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality; and

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THERFORE BE IT RESOLVED that the Destin Chamber Board of Directors opposes offshore drilling in the Gulf of Mexico so that we may preserve and protect our tourism industry and the MML for military training purposes that protect the United States of America.

SO RESOLVED THIS 24th DAY OF JANUARY 2017.

BY: Lockwood Wernet
Lockwood Wernet
Chairman of the Board

ATTEST:

Shane A. Moody, FCCP, CCE
President and CEO

Economic Development Council
of Okaloosa County, Florida

April 17, 2020

Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski:

The Economic Development Council of Okaloosa County, Florida wishes to express our strong desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While energy independence is a worthy objective, drilling and exploratory activities in the eastern Gulf of Mexico threatens both our nation's security and, with more than 78,000 local jobs tied to the defense sector, our county's economy.

It is widely recognized that the Gulf Range is a national treasure, unable to be replicated anywhere else in the continental United States. These sentiments were confirmed when, in a May 09, 2018 letter, the Under Secretary of Defense wrote:

"*The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy*."

Similarly, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states:

"*The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities.*"

While drilling advocates have cited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

Katie Sharon
Chair

Nathan Spark, CEcD
Executive Director

CC:

Senator Jack Reed, Senator Doug Jones, Senator James Inhofe
Senator Marco Rubio, Senator Rick Scott

Economic Development Council
of Okaloosa County, Florida

A resolution of the Economic Development Council of Okaloosa County pledging protection of the eastern Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, the Economic Development Council is the community's primary organization tasked with improving the area's economy through the attraction and retention of new, diversified employment opportunities and capital investments.

WHEREAS, the 2015 Florida Defense Handbook reported the annual economic impact of the military presence in Santa Rosa, Okaloosa and Walton Counties exceeded $10,007,000,000; accounting for more than 85,000 jobs in the three counties. Okaloosa tops $8.8 Billion with over 72,000 jobs alone.

WHEREAS, Eglin's Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. Since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training in preparation to defend our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, the Joint Gulf Range Complex is taking on even greater importance and threats as a result of technological advancements. Test and training ranges take on even greater significance as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of our future military readiness.

NOW, THEREFORE, be it resolved by the Economic Development Council that:

The EDC supports the Joint Gulf Range Complex and operating areas thereby sustaining the nation's military superiority. The EDC opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The EDC supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The EDC respectfully requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 17 day of February 2017.

APPROVED BY:

Kelly Murphy-Redd, CEcD
Chairman

WITNESSED BY:

Nathan Sparks, CEcD
Executive Director

P.O. Box 4097, Fort Walton Beach, FL 32549
(850) 362-6457 (800) 995-7374 toll-free www.florida-edc.org

EGLIN FEDERAL CREDIT UNION

838 Eglin Parkway NE • Ft. Walton Beach, FL 32547-2781
850.862.0111 www.eglinfcu.org

JERRY B. WILLIAMS
PRESIDENT/CEO

January 16, 2020
Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator:

As President/CEO a federally-chartered credit union located in Okaloosa County, Florida, that serves Eglin Air Force Base and the surrounding military installations, I strongly express my desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While there can be agreement that energy independence is important, the critical questions are How and Where? Drilling and exploratory activities in the eastern Gulf of Mexico threatens our national security. This area is a military range essential to our military's success and critically important to delivering the required capabilities to our men & women deployed overseas. The Eastern Gulf Test & Training Range (EGTTR) connects test & training capabilities from NW Florida to Key West and is utilized by Eglin AFB, Tyndall AFB, other military branches, installations, government agencies, and private companies.

In a May 09, 2018 letter, the Under Secretary of Defense wrote "The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy." In addition, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states, "The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities."

The EGOMEX has long been recognized as a key location to train our warfighters, and to test the newest weapons, munitions, and armaments for all military services and many of our allies. The need to protect this national asset was formally codified into Public Law 109-432 on December 20, 2006 with signing of the Gulf of Mexico Energy Security Act of 2006 (GOMESA 2006); thus creating the Military Mission Line encroachment buffering moratorium..

While drilling advocates have sited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. The state of Florida offers $95 billion and 914,787 jobs! That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We/I respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

Jerry B. Williams

CC: Senator Jack Reed
Senator Marco Rubio
Senator Doug Jones
Senator Rick Scott
Senator James Inhofe

EMERALD COAST ASSOCIATION OF REALTORS®

REALTOR®

10 Hollywood Blvd., S.E. ~ Fort Walton Beach, FL 32548 ~ Phone: 850.243.6145 ~ Fax: 850.243.6147

A resolution of the Emerald Coast Association of REALTORS® is opposing any oil drilling or exploration in the Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, the Emerald Coast Association of REALTORS® (ECAR) is to assist the members in achieving an exemplary level of professionalism, integrity, and fair business practice and providing its members with the best available education, products, and services they need to succeed. To protect private property rights, influence legislation, and to be recognized as involved citizens of the community.

WHEREAS, housing Eglin Air Force Base and Hurlburt Field, the military economic impact in Okaloosa County topped $8.8 Billion in 2015 and provided over 72,000 jobs. The Eglin Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. With technology advancements, the Joint Gulf Range Complex is taking on even greater importance for our nation's security.

WHEREAS, since 1983 the federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86 degrees -41') protects the military Joint Gulf Range Complex allowing for the real-time testing and training for our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THEREFORE, be it resolved by the Emerald Coast Association of REALTORS® that:

ECAR opposes degrading the military usefulness of the Joint Gulf Range Complex and operating areas thereby reducing the nation's military superiority. ECAR opposes any oil exploration, drilling, or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

ECAR supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. ECAR requests Legislators extended protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 16th day of February 2017.

APPROVED BY: WITNESSED BY:

Terry Pilcher
President
Emerald Coast Association of REALTORS®

A. Keith Dean, CPA
Chief Executive Officer
Emerald Coast Association of REALTORS®

EMERALD COAST MILITARY AFFAIRS COUNCIL
P.O. Box 116, Fort Walton Beach, FL 32549-0116

May 1, 2020

Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski:

The Emerald Coast Military Affairs Council wishes to express our strong desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While energy independence is a worthy objective, drilling and exploratory activities in the eastern Gulf of Mexico threatens both our nation's security and, with more than 78,000 local jobs tied to the defense sector, our county's economy. It is widely recognized that the Gulf Range is a national treasure, unable to be replicated anywhere else in the continental United States. These sentiments were confirmed when, in a May 09, 2018 letter, the Under Secretary of Defense wrote:

"*The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy.*"

Similarly, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states:

"*The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities.*"

While drilling advocates have cited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

SAMUEL B. BURKETT, III
Chairman

CC: Senator Jack Reed, Senator Doug Jones, Senator James Inhofe, Senator Marco Rubio, Senator Rick Scott, Senator Martha McSally, Senator Cory Gardner, Senator John Hoeven, Senator Cindy Hyde-Smith, Senator Joe Manchin III, Senator Ron Wyden, Senator Mazie K. Hirono, Senator Martin Heinrich, Senator Angus King

EMERALD COAST MILITARY AFFAIRS COUNCIL

P.O. Box 116, Fort Walton Beach, FL 32549-0116

A resolution of the Emerald Coast Military Affairs Council, opposing any oil drilling or exploration in the Joint Gulf Range Complex and sustainment of the federally protected Military Mission Line.

WHEREAS, the Emerald Coast Military Affairs Council (EC MAC), a nationally recognized, independent tri-county military support organization, which is focused on maintaining a quality environment for the many military personnel and their families, along with preserving the crucial national defense capabilities the area offers for the multiple military missions. These three counties of Santa Rosa, Okaloosa, and Walton serve as home for NAS Whiting Field, Eglin AFB, Hurlburt Field, and Duke Field, hosting multiple joint service units and missions.

WHEREAS, the Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for test and training missions. Multi-service test and training activities are conducted in the Joint Gulf Range, the largest test and training area in the nation, offering unique features that cannot be replicated anywhere in the United States. With technology advancements, the Joint Gulf Range Complex is taking on even greater importance for our nation's security.

WHEREAS, since 1983, federal policies have protected the Eastern Gulf of Mexico, providing a buffer zone, now defined by the Military Mission Line (MML), established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex, allowing for real-time testing and training of advanced weapon systems for our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, and compromise our nation's military superiority. The critical role our ranges play in providing full-spectrum readiness is critical and needs to be protected with encroachment mitigation, allowing for enhanced test and training capabilities well into the future.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THEREFORE, be it resolved by the Emerald Coast Military Affairs Council that:

The EC MAC opposes degrading the military usefulness of the Joint Gulf Range Complex and operating areas reducing the nation's military superiority. The EC MAC maintains its official position established in 2009 and opposes any oil exploration, drilling, or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The EC MAC supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The EC MAC requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA), to permanently enact the moratorium.

ADOPTED on the 23rd day of September 2019.

APPROVED BY:

C. H. LONG
Chairman

WITNESSED BY:

SHIRLEY J. PIGOTT
Director of Administration

ERA American REAL ESTATE

April 24, 2020

Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski:

ERA American Real Estate wishes to express our strong desire to protect the Eastern Gulf Test & Training Range from drilling and related activities. While energy independence is a worthy objective, drilling and exploratory activities in the eastern Gulf of Mexico threatens both our nation's security and, with more than 78,000 local jobs tied to the defense sector, our county's economy.

It is widely recognized that the Gulf Range is a national treasure, unable to be replicated anywhere else in the continental United States. These sentiments were confirmed when, in a May 9,2018 letter, the Under Secretary of Defense wrote:

"*The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy*."

Similarly, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states:

"*The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities*."

While drilling advocates have cited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

Gloria K Frazier

Broker/President

CC:

Senator Jack Reed, Senator Doug Jones, Senator James Inhofe, Senator Steve Daines
Senator Marco Rubio, Senator Rick Scott, Senator Cory Gardner

4 9th Ave, Shalimar, FL 32579
888.651.7039

FLORIDA'S Great Northwest

A resolution of Florida's Great Northwest pledging protection of the eastern Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, Florida's Great Northwest serves a 12-county region which is home to six military installations including Eglin Air Force Base. These six installations account for tens of thousands of jobs providing direct economic benefit to countless northwest Florida businesses and citizens.

WHEREAS, Eglin's Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. Since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training preparing to defend our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, the Joint Gulf Range Complex is taking on even greater importance and threats for our nation's security as a result of technology advancements. Test and training ranges take on even greater significance as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of our future military readiness.

NOW, THEREFORE, be it resolved by Florida's Great Northwest that:

Florida's Great Northwest supports the Joint Gulf Range Complex and operating areas thereby sustaining the nation's military superiority. Florida's Great Northwest opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

Florida's Great Northwest supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. Florida's Great Northwest respectfully requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 28 day of February 2017.

APPROVED BY:

Rick Byars
Chairman

WITNESSED BY:

Kim Wilmes
CEO

GREATER FORT WALTON BEACH CHAMBER OF COMMERCE

34 Miracle Strip Parkway, S.E. • P.O. Box 640
Fort Walton Beach, FL 32549
Office: 850-244-8191 • Fax: 850-244-1935
www.fwbchamber.com

"Taking Charrrge!"

RESOLUTION 19-01

A RESOLUTION TO EXPRESS THE GREATER FORT WALTON BEACH CHAMBER OF COMMERCE BOARD OF DIRECTORS OPPOSITION TO OFFSHORE OIL DRILLING AND EXPLORATION ACTIVITIES IN THE GULF OF MEXICO.

WHEREAS, the United States government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration; and,

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of an oil spills and chronic leakage; and,

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which would harm the character of the coast; and,

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations on Florida's Coasts, which are of intrinsic economic value for numerous industries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and,

WHEREAS, the Greater Fort Walton Beach Chamber of Commerce recognizes that the tourism and fishing industries, which depend on a healthy and vibrant coastal environment, both serve as major economic drivers benefiting the current and future residents, property owners, and visitors to Florida; and,

WHEREAS, the Greater Fort Walton Beach Chamber of Commerce understands the importance of the local military bases to the defense and protection of our nation; and

WHEREAS, the Greater Fort Walton Beach Chamber of Commerce endeavors to be a good steward of the state and region's environment and its resources; and,

WHEREAS, exploration and development of oil and gas resources off the coast of Florida and will not effectively address the long-term energy needs of our country.

NOW THEREFORE, BE IT RESOLVED THIS 27TH DAY OF JUNE 2019 BY THE GREATER FORT WALTON BEACH CHAMBER OF COMMERCE THAT:

Offshore oil and gas drilling and exploration will put Florida's environment, beaches, marine resources and local economies at risk; therefore the Board of Directors expresses its opposition to these activities and urges the federal government not to pursue such practices off Florida's coast.

Signed _____ Date: 6.24.19
Matt Turpin, 2019 Chair of the Board

Attest: _____
Ted Corcoran, President/CEO

Matt Turpin
2019 Chair of the Board
Bank of England Mortgage

Vince Mayfield
2020 Chair-Elect
Bit-Wizards

Bill Roberts
Immediate Past Chair
Barnes Insurance and Financial Services

Stephen Perkins
Treasurer
Warren Averett, LLC

Heather Ruiz
Section Chair – Professional Development
Destin Commons

Mark Hamrick
Section Chair – Community
Center Line Associates

Jason Floyd
Section Chair – Special Events
JDF Architecture, LLC

Steve Baxter
Section Chair – Business to Business
Steve Baxter Insurance

Oxana Solovieva
Section Chair – Networking
OxanaSol Commercial Real Estate

2019 Board of Directors:
Barbara Britt
Bruce Marshall*
C LeDon Anchors*
Cliff Long*
Daniel "Gus" Gusoff
David Presnell
Diane Fraser
Donna Tashik
Eddie Springle
Jeanne Rief*
Joyce Sanders*
Kathy Houchins*
Kim Denman
Leslie Moland
Lisa Curry
Lisa Jo Spencer*
Melissa Allegretto
Olen Holston
Patricia Payne
Paul Stinebiser
Tracy Stage
Vicki Tarro
*Life Director

2019 Sponsors

KEY WEST CHAMBER OF COMMERCE

510 GREENE STREET 1st FLOOR • KEY WEST, FL 33040 • 305.294.2587 • FAX 305.294.7806 • WWW.KEYWESTCHAMBER.ORG

A RESOLUTION OF THE GREATER KEY WEST CHAMBER OF COMMERCE OF KEY WEST, FLORIDA, EXPRESSING OPPOSITION TO THE OFFSHORE OIL AND GAS DRILLING AND EXPLORATION, INLCUDING SEISMIC AIRGUN BLASTING.

WHEREAS, the federal government has expressed interest in opening the Atlantic Ocean and Eastern Gulf of Mexico to offshore oil and gas development and exploration, including controversial methods such as seismic airgun blasting; and

WHEREAS, seismic airguns fire intense blasts of compressed air, one of the loudest manmade sounds in the ocean at 200-230 decibels, every 10 seconds, 24 hours a day for weeks to months at a time, causing environmental disturbances that could prove harmful or injure and kill dolphins, whales, endangered sea turtles, fish, and other marine life; and

WHEREAS, the full impact of seismic airgun blasting and offshore drilling are not yet fully understood by scientists, the oil and gas industry, or the federal government, and

WHEREAS, exploratory and commercial drilling, extraction and transportation of offshore oil and gas resources pose a significant risk of an oil spill and leakage, threatening Florida's environment, beaches, marine resources, and local economies; and

WHEREAS, offshore drilling activities pose threats to the Gulf of Mexico, the Atlantic Ocean, economically important fisheries, and every eco-system throughout the Florida Keys; and

WHEREAS, the Greater Key West Chamber of Commerce recommends that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy such as solar and wind, that pose less risk to the coastal environment and economic health, before using uncertain methods of seismic airgun blasting for offshore oil and gas deposits.

WHEREAS, the waters of the Gulf of Mexico and South Atlantic support 70,000 jobs in the Florida Keys, and generate about $4.4 billion in revenue through fisheries, tourism, and related industries, which could be damaged irreparably by one drilling disaster, and

NOW, THREFORE, BE IT RESOLVED BY THE GREATER KEY WEST CHAMBER OF COMMERCE OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: The membership of the Greater Key West Chamber of Commerce unanimously opposes offshore oil and gas drilling and exploration, including seismic airgun blasting, which will put Florida's beaches, marine resources and local economies at risk, and urges the Federal Government not to pursue such practices off Florida's coast.

Section2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of President and Executive Vice President of the Greater Key West Chamber of Commerce.

PASSED AND ADOPTED ON THIS 10th DAY OF OCTOBER, 2018

Suzanne Moore

President, Suzanne Moore

Executive V.P., Virginia A. Panico, CCE

NAVARRE AREA
CHAMBER OF COMMERCE

A resolution of the Greater Navarre Area Chamber of Commerce opposing any oil drilling or exploration in the Joint Gulf Range Complex and sustainment of the federally protected Military Mission Line.

WHEREAS, the Greater Navarre Area Chamber of Commerce (GNACOC) serves the Navarre Florida community in Santa Rosa County, Florida and supports the community-based military and defense support organizations from Santa Rosa, Okaloosa and Walton Counties. These three counties serve as home for NAS Whiting Field, Eglin AFB, Hurlburt Field, and Duke Field hosting multiple joint service units and missions.

WHEREAS, the Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for test and training missions. Multi-service test and training activities are conducted in the Joint Gulf Range, the largest test and training area in the nation, offering unique features that cannot be replicated anywhere in the United States. With technology advancements, the Joint Gulf Range Complex is taking on even greater importance for our nation's security.

WHEREAS, since 1983 federal policies have protected the Eastern Gulf of Mexico providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training of advanced weapons systems for our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness and compromise our nation's military superiority. The critical role our ranges play in providing full-spectrum readiness is critical and needs to be protected with encroachment mitigation allowing for enhanced test and training capabilities well into the future.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THEREFORE, be it resolved by the Greater Navarre Area Chamber of Commerce that:

The GNACOC opposes degrading the military usefulness of the Joint Gulf Range Complex and operating areas reducing the nation's military superiority. The GNACOC opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The GNACOC supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The GNACOC requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 13 day of March 2017.

Jon Kagan
Chairman of the Board

Tony Alexander
President/CEO

8668 Navarre Parkway #120, Navarre FL 32566 // (850) 463-8954 // www.greaternavarrechamber.com

Navarre Beach Area Chamber of Commerce
8543 Navarre Parkway, Navarre FL 32566 – (850) 939-3267
www.navarrechamber.com

A RESOLUTION OF THE NAVARRE BEACH AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS IN OPPOSITION OF OFFSHORE DRILLING IN THE GULF OF MEXICO AS IT RELATES TO THE PROTECTION OF THE BEACHES, TOURISM AND THE MILITARY MISSION LINE.

WHEREAS, the Navarre Beach Area Chamber of Commerce is a business organization representing approximately 451 members in the Navarre area; and

WHEREAS, the preservation and conservation of its natural resources is critical to Northwest Florida's environment and economic future; and

WHEREAS, the Navarre Beach area is largely dependent upon the tourism industry, making our natural resources, our beaches and the Gulf of Mexico vital to our economy; and

WHEREAS, the Navarre Beach Area Chamber of Commerce understands the importance of the local military bases: NAS Whiting Field, Hurlburt Field, Eglin AFB, and Duke Field, to the defense and protection of our nation; and

WHEREAS, since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86o-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training for our national security; and

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality; and

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THERFORE BE IT RESOLVED that the Navarre Beach Area Chamber Board of Directors opposes offshore drilling in the Gulf of Mexico so that we may preserve and protect our tourism industry and the MML for military training purposes that protect the United States of America.

The Navarre Beach Area Chamber of Commerce supports the continued enforcement of the MML beyond the existing 2022 Moratorium in order to ensure our military readiness and training capabilities are not compromised. The Navarre Beach Area Chamber of Commerce requests legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA), to permanently enact the moratorium.

SO RESOLVED THIS 1st DAY of MARCH 2017.

BY:

Mike Sandler
Chairman of the Board

ATTEST:

Judy Morehead
President/CEO

Navarre Beach Area Chamber of Commerce
Military Affairs Council
8543 Navarre Parkway
Navarre, FL 32566
850-939-3267

A RESOLUTION OF THE NAVARRE BEACH AREA CHAMBER OF COMMERCE (NBACOC) MILITARY AFFAIRS COMMITTEE IN OPPOSITION OF OFFSHORE DRILLING IN THE GULF OF MEXICO AS IT RELATES TO THE PROTECTION OF THE BEACHES, TOURISM AND THE MILITARY MISSION LINE.

WHEREAS, the NBACOC Military Affairs Committee is a military support organization which is focused on maintaining a quality environment for the many active duty and retired military personnel and their families living and working in the Navarre Beach area. These installations include NAS Whiting Field, Hurlburt Field, Eglin AFB, and Duke Field.

WHEREAS, the preservation and conservation of its natural resources is critical to Northwest Florida's environment and economic future; and

WHEREAS, the Navarre Beach area is largely dependent upon the tourism industry, making our natural resources, our beaches and the Gulf of Mexico vital to our economy; and

WHEREAS, since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training for our national security; and

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality; and

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THERF ORE BE IT RESOLVED that the NBACOC Military Affairs Committee opposes offshore drilling in the Gulf of Mexico so that we may preserve and protect our tourism industry and the MML for military training purposes that protect the United States of America.

The NBACOC Military Affairs Committee also supports the continued enforcement of the MML beyond the existing 2022 Moratorium in order to ensure our military readiness and training capabilities are not compromised. The Navarre Beach Area Chamber of Commerce requests legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA), to permanently enact the moratorium.

SO RESOLVED THIS 1ST DAY of MARCH 2017,

BY:

Michele Tucker
Chairperson

ATTEST:

Judy Morehead
President and CEO

Niceville Valparaiso
CHAMBER of COMMERCE

A resolution of the Niceville Valparaiso Chamber of Commerce opposing any oil drilling or exploration in the Joint Gulf Range Complex and sustaining the federally protected Military Mission Line.

WHEREAS, the Niceville Valparaiso Chamber of Commerce serves to represent the interests of businesses in our area protecting and expanding the economic viability of our community; and

WHEREAS, the Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for test and training missions. Multi-service test and training activities are conducted in the Joint Gulf Range, the largest test and training area in the nation, offering unique features that cannot be replicated anywhere in the United States. With technology advancements, the Joint Gulf Range Complex is taking on even greater importance for our nation's security.

WHEREAS, since 1983 federal policies have protected the Eastern Gulf of Mexico providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°- 41') protects the military Joint Gulf Range Complex allowing for real-time testing and training of advanced weapons systems for our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness and compromise our nation's military superiority. The critical role our ranges play in providing full-spectrum readiness is critical and needs to be protected from encroachment, allowing for enhanced test and training capabilities well into the future.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

WHEREAS, the 2015 Florida Defense Handbook reported the annual economic impact of the military presence in Santa Rosa, Okaloosa and Walton Counties exceeded $10,007,000,000: accounting for more than 85,000 jobs in the three counties. Okaloosa tops $8.8 Billion with over 72,000 alone.

NOW, THEREFORE, be it resolved by the Niceville Valparaiso Chamber of Commerce that:

The Niceville Valparaiso Chamber of Commerce opposes degrading the military usefulness of the Joint Gulf Range Complex and operating areas reducing the nation's military superiority. The Niceville Valparaiso Chamber of Commerce maintains its official position established in 2009 and opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The Niceville Valparaiso Chamber of Commerce supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The Niceville Valparaiso Chamber of Commerce requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 22nd day of February 2017.

APPROVED BY:

Jenni Brunson
Chairman of the Board

WITNESSED BY:

Alan Wood
Past Chairman of the Board

Niceville Valparaiso
CHAMBER of COMMERCE

A resolution of the Military Affairs Committee of the Niceville Valparaiso Chamber of Commerce opposing any oil drilling or exploration in the Joint Gulf Range Complex and sustaining the federally protected Military Mission Line.

WHEREAS, the Military Affairs Committee (MAC) of the Niceville Valparaiso Chamber of Commerce represents the business community and serves the area that includes Eglin AFB, Hurlburt Field, and Duke Field.

WHEREAS, the Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for test and training missions. Multi-service test and training activities are conducted in the Joint Gulf Range, the largest test and training area in the nation, offering unique features that cannot be replicated anywhere in the United States. With technology advancements, the Joint Gulf Range Complex is taking on even greater importance for our nation's security.

WHEREAS, since 1983 federal policies have protected the Eastern Gulf of Mexico providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training of advanced weapons systems for our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness and compromise our nation's military superiority. The critical role our ranges play in providing full-spectrum readiness is critical and needs to be protected from encroachment, allowing for enhanced test and training capabilities well into the future.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of future military readiness.

NOW, THEREFORE, be it resolved by the Military Affairs Committee that:

The Military Affairs Committee opposes degrading the military usefulness of the Joint Gulf Range Complex and operating areas reducing the nation's military superiority. The MAC maintains its official position established in 2009 and opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The MAC supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The MAC requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 31st day of January 2017.

APPROVED BY:

Van Fuller
Military Affairs Committee Chairman

WITNESSED BY:

Tricia Brunson
President & CEO, Niceville Valparaiso Chamber of Commerce

SANTA ROSA COUNTY
Chamber of Commerce
AND
TOURIST INFORMATION CENTER

SANTA ROSA COUNTY CHAMBER OF COMMERCE
Resolution

A resolution of the Santa Rosa County Chamber of Commerce opposing any oil drilling or exploration in the Joint Gulf Range and sustainment of the federally protected Military Mission Line.

WHEREAS, the Joint Gulf Range in the eastern Gulf of Mexico is regarded as a national security asset for military test and training missions. This is the largest test and training area in the nation, offering capabilities that cannot be replicated anywhere in the United States.

WHEREAS, federal policies have protected the Eastern Gulf of Mexico providing a buffer zone, now defined by the Military Mission Line (MML : 86 degrees - 41 minutes west) running south from Fort Walton Beach , FL to Key West, FL restricting oil and natural gas drilling and exploration.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities and could negatively impact vital test and training missions.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapons systems and aircraft enter the inventory.

NOW, THEREFORE, be it resolved that:

The Santa Rosa County Chamber of Commerce opposes degrading the usefulness of the Joint Gulf Range and operating areas. The Santa Rosa County Chamber of Commerce opposes any oil exploration, drilling or related activities east of the MML.

The Santa Rosa County Chamber of Commerce supports the continued enforcement of the MML beyond the existing 2022 moratorium.

ADOPTED on the second day of February 2017.

APPROVED BY:

Steve Rhodes

Steve Rhodes, Chairman

850-623-2339 info@srcchamber.com

SANTA ROSA COUNTY MILITARY AFFAIRS COMMITTEE .

A resolution of the Santa Rosa County Military Affairs Committee opposing any oil drilling or exploration in the Joint Gulf Range and sustainment of the federally protected Military Mission Line.

WHEREAS, the Joint Gulf Range in the eastern Gulf of Mexico is regarded as a national security asset for military test and training missions. This is the largest test and training area in the nation, offering capabilities that cannot be replicated anywhere in the United States.

WHEREAS, federal policies have protected the Eastern Gulf of Mexico providing a buffer zone, now defined by the Military Mission Line (MML : 86 degrees - 41 minutes west) running south from Fort Walton Beach , FL to Key West, FL restricting oil and natural gas drilling and exploration.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities and could negatively impact vital test and training missions.

WHEREAS, test and training ranges take on even greater significance to our national security as newer weapons systems and aircraft enter the inventory.

NOW, THEREFORE, be it resolved that:

The MAC opposes degrading the usefulness of the Joint Gulf Range and operating areas. The MAC opposes any oil exploration, drilling or related activities east of the MML.

The MAC supports the continued enforcement of the MML beyond the existing 2022 moratorium.

ADOPTED on the 1st day of February 2017.

APPROVED BY:

Don Salter

Don Salter , Chairman

Technology Coast Manufacturing and Engineering Network

April 29, 2020

Senator Lisa Murkowski
Chairman, Senate Energy & Natural Resources
522 Hart Senate Office Building
Washington, DC 20510

Dear Senator Murkowski,

The Technology Coast Manufacturing and Engineering Network, TeCMEN, is the premier business advocate and industry cluster for STEM industries sectors in the Northwest Florida region. TeCMEN is comprised of approximately 55 STEM-based enterprises providing comprehensive engineering, manufacturing and technical solutions in commercial, manufacturing, defense and aviation market sectors locally, regionally, and in the competitive global marketplace.

TeCMEN strongly supports protecting the Eastern Gulf Test & Training Range from drilling and related activities. Drilling and exploratory activities in the eastern Gulf of Mexico threatens our national security and the vitality of the defense contractors providing critical services to our military installations. The eastern Gulf is a military range essential to our military's success and critically important to delivering the required capabilities to our men & women deployed overseas. The Eastern Gulf Test & Training Range (EGTTR) connects test & training capabilities from NW Florida to Key West and is utilized by Eglin AFB, Tyndall AFB, other military branches, installations, government agencies, and private companies.

The EGTTR has long been recognized as a key location to train our warfighters, and to test the newest weapons, munitions, and armaments for all military services and many of our allies. In a May 09, 2018 letter, the Under Secretary of Defense wrote "The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members; hence it is a vital component to harnessing the power of the advanced technologies required to support our National Defense Strategy." In addition, a May 2018 Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) states, "The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD (Department of Defense) a comparable combination of air space, water space, and existing infrastructure to support military activities."

While drilling advocates have sited a potential economic impact resulting from drilling activities in the eastern Gulf as near 56,000 jobs and $2.6 billion in annual revenue; the resultant loss would be much greater. The January 2020 Florida Defense Factbook sites Eglin Air Force Base in NW Florida as providing an impact of over $9 billion annually and over 78,000 jobs. The state of Florida offers $95 billion and 914,787 jobs! That economic impact would be at risk, not to mention our national security, if drilling and related exploratory activities were allowed in the EGOMEX military training range.

Oil drilling structures and associated exploratory activities east of the MML have been identified as being incompatible with military activities, would negatively impact our military's readiness and compromise our nation's military superiority. We respectfully request your support in continuing to protect this American asset by passing Senate Bill 13, Florida Shores Protection and Fairness Act.

Respectfully,

David Haines, TeCMEN Chairman
President, Precision Measurement Inc.

CC: Senator Jack Reed, Senator Doug Jones, Senator James Inhofe
Senator Marco Rubio, Senator Rick Scott

WALTON AREA CHAMBER

63 S Centre Trail
Santa Rosa Beach, FL 32459
Phone: (850) 267-0683
Fax: (850) 267-0603

1140 Circle Drive
DeFuniak Springs, FL 32435
Phone: (850) 892-3191
www.waltonareachamber.com

A resolution of the WALTON AREA CHAMBER OF COMMERCE pledging protection of the eastern Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, the WALTON AREA CHAMBER OF COMMERCE is the community's LEADING VOICE OF BUSINESS representing over 800 businesses, venues and resources.

WHEREAS, the 2015 Florida Defense Handbook reported the annual economic impact of the military presence in Santa Rosa, Okaloosa, Walton, Bay and Escambia Counties exceeded $20,000,000,000; accounting for more than 150,000 jobs in the three counties.

WHEREAS, Eglin's Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. Since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86°-41') protects the military Joint Gulf Range Complex allowing for real-time testing and training preparing to defend our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, the Joint Gulf Range Complex is taking on even greater importance and threats for our nation's security as a result of technology advancements. Test and training ranges take on even greater significance as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of our future military readiness.

NOW, THEREFORE, be it resolved by the WALTON AREA CHAMBER OF COMMERCE that:

The WALTON AREA CHAMBER OF COMMERCE supports the Joint Gulf Range Complex and operating areas thereby sustaining the nation's military superiority. The WALTON AREA CHAMBER OF COMMERCE opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The WALTON AREA CHAMBER OF COMMERCE supports the continued enforcement of the MML beyond the existing 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The WALTON AREA CHAMBER OF COMMERCE requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending the current Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to permanently enact the moratorium.

ADOPTED on the 30th day of March 2017.

APPROVED BY:

Megan R Harrison

Name: Megan R Harrison

Title: President and CEO

WITNESSED BY:

Name Nathan Sparks, CEcD

Title Executive Director
Economic Development Council Okaloosa

Walton County Economic Development Alliance

76 North Sixth Street
DeFuniak Springs, FL 32433
Phone (850) 892-4859
Fax (850) 892-8454

A resolution of the Walton County Economic Development Alliance pledging protection of the eastern Joint Gulf Range Complex, and sustainment of the federally protected Military Mission Line.

WHEREAS, The Walton County Economic Development Alliance is the community's chief entity for promoting economic development.

WHEREAS, the 2015 Florida Defense Handbook reported the annual economic impact of the military presence in Walton, Santa Rosa, and Okaloosa counties exceeded $10 billion; accounting for more than 85,000 jobs in the three counties.

WHEREAS, Eglin's Joint Gulf Range Complex in the eastern Gulf of Mexico is regarded as a national security asset for multi-service test and training missions. Since 1983 federal policies have protected the Eastern Gulf of Mexico by providing a buffer zone, now defined by the Military Mission Line (MML) established in 2000, restricting oil and natural gas drilling and exploration. This mandated Military Mission Line (86 deg. 41 min.) protects the military Joint Gulf Range Complex allowing for real-time testing and training preparing to defend our national security.

WHEREAS, drilling structures and associated activities east of the MML would be incompatible with military activities, negatively impact our military's readiness, compromise our nation's military superiority, and threaten our economic vitality.

WHEREAS, the Joint Gulf Range Complex is taking on even greater importance and threats for our nation's security as a result of technology advancements. Test and training ranges take on even greater significance as newer weapon systems and aircraft become more sophisticated and longer-reaching. Current defense ranges need to be sustained and enhanced to meet the growing demands of our future military readiness.

NOW, THEREFORE, be it resolved by the Walton County Economic Development Alliance that:

The Walton County Economic Development Alliance supports the Joint Gulf Range Complex and operating areas thereby sustaining the nation's military superiority. The Walton County Economic Development Alliance opposes any oil exploration, drilling or related activities east of the Military Mission Line that would negatively impact the military's utilization of the Joint Gulf Range Complex for required test and training.

The Walton County Economic Development Alliance supports the continued enforcement of the MML beyond the 2022 moratorium in order to ensure our military readiness and training capabilities are not compromised. The Walton County Economic Development Alliance requests Legislators extend protection of the Eastern Gulf of Mexico and the Military Mission Line beyond 2022 by amending Public Law 109-432, entitled the Gulf of Mexico Energy Security Act of 2006 to permanently enact the moratorium

ADOPTED on the 2nd **day of February 2017.**

APPROVED BY:

Cecilia Jones, Chair

Name / Title

WITNESSED BY:

Exec. Director

Name / Title

DEFENSE SUPPORT INITIATIVES COMMITTEE
OKALOOSA, SANTA ROSA AND WALTON COUNTIES

October 22, 2025

The Honorable Roger Wicker, Chairman
United States Senate Armed Services Committee
Russell Senate Building Room 228
Washington, D.C. 20510

Dear Senator Wicker,

On behalf of the entire tri-county Defense Support Initiatives Committee, which represents community and business leaders, retired military personnel, and Military Affairs Committees across Northwest Florida, we strongly urge your support to protect the Eastern Gulf Test & Training Range (EGTTR) from oil drilling and related energy exploration activities. As the largest military range in the continental United States, the EGTTR is vital to national security. It is used by all branches of the military for critical defense operations, and it provides unparalleled air, water surface, and subsurface training opportunities. The range also plays an essential role in water-to-land transition training and the testing of advanced weapon systems.

Drilling and exploratory activities in the Eastern Gulf would pose significant threats to both our national security and military readiness. As noted in a May 2018 statement from the Under Secretary of Defense: “The eastern Gulf of Mexico continues to be a strategic national asset critical to the lethality of our weapon systems and the readiness of our Service members.” Furthermore, a Pentagon Congressional report (Preserving Military Readiness in the Eastern Gulf of Mexico) underscores that “The EGOMEX (eastern Gulf of Mexico) is an irreplaceable national asset. No other area offers the DoD a comparable combination of air space, water space, and existing infrastructure to support military activities.”

While proponents of drilling cite potential economic benefits, such as 56,000 jobs and $2.6 billion in annual revenue, the defense-related economic impact at risk is far greater. According to the 2020 Florida Defense Factbook, Eglin Air Force Base, in northwest Florida, alone contributes over $9 billion annually and supports over 78,000 jobs. Florida’s defense sector overall contributes $95 billion to the economy and provides nearly 915,000 jobs. These numbers clearly demonstrate the far-reaching economic impact of our military presence, which would be jeopardized by any disruption to military operations in the EGTTR.

Oil drilling and associated exploratory activities are incompatible with the complex and sensitive nature of military training and testing. They would harm military readiness, reduce our ability to maintain military superiority, and risk national security. We respectfully request your unwavering support in securing permanent protections for the Eastern Gulf Test & Training Range, ensuring it remains a safe and viable training and testing area for our military.

Thank you for your consideration and continued leadership on behalf of our national defense.

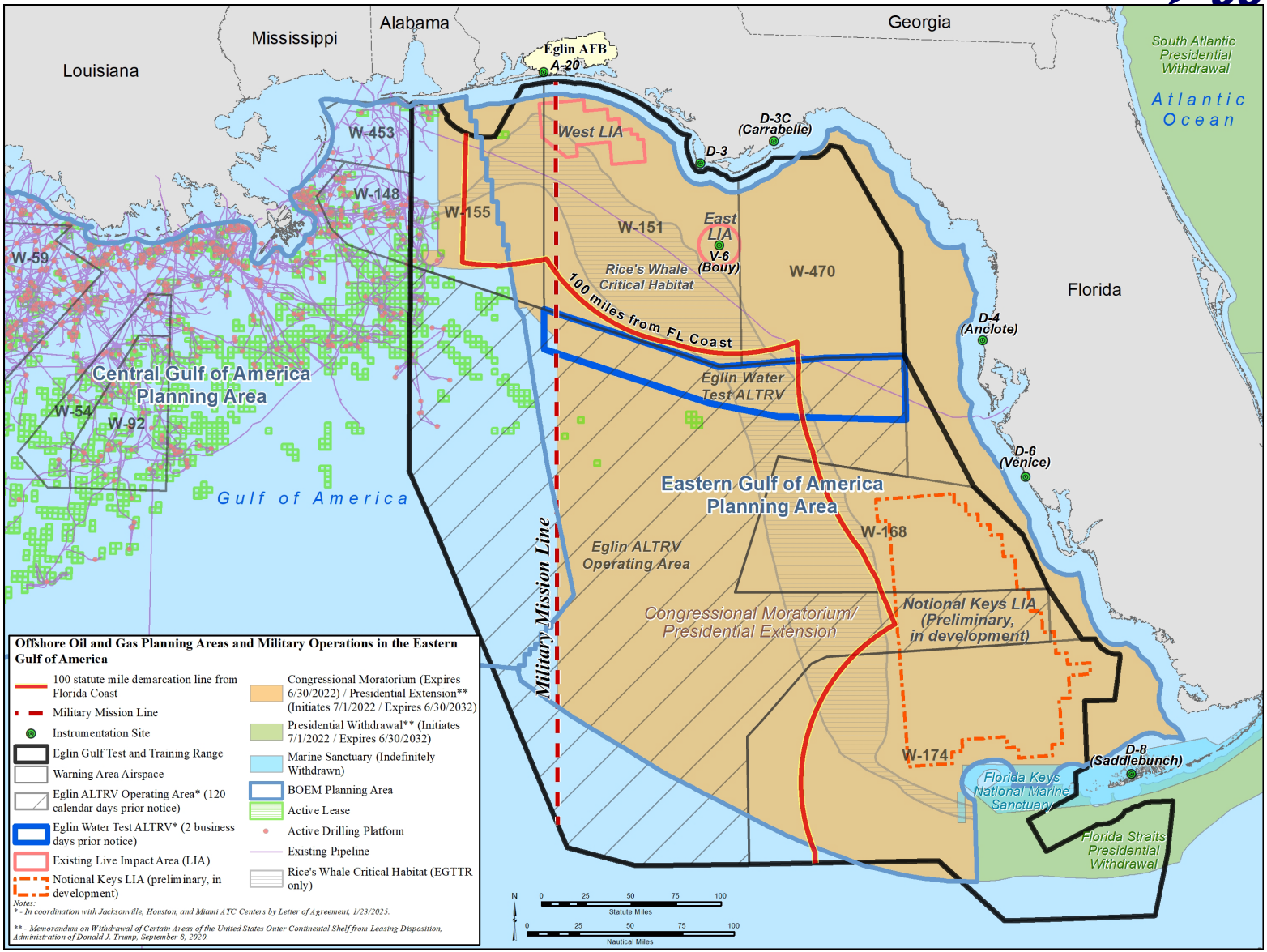
Sincerely,

Garry Haase, Colonel USAF (Ret)
Chairman

Cc: Senator Moody, Senator Scott, Congressman Patronis, Congressman Dunn

EGTTR with 100-Mile Demarcation Line from the Florida Coast

96 TW



ITEM # 2025-1390

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

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

DATE: November 22, 2025

SUBJECT: Annexation Timeline

I. BACKGROUND: On July 8, 2024, City Council voted to "go forward with annexation efforts covering all proposed areas on [sic] the next election cycle (November 2026)" and "for the city to discuss what they can spend [on the] initiative" and to determine the communities' requirements for agreement with annexation.

II. DISCUSSION:

1. Citizen survey completed by January 31, 2026
2. Character study of the area completed by January 31, 2026
3. Feasibility study completed by April 30, 2026
4. Metes and bounds completed by May 31, 2026
5. Feasibility study filed with the BCC by June 10, 2026
6. Written notices to residents/property owners by June 15, 2026
7. Notice (1) of LPA public hearing by June 22, 2026
8. Notice (2) of LPA public hearing by June 27, 2026
9. LPA on July 2, 2026
10. Notice (1) of first city council public hearing by July 10, 2026
11. Notice (2) of first city council public hearing by July 15, 2026
12. City Council 1st reading on July 20, 2026
13. Notice (1) of 2nd city council public hearing by July 24, 2026
14. Notice (2) of 2nd city council public hearing by July 29, 2026
15. City Council 2nd reading on August 3, 2026
16. Supervisor of Elections is notified by August 14, 2026
17. Notice (1) of referendum by October 21, 2026
18. Notice (2) of referendum by October 28, 2026

19. Referendum on November 3, 2026

A. Link to Strategic Goals / Objectives: III Economic Development
1.8 Annexation of unincorporated enclaves
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: Staff will bring the results of the citizen survey to city council for review prior to proceeding with steps 3 through 19.

IV. RECOMMENDED MOTION: N/A

Attachments:

1. Annexation Timeline_112125
2. Annexation Timeline - schedule and map

MEMORANDUM

Community Development

Planning Division

DATE: November 21, 2025

TO: David Prichard, Community Development Director

FROM: Daniel Butler, Principal Planner

SUBJECT: Annexation Timeline

BACKGROUND:

On May 15, 2023, the City Council adopted Resolution 23-07,, which set procedures for annexation of property into the City, both voluntary and involuntary. The City proposed annexing in phases, depending on the option that was chosen (figures 1-3 illustrating these options are attached to this memo). To date, the City has not finalized which option would be utilized for annexation.

DISCUSSION and FINDINGS:

Voluntary annexation is a much quicker process, being that it is initiated by property owner(s) and does not require a referendum vote. To begin this process, the property owner(s) would submit an Annexation application, along with a metes and bounds legal description of the proposed area to be annexed. Staff would then prepare an ordinance (along with the required advertising) to go before City Council for two (2) public hearings. Once adopted, the ordinance would be recorded with the County and State, and any applicable zoning and/or Future Land Use revisions would occur subsequently. The timeline for this process to be completed could be as little as two (2) months.

Involuntary annexation would be considered a more tedious annexation process, provided that this would require a feasibility study that details how the City plans on providing services to the newly annexed areas (if the City provides such services). Once this study has been completed, Staff would draft an ordinance for two (2) public hearings, provided that the metes and bounds legal descriptions have already been obtained. If and when the ordinance has been approved, the City must hold a referendum vote for citizens within that area. This vote must occur at least 30 days but no later than 60 days after the adoption of the ordinance.

If the City is considering pursuing involuntary annexation for properties, below are some milestones that would need to be completed prior to the referendum vote in November 2026, which includes a citizen survey gauging their interest in annexation. This survey is not required per City policy; however, it could provide valuable context of the community's desire to annex into the City limits.

Task	Estimated Duration	Timeline
Conduct citizen survey	2 months	December 2025 – January 2026
Verify that character of area to be annexed meets	2 months	December 2025 – January 2026

the general standards and requirements of s. 171.043 and s. 171.0413 (5)		
Conduct feasibility study	2 months	February – March 2026
Acquire metes and bounds descriptions	3 months	February – April 2026
File copy of feasibility study with board of county commissioners	4 weeks	May 2026
Draft ordinance for review	2 months	May – June 2026
Publish advertising and mail notice to each resident within area of proposed annexation	2 weeks	Mid-June 2026
LPA reading of ordinance	2 weeks	July 2, 2026
Publish advertising and mail notice to each resident within area of proposed annexation	2 weeks	Early July 2026
City Council 1st reading of ordinance	2 weeks	July 20, 2026
Perform advertising	2 weeks	Late July 2026
City Council 2nd reading of ordinance	2 weeks	August 3, 2026
Inform Supervisor of Elections of annexation on ballot	2 weeks	By August 15, 2026
Publish notice of referendum vote at least once each week for 2 weeks immediately preceding the date of referendum vote	2 weeks	Mid – late October 2026
Referendum vote (at least 30 days after ordinance adoption date)	2 weeks	November 3, 2026
Recording via revision of charter boundary and filed with State.	30 days maximum	November 2026

CONCLUSION:
Resolution 23-07, adopted on May 15, 2023, outlines both the voluntary and involuntary annexation procedures. If the City is considering pursuing involuntary annexation for any properties, Staff recommends commencing the citizen survey and verifying the character of the area as soon as possible in order to achieve the timelines described above.

Thank you,

David Botter

Daniel Butler
Principal Planner

Attachments:
1. Annexation Timeline
2. Economic Annexation Option
3. Geographic Annexation Option
4. Land Use Annexation Option

City of Destin Annexation Timeline

	December					January					February					March					April					May					June					July				
	1	8	15	22	29	5	12	19	26		2	9	16	23		2	9	16	23	30	6	13	20	27		4	11	18	25		1	8	15	22	29	6	13	20	27	
Step 1A																																								
Conduct citizen survey	December 2025 - January 2026																																							
Step 1B																																								
Verify character of area meets general standards and requirements of § 171.043 & § 171.0413 (5)	December 2025 - January 2026																																							
Step 2																																								
Conduct feasibility study											February - March 2026																														
Step 3																																								
Acquire metes and bounds descriptions											February - April 2026																														
Step 4																																								
File copy of feasibility study with board of county commissioners																										May 2026															
Step 5																																								
Draft ordinance for review																										May - June 2026															
Step 6																																								
Publish advertising and mail notice to each resident within area of annexation																														Mid-June 2026											
Step 7																																								
LPA reading of ordinance																																						July 2, 2026		

City of Destin Annexation Timeline

	July					August					September					October					November				
	6	13	20	27		3	10	17	24	31	7	14	21	28		5	12	19	26		2	9	16	23	30
Step 8																									
Publish advertising and mail notice to each resident within area of annexation		Early July 2026																							
Step 9																									
City Council 1st reading of ordinance			July 20, 2026																						
Step 10																									
Perform advertising (no mailed notice required this round)			Late July 2026																						
Step 11																									
City Council 2nd reading of ordinance						August 3, 2026																			
Step 12																									
Notify Supervisor of Elections of annexation on ballot							August 15, 2026																		
Step 13																									
Publish notice of referendum vote (at least once each week for 2 weeks immediately preceeding date of vote																Mid - Late Oct.									
Step 14																									
Referendum vote																				November 3, 2026					
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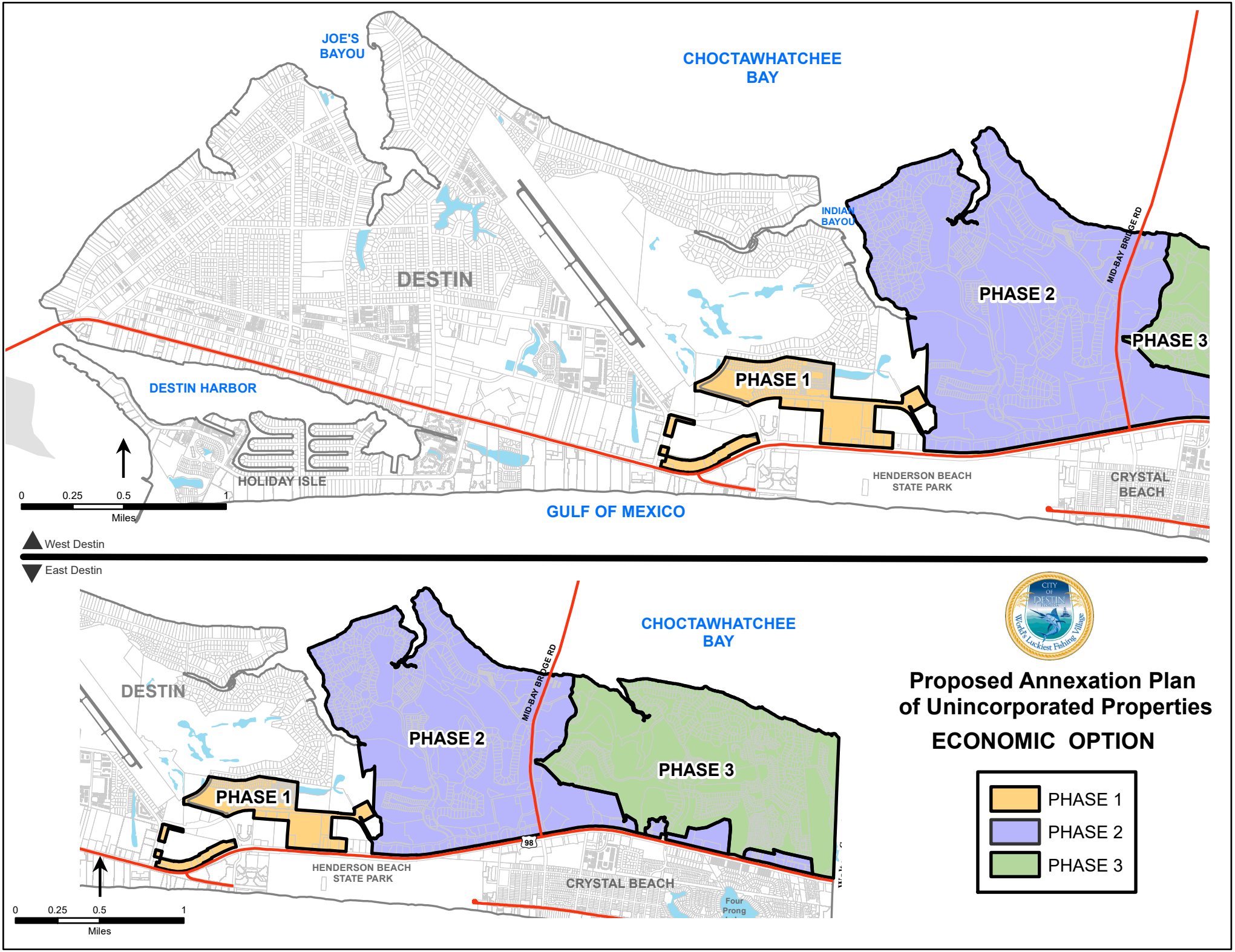
Record via revision of charter boundary and file with State																									November 2026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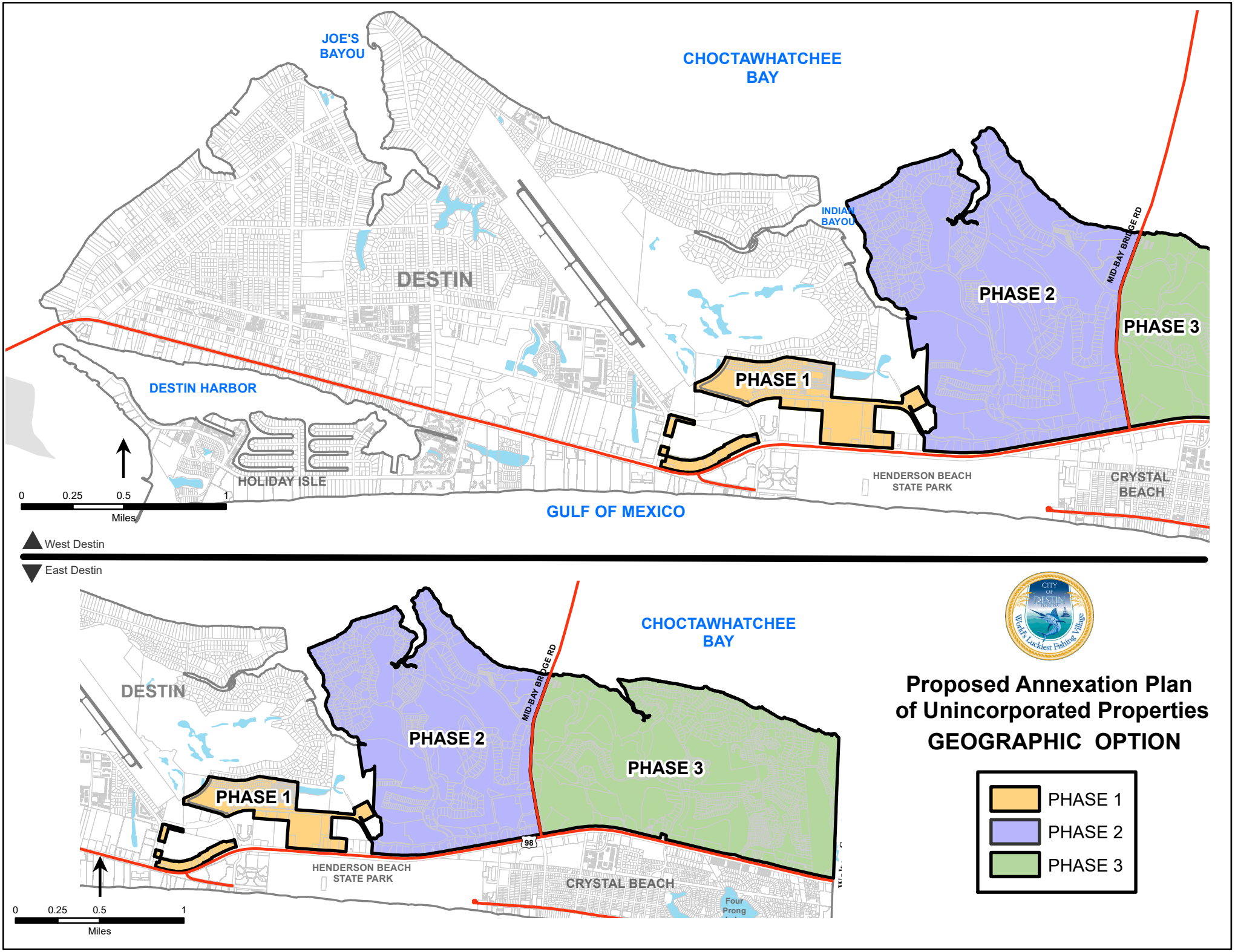
CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village
Proposed Annexation Plan of Unincorporated Properties
ECONOMIC OPTION
PHASE 1
PHASE 2
PHASE 3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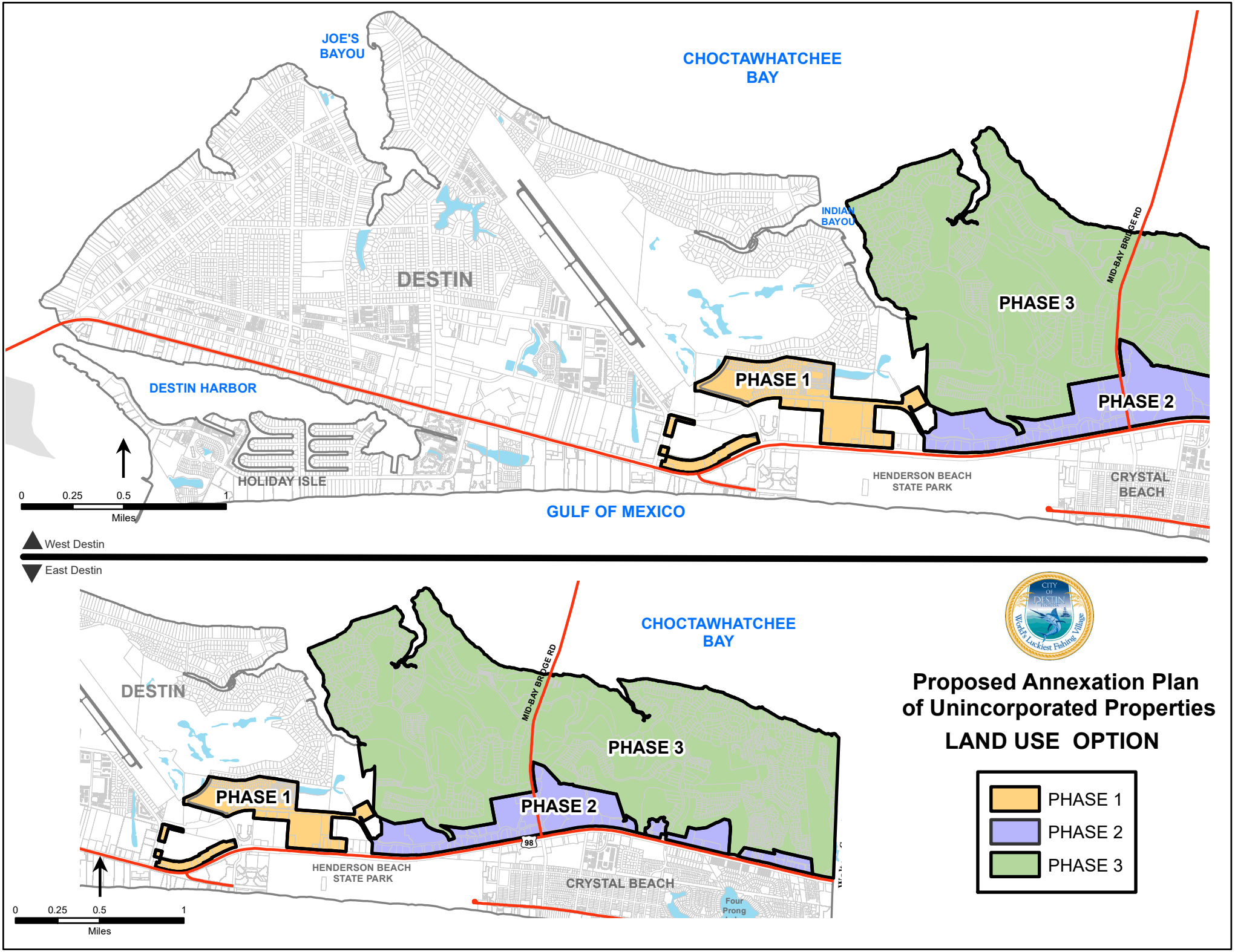
Proposed Annexation Plan
of Unincorporated Properties
GEOGRAPHIC OPTION
PHASE 1
PHASE 2
PHASE 3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CHOCTAWHATCHEE BAY
MID-BAY BRIDGE RD
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HENDERSON BEACH STATE PARK
CRYSTAL BEACH
Four Prong
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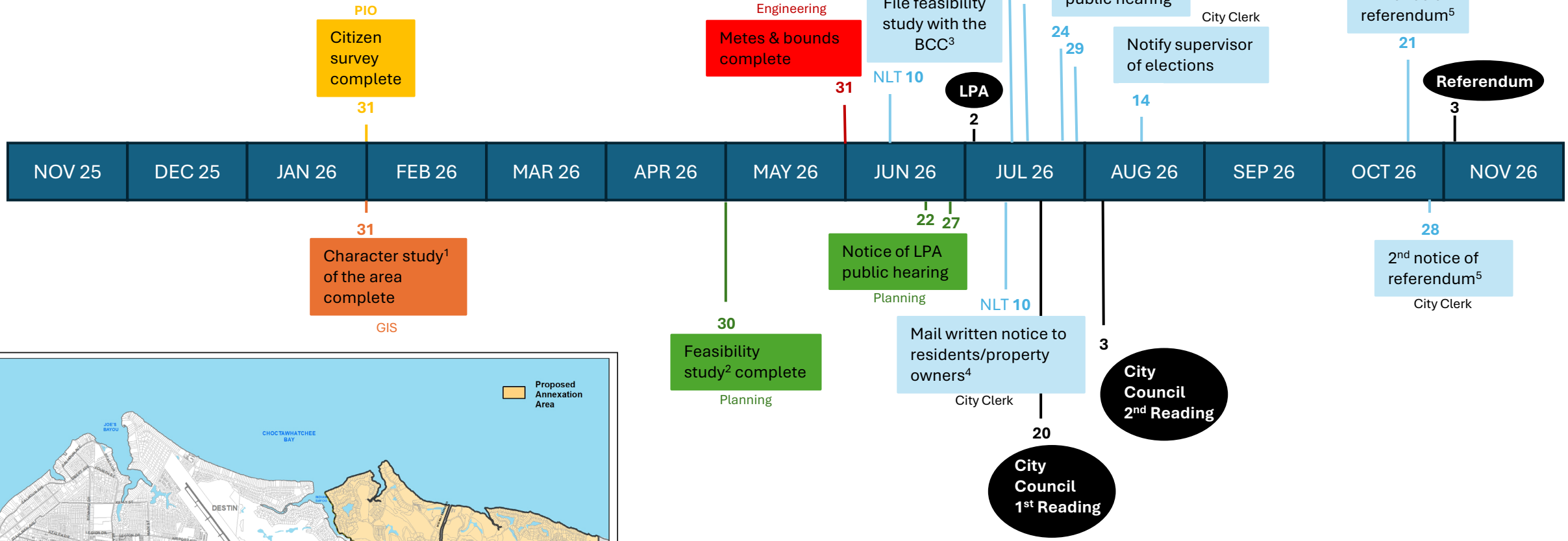
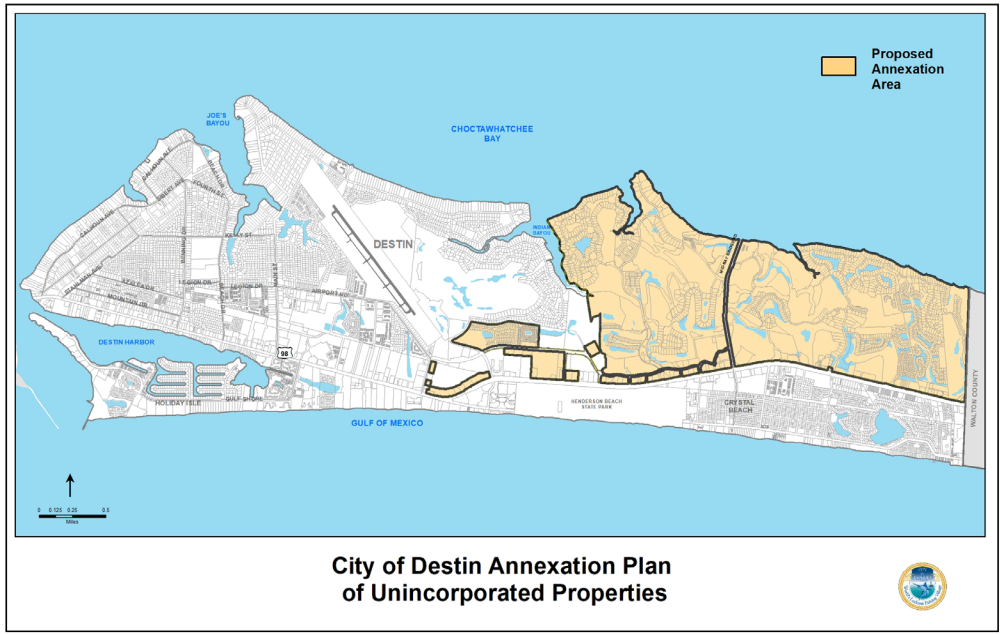
Miles
Proposed Annexation Plan of Unincorporated Properties
LAND USE OPTION
PHASE 1
PHASE 2
PHASE 3

Annexation Schedule





[1] FS 171.043
[2] FS 171.042 (1)
[3] FS 171.042 (2)
[4] FS 171.042 (3)
[5] FS 171.0413 (2) (b)

ITEM # 2025-1392

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Larry Jones , City Manager

DATE: 11/24/2025

SUBJECT: First Amendment to the Four Prong Lake ILA

I. BACKGROUND: Four Prong Lake is a closed drainage basin with no natural outfall. After heavy rains, stormwater runoff raises the lake's elevation and threatens flooding of private residences. An emergency outfall project was developed to mitigate this threat.

The city is in the process of securing additional funding to complete the Four Prong Lake Outfall project. Further design work will need to be done to determine a cost estimate for the project. The City has secured a $1M grant from FDEP and is seeking additional FDEP grants at this time.

II. DISCUSSION: Okaloosa County has agreed to financially help the City fund the Four Prong Lake outfall project. According to the First Amendment to the Interlocal Agreement between Okaloosa County and the City of Destin for Four Prong Lake being presented, Section 4.B.:

> The County agrees to fund up to ONE MILLION DOLLARS ($1,000,000) on a cost-reimbursement basis for the design and construction of the Project. The County will issue payment to the City within thirty (30) days of receipt of an invoice for the design and construction of the Project and proof of payment.

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

B. Effect on Budget (EOB): A budget amendment will be done after the BOCC approves this interlocal agreement.

C. Level of Service (LOS): LOS will be increased.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The City Manager is presenting the First Amendment to the Interlocal Agreement from the County to the Council for approval. Then, the amendment will be presented to the Board of County Commissioners during their meeting on December 9, 2025. Staff recommend approval of the agreement.

IV. RECOMMENDED MOTION: I move that council approve the First Amendment to the Interlocal Agreement from the County and direct the mayor to execute.

Attachments:

1. C25-4078-PW
2. First Amendment to Interlocal Agreement with Destin for Four Prong Lake
3. FW_ Amendment to Four Prong Lake ILA

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	11/08/2024
Contract/Lease Control #:	C25-4078-PW
Procurement#:	NA
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	CITY OF DESTIN
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	11/04/2024
Expiration Date:	INDEFINITE
Description of:	FOUR PRONG LAKE INTERLOCAL AGREEMENT
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-5772
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM
Closed:	

CC: BCC RECORDS

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE CITY OF DESTIN FOR FOUR PRONG LAKE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, Four Prong Lake (the "Lake") is a 25-acre lake that borders the Destiny East residential community, which is owned by the Destiny East Owners Association; and

WHEREAS, as the low point in a closed drainage basin, stormwater runoff from both residential and commercial properties is directed to the Lake where it has no natural outlet; and

WHEREAS, during the 2014 declared disaster event, the Lake spilled over Scenic Highway 98 and caused erosion to James Lee Park; and

WHEREAS, Destiny East residents have hired an environmental consultant to design a drainage system that can lower the water level in advance of high precipitation forecasts, which includes a 1,600 foot pipeline extending from the Lake perpendicular to the shoreline beneath Scenic Highway 98 and James Lee Park; and

WHEREAS, the City is the lead agency for construction of the drainage system; and

WHEREAS, Florida Department of Environmental Protection ("FDEP") requires the County to be the grantee of a sovereignty submerged lands easement as the County owns the land adjacent to the Gulf of Mexico; and

WHEREAS, this Agreement is intended to formalize the Parties' roles and responsibilities related to the Lake emergency outfall project.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. COUNTY'S RESPONSIBILITIES.

A. The County agrees to execute the Sovereignty Submerged Lands Easement, Easement No. 42722, BOT File No. 460363011, PA No. 46-0421489-001-EI ("Easement") as Grantee with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trust") as the Grantor.

SECTION 5. CITY'S RESPONSIBILITIES.

A. The City agrees to fully reimburse the County for any fees or costs imposed by the Trust related to the Easement.

B. The City agrees to be fully responsible for any damage to the easement lands caused by the City, its employees, contractors, and agents.

SECTION 6. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 7. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the Parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all Parties to the Agreement.

SECTION 8. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the Parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 9. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 10. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation,

including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 11. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 12. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 13. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

SECTION 14. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 15. INSURANCE, LIABILITY AND INDEMNIFICATION.

A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.

B. Any contractor or consultant engaged by either party for work on the easement property shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of such work and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by

a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties.

SECTION 16. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

//////////////// **Signature Pages Follow** ////////////////

OKALOOSA COUNTY, FLORIDA

By: _____
Paul Mixon, Chair

SEAL

Date: 10/15/2024

ATTEST:

_____
J.D. Peacock II, Clerk

APPROVED AS TO FORM:

_____
Lynn M. Hoshihara, County ~~Attorney~~

CITY OF DESTIN, FLORIDA

By: _____
Bobby Wagner, Mayor

Date: 11/4/24

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Kimberly Romano Kopp, City Attorney

This Instrument Prepared By:
Kathy Griffin
Action No. 48663
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42722
BOT FILE NO. 460363011
PA NO. 46-0421489-001-EI

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Okaloosa County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 25, Township 02 South, Range 22 West, in Gulf of Mexico, Okaloosa County, Florida, containing 116,142 square feet, more or less, as is more particularly described and shown on Attachment A, dated July 14, 2023.

TO HAVE THE USE OF the hereinabove-described premises for a period of 50 years from January 16, 2024, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above-described parcel of land shall be used solely for an outfall pipe and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 46-0421489-001-EI, dated November 7, 2023, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor, or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors, and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors, and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Okaloosa County Board of County Commissioners
Attn: Mr. Scott Bitterman
1759 S. Ferdon Blvd.
Crestview, FL 32536

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged, and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

WITNESSES:

Signature: S. Falin Ivy

Printed Name: S. Falin Ivy

Address: 101 E. James Lee Blvd.

Crestview, FL 32536

Signature:

Printed Name: Travis Ashmore

Address: 101 E. James Lee Blvd.

Crestview, FL 32536

Okaloosa County, Florida
By its Board of County Commissioners (SEAL)

BY:
Original Signature of Executing Authority

Paul Mixon
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

BOARD OF COUNTY COMMISSIONERS SEAL OF OKALOOSA COUNTY, FLORIDA

"GRANTEE"

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __online notarization this 15 day of October, 2024, by Paul Mixon as Chairman, for and on behalf of Board of County Commissioners of Okaloosa County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

7/29/2027

Commission/Serial No. HH 418779

Signature of Notary Public

Notary Public, State of Florida

Printed, Typed or Stamped Name

MARIA LUCINDA EVERTON
Notary Public - State of Florida
Commission # HH 418779
My Comm. Expires Jul 29, 2027
Bonded through National Notary Assn.

WITNESSES:

Okaloosa County, Florida
By its Board of County Commissioners (SEAL)

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

BY: _____
Original Signature of Executing Authority

Paul Mixon
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

"GRANTEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Paul Mixon as Chairman, for and on behalf of Board of County Commissioners of Okaloosa County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

_____

Commission/Serial No._____

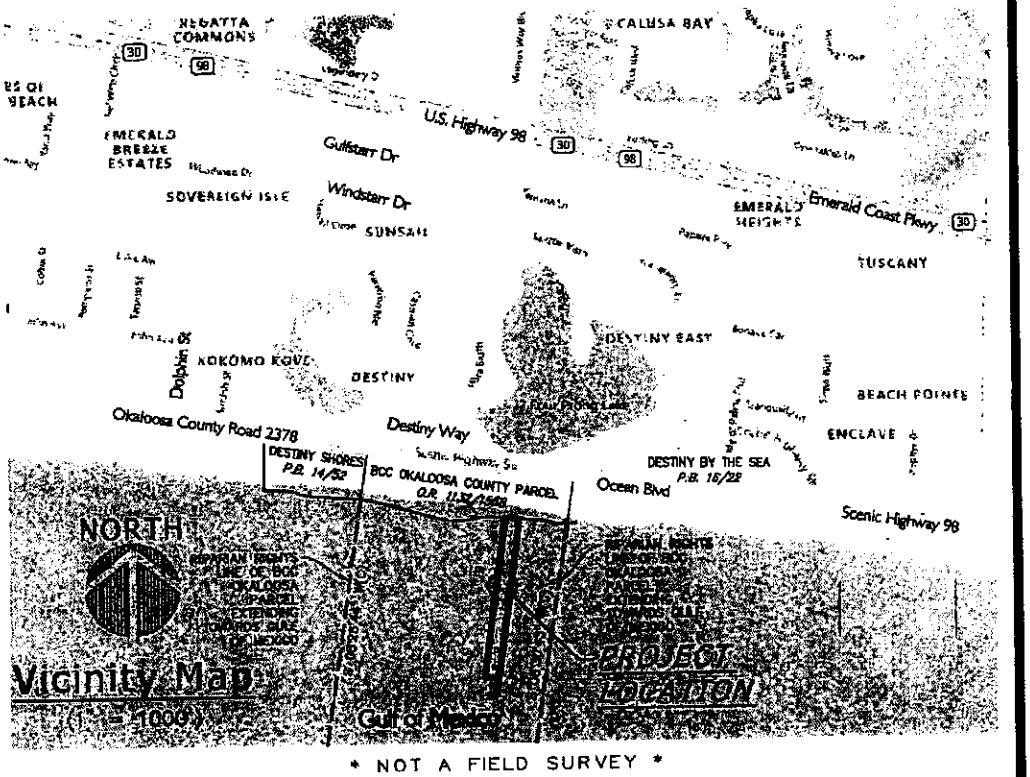
_____
Signature or Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name

4–PRONG LAKE

DISCHARGE EASEMENT



* NOT A FIELD SURVEY *

SITUATED IN UNDIVIDED, TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA	ALLEN E. TUCKER, P.S.M. No. 4584 OR DOUGLAS A. VANDEN HEUVEL, P.S.M. No. 4585 DATE 14 JUL 2023	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
PARCEL ID: 00–2S–22–0074–0000–00CA	DATUM: (HORIZONTAL/VERTICAL) NAD 83 N/A	SURVEY TYPE SPECIFIC PURPOSE
CLIENT: DESTINY EAST HOMEOWNERS ASSOCIATION AND OKALOOSA COUNTY	FIELD BOOK & DATE: 22–13, P. 72–74 (D.B.) 29 SEP 2022	SHEET 1 OF 4 / PROJECT 220643 / ORDER# 220643.02

Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LiDAR

Gustin, Cothern & Tucker, Inc.

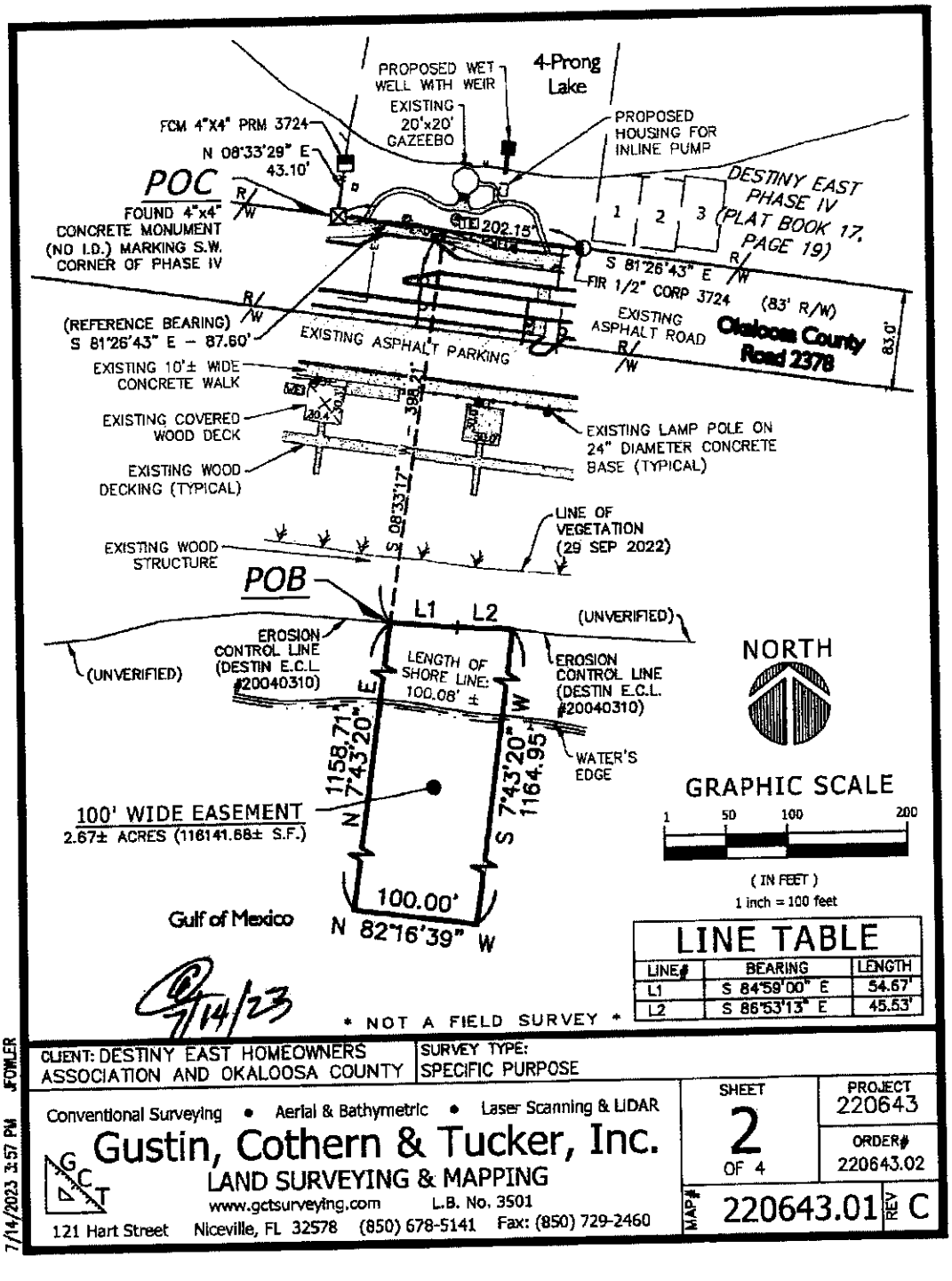
LAND SURVEYING & MAPPING

www.gctsurveying.com L.B. No. 3501

121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460

MAP# 220643.01 REV C

7/14/2023 3:57 PM JFOWLER



7/14/23

* NOT A FIELD SURVEY *

LINE TABLE		
LINE#	BEARING	LENGTH
L1	S 84°59'00" E	54.67'
L2	S 86°53'13" E	45.53'

CLIENT: DESTINY EAST HOMEOWNERS ASSOCIATION AND OKALOOSA COUNTY

SURVEY TYPE: SPECIFIC PURPOSE

Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LIDAR

Gustin, Cothern & Tucker, Inc.

LAND SURVEYING & MAPPING

www.gctsurveying.com L.B. No. 3501

121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460

SHEET 2 OF 4

PROJECT 220643

ORDER# 220643.02

MAP# 220643.01 REV C

7/14/2023 3:57 PM JFOWLER

LEGAL DESCRIPTION

(PREPARED BY GUSTIN, COTHERN & TUCKER, INC., REVISED 16 MAY 2023)

A 100 FOOT WIDE EASEMENT SITUATED IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF 4-PRONG LAKE, DESTINY EAST PHASE IV (PLAT BOOK 17, PAGE 19), AND WITHIN THE GULF OF MEXICO; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF AFORESAID DESTINY EAST PHASE IV, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OKALOOSA COUNTY ROAD 2378; THENCE S 81°26'43" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 87.60 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 08°33'17" W, A DISTANCE OF 398.21 FEET TO A POINT ON THE EROSION CONTROL LINE OF THE GULF OF MEXICO (AS OF 29 SEP 2022), SAID POINT ALSO BEING POINT OF BEGINNING; THENCE ALONG SAID EROSION CONTROL LINE, THE FOLLOWING TWO (2) CALLS:
(1) S 84°59'00" E, A DISTANCE OF 54.67 FEET; (2) S 86°53'13" E, A DISTANCE OF 45.53 FEET; THENCE DEPARTING SAID EROSION CONTROL LINE AND TRAVERSING THE GULF OF MEXICO PROCEED S 07°43'20" W, A DISTANCE OF 1164.95 FEET; THENCE N 82°16'39" W, A DISTANCE OF 100.00 FEET; THENCE N 07°43'20" E, A DISTANCE OF 1158.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.67 ACRES, MORE OR LESS. (116,141.68 SQUARE FEET)

APPROVED
By Marcus Aschman at 10:12 am, Jun 18, 2023

LEGEND

No. OR # = NUMBER
—+— = DISTANCE NOT TO SCALE
L.B. = LICENSED BUSINESS
L.S. = LICENSED SURVEYOR
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
± = MORE OR LESS
R/W = RIGHT-OF-WAY
NAD = NORTH AMERICAN DATUM
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
P.B. = PLAT BOOK / PAGE
AC. = ACRES
PP. = PAGE
EX = EXISTING
PR = PAGE
—E-WL— = WATER LINE
—E-GAS— = GAS MAIN

ID = IDENTIFICATION
NO ID = NO IDENTIFICATION
FCM = FOUND CONCRETE MONUMENT
FIR = FOUND IRON ROD
= (FCM) FOUND 4"x4" CONCRETE MONUMENT (IDENTIFICATION NUMBER FURNISHED)
= (FCM) FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
= (FIR) FOUND 1/2" CAPPED IRON ROD (IDENTIFICATION NUMBER FURNISHED)
= SIGN
= LIGHT POLE
= WATER METER
= TELEPHONE SERVICE BOX
= ELECTRIC SERVICE BOX
= IRRIGATION CONTROL VALVE

@ 7/14/23

* NOT A FIELD SURVEY *

CLIENT: DESTINY EAST HOMEOWNERS ASSOCIATION AND OKALOOSA COUNTY	SURVEY TYPE: SPECIFIC PURPOSE		
Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LIDAR Gustin, Cothern & Tucker, Inc. LAND SURVEYING & MAPPING www.gctsurveying.com L.B. No. 3501 121 Hart Street Niceville, FL 32578 (850) 678-5141 Fax: (850) 729-2460	SHEET 3 OF 4	PROJECT 220643 ORDER# 220643.02	
	MAP# 220643.01	REV C	

7/14/2023 3:57 PM JFOWLER

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. THIS 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 AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

3. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.

4. APPARENT USES ARE AS SHOWN. THIS IS NOT A BOUNDARY OR FIELD SURVEY.

5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

6. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF DESTINY EAST PHASE IV (PLAT BOOK 17, PAGE 19), SAID LINE BEARING S 81°26'43" E AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.

7. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

8. 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 SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

9. THE SURVEY MAP AND SURVEY REPORT ARE NOT FULL & COMPLETE WITHOUT THE OTHER.

@ 7/14/23

* NOT A FIELD SURVEY *

CLIENT: DESTINY EAST HOMEOWNERS ASSOCIATION AND OKALOOSA COUNTY	SURVEY TYPE: SPECIFIC PURPOSE

Conventional Surveying • Aerial & Bathymetric • Laser Scanning & LiDAR

Gustin, Cothern & Tucker, Inc.

LAND SURVEYING & MAPPING

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SHEET	PROJECT
4 OF 4	220643
	ORDER# 220643.02
MAP# 220643.01	REV C

7/14/2023 3:57 PM JFOWLER

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE CITY OF DESTIN FOR FOUR PRONG LAKE

THIS AMENDMENT is made and entered into this ___ day of _____, 2025 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF DESTIN**, a municipal corporation organized under the laws of the State of Florida ("City") and hereby amends the Interlocal Agreement between the County and City entered into on November 4, 2024 ("Agreement").

WHEREAS, the parties previously entered into an agreement related to the Four Prong Lake outfall project ("Project"); and

WHEREAS, the parties wish to amend the Agreement to modify each party's responsibilities for the Project.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Amendment. Sections 4 and 5 of the Agreement shall be amended as follows (words <u>underlined</u> are additions):

SECTION 4. COUNTY'S RESPONSIBILITIES.

A. The County agrees to execute the Sovereignty Submerged Lands Easement, Easement No. 42722, BOT File No. 460363011, PA No. 46-0421489-001-EI ("Easement") as Grantee with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trust") as the Grantor.

B. <u>The County agrees to fund up to ONE MILLION DOLLARS ($1,000,000) on a cost-reimbursement basis for the design and construction of the Project. The County will issue payment to the City within thirty (30) days of receipt of an invoice for the design and construction of the Project and proof of payment.</u>

SECTION 5. CITY'S RESPONSIBILITIES.

A. The City agrees to fully reimburse the County for any fees or costs imposed by the Trust related to the Easement.

B. The City agrees to be fully responsible for any damage to the easement lands caused by the City, its employees, contractors, and agents.

C. <u>The City shall be responsible for finalizing the design and construction of the Project.</u>

D. The City has been awarded ONE MILLION DOLLARS ($1,000,000) in grant funding from the State of Florida, which will be used towards the construction of the Project. The City shall be responsible for any additional costs exceeding the funding contributions stated in sections 4 and 5 of this Agreement.

Section 2. All Other Provisions Remain in Effect. Except as specifically modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the last date and year written below.

OKALOOSA COUNTY, FLORIDA

By: _____
Paul Mixon, Chairman

Date: _____

ATTEST:

_____
Brad E. Embry, Clerk

CITY OF DESTIN, FLORIDA

By: _____
Bobby Wagner, Mayor

Date: _____

ATTEST:

_____
Rey Bailey, Clerk

From: Larry Jones
To: Sheri Bethea
Subject: FW: Amendment to Four Prong Lake ILA
Date: Monday, November 24, 2025 4:24:03 PM
Attachments: C25-4078-PW.pdf
First Amendment to Interlocal Agreement with Destin for Four Prong Lake.doc

---

From: Scott Bitterman <sbitterman@myokaloosa.com>
Sent: Monday, November 17, 2025 1:29 PM
To: Larry Jones <ljones@cityofdestin.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Carisse LeJeune <clejeune@myokaloosa.com>; Kimberly Kopp <kkopp@romanokopplaw.com>
Subject: Amendment to Four Prong Lake ILA

Hi Larry,

The Surtax Advisory Committee met last week and approved up to $1,000,000 for the Four Prong Lake project. The funding can be used for design or construction. The County Attorney has reviewed and approved the attached amendment to our ILA for the project; I have attached our current ILA for reference.

Please review the ILA and if acceptable, please see if the City Council will approve. I'd like to take the amendment to the Board of County Commissioners at their lone December meeting which is on the 9th.

Let me know if I can help in any other way.

Sincerely,

Scott Bitterman, Director
Okaloosa County Public Works

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

ITEM # 2025-1283

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 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: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: December 1, 2025

SUBJECT: A public hearing regarding the submittal of a Major Development Order (DEV-001643-2025) for the construction of The Drury Plaza Hotel, located at 1001 East Highway 98 (Parcel ID: 00-2S-22-0000-0013-014A). The application includes the construction of a six (6) story building with 225,615 square feet of hotel and conference room space. This project will include a total of 320 hotel rooms, site stormwater improvements, parking, internal and external pedestrian networks, and associated infrastructure.

I. BACKGROUND: Choctaw Engineering, Inc., on behalf of Drury Destin, LLC, is requesting approval of a Major Development Order application for a 320-unit hotel with approximately 4,000 square feet of conference center space. The proposed development is to be located at 1001 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-014A). The existing site is 10.27 acres.

II. DISCUSSION: Choctaw Engineering, Inc., on behalf of Drury Destin, LLC, is requesting approval of a Major Development Order application to construct a hotel and conference center. The proposed plan includes 320 hotel units, approximately 4,000 square feet of conference space, outdoor pool, parking area, stormwater improvements, and associated pedestrian infrastructure.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use includes a hotel and a conference center (NAICs 721110 and 531120). These uses are consistent with local land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE
Both hotels and conference centers are permitted uses within the **TCMU** zoning district.

HEIGHT
Maximum allowed: 75' / 6 stories
Provided: 69' / 6 stories

SETBACKS
Front minimum required: 45'
Front provided: 441'

Side minimum required: 8'
Side provided: 36.9'

Rear minimum required: 0'
Rear provided: 440.7'

OPEN SPACE
Minimum required: 30%
Provided: 42%

PLATTING
No platting has been proposed nor approved as part of this development application.

CONCURRENCY MANAGEMENT
Concurrency requirements have been met:

Traffic: Signed November 10, 2025
Stormwater Management: Signed November 10, 2025
Potable Water/Sanitary Sewer: Signed September 30, 2025
Solid Waste: Signed June 4, 2025

AIRPORT PROTECTION
Per Okaloosa County Airports, all contractors that will require a crane will need to file notice with the Federal Aviation Administration's (FAA) Obstruction Evaluation Group (OEG) and obtain an Aeronautical Study Number (ASN). Additionally, a separate notice shall be filed due to the height of the permanent structure. File Notice by submitting FAA Form 7460-1 at https://oeaaa.faa.gov/oeaaa/external/portal.jspb. The general contractor can obtain the ASN for the entirety of the project and all subcontractors can fall under their ASN.

TRANSPORTATION ANALYSIS
The traffic analysis, signed and dated October 31, 2025, indicates the proposed development will generate 209 PM peak hour trips. The analysis is consistent with the technical methodology outlined in ***LDC 6.05.05***.

INGRESS/EGRESS
Vehicular access to the property is provided from the Highway 98 East public right-of-way (ROW), as well as the Foxtail Way public ROW.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in ***LDC 8.09.03.A(6)***. A continuous internal sidewalk is provided throughout the development.

PARKING:

Required maximum vehicle parking spaces:

1 space per hotel room: 320 Hotel Rooms x 1 = 320 spaces
1 space per 20 hotel rooms (staff requirement): 320 Hotel Rooms / 20 = 16 spaces
1 space per 45 square feet of conference space: 4,012 square feet / 45 = 90 spaces
Total = 426 spaces

*Total required after 20% MMTD Reduction: 341 spaces****

****The applicant has submitted a joint use parking analysis in accordance with ***LDC Section 8.06.12.A.*** The parking analysis provides a data set illustrating the reduction in parking for internal capture rates, assuming that 15% of the occupants utilizing the conference space would be staying at the hotel. After the 15% reduction, the ***TOTAL REQUIRED PARKING IS 331 spaces****

Provided vehicle parking spaces:	*333*
Required maximum bicycle parking spaces:	17
Provided bicycle parking spaces:	17

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on November 10, 2025.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is located within the White Sands Zone 2.

LANDSCAPING

Front perimeter/common boundary:	Not applicable
Interior parking landscape:	Provided
Buffer zone:	Provided
Preservation and restoration:	
Reforestation trees required:	71
Front perimeter landscape buffer:	15
Required parking trees:	24
Required street trees:	9

Total required trees: 119
Total trees provided: 119

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS
No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with ***LDC Article 16.***

IMPACT & MOBILITY FEES:
Final impact/mobility fee amounts have been developed using the provisions outlined in ***LDC Article 19.00.*** The impact/mobility fees for the proposed project are estimated to be:

LAND USE	**UNITS**	**PARK**	**LIBRARY**	**POLICE**	TRANS.	**TOTAL**
Hotel / Motel	320	$243.00	$0.00	$11.00	$981	$12,425
Totals		***$77,760***	***$0.00***	***$3,520***	***$313,920***	***$395,200.00***

OTHER FEES:
The applicant will pay a future improvement fee (fee-in-lieu) in the amount of $21,420 for the required Multi-Modal Transportation District (MMTD) requirements prior to the issuance of a development order:

- Bench
- Trash can
- 16’ Pedestrian light x 4

The City shall be responsible for installing all of these items at time of undergrounding of utilities and once a Master Plan has been developed for maintenance.

Additional outside consulting fees (traffic) shall be paid prior to issuance of the development order.

PUBLIC COMMENTS:
NONE

A. Link to Strategic Goals / Objectives: III. Economic Development and Revitalization

B. Effect on Budget (EOB): There is no anticipated impact on the City budget as a result of this project.

C. Level of Service (LOS): The LOS on this segment of Highway 98 is currently a LOS F; therefore, the added trips as a result of this development will not lower the existing category rating.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: Choctaw Engineering, Inc., on behalf of Drury Destin, LLC, is requesting approval of a Major Development Order application to construct a hotel and conference center. The proposed plan includes 320 hotel units, approximately 4,000 square feet of conference space, outdoor pool, parking area, stormwater improvements, and associated pedestrian

infrastructure.

The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

IV. RECOMMENDED MOTION: I move that the City Council approve The Drury Plaza Hotel, a Major Development Order, as presented.

ALTERNATIVE MOTION
I move that the City Council approve/approve with conditions/approve with modifications/deny The Drury Plaza Hotel, a Major Development Order, as presented.

Attachments:

1. A. Agent Affidavit
2. B. Survey
3. C. Deed
4. D. Adjacent Property Notification Letter
5. E. Property Posting Photograph
6. F. Property Posting Affidavit
7. G. Destin Fire Control District Approval
8. H. Destin Water Users Approval Letter and CECs
9. I. Okaloosa Gas District Review and Approval
10. J. Traffic CEC
11. K. Solid Waste CEC
12. L. Stormwater CEC
13. M. Civil and Landscape Plans
14. N. Architecturals
15. O. Elevations
16. P. Lighting Plan
17. Q. Joint Parking Analysis
18. R. Traffic Analysis
19. S. Stormwater Analysis
20. T. Future Improvements (Fee-in-lieu) Estimate
21. U. Roof Pitch Waiver
22. V. Draft DO-25-24 Drury Plaza Hotel

REVOCABLE
SPECIAL POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF OKALOOSA

KNOW ALL MEN BY THESE PRESENTS, that Drury Destin, LLC is presently the owner at 00-2S-22-0000-0013-014A and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint Choctaw Engineering, Inc., whose address is 112 Truxton Avenue, Fort Walton Beach, County of Okaloosa, State of Florida, as my Attorney with full power to act as my agent for the sole purpose of obtaining a Development Order and any necessary permits pertaining to 00-2S-22-0000-0013-014A from the City of Destin, Florida.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED, however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

WITNESSES:

Signature: Rebecca Talley
Printed Name: Rebecca Talley

Signature: Edmond Underwood IV
Printed Name: Edmond Underwood IV

APPLICANT: Drury Destin, LLC

Signature: Herbert J Wedemeier
Printed Name: Herbert J. Wedemeier, President

Signature: _____
Printed Name: _____

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

BEFORE ME, the undersigned Notary Public in and for said County and State, appeared Herbert J. Wedemeier WHO IS PERSONALLY KNOWN TO ME or WHO PRODUCED _____ AS IDENTIFICATION, and who did not take an oath, and who is known to me to be the individual described by said name who executed the foregoing instrument.

Given under my hand and official seal this 12th day of August, 2025.

TAMMY D. BOSAK-BARANI
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 3, 2026
CAPE GIRARDEAU COUNTY
COMMISSION #14622999

Notary Public: Tammy D. Bosak-Barani
Printed Name: Tammy D. Bosak-Barani

LEGAL DESCRIPTION: (AS SURVEYED)

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD #30, 100 FOOT RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, (NOW A 110 FOOT RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00 FOOT RIGHT-OF-WAY), A DISTANCE OF 1723.27 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 1278.23 FEET TO A POINT ON THE SOUTH LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 350.00 FEET; THENCE GO SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 1278.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 125 FOOT RIGHT-OF-WAY); THENCE GO NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 30, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

CERTIFICATION OF ZONE AREA FOR FLOOD INSURANCE

I CERTIFY THAT I HAVE CHECKED THE NATIONAL FLOOD INSURANCE RATE MAP OF OKALOOSA COUNTY, FLORIDA, MAP NO. 12091C-0488-J AND COMMUNITY PANEL NO. 126168-0488-J, DATED 09 MARCH 2021 AND DETERMINED THIS PROPERTY TO BE SITUATED IN ZONE "X".

GENERAL NOTES

1) TITLE COMMITMENT POLICY PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. NCS-1221084-SNANT AND DATED 14 JUNE 2024. DEEDS, EASEMENTS, DESCRIPTIONS, OR OTHER INSTRUMENTS MAY EXIST THAT EFFECT THE SUBJECT PROPERTY.

2) BEARING REFERENCE: S76°11'00"E ALONG NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98 / STATE ROAD NO. 30, PER LEGAL DESCRIPTION (O.R. BK. 3173, PG. 193).

3) VERTICAL DATUM IS BASED ON DNR MONUMENT OK-A2, ELEV. 24.13, SITE BENCHMARKS ARE AS SHOWN.

4) PROPERTY ADDRESS: 1001 HIGHWAY 98, DESTIN, FLORISA 32541

NOTES CORRESPONDING TO SCHEDULE B-II
TITLE COMMITMENT NCS-1221084-SNANT

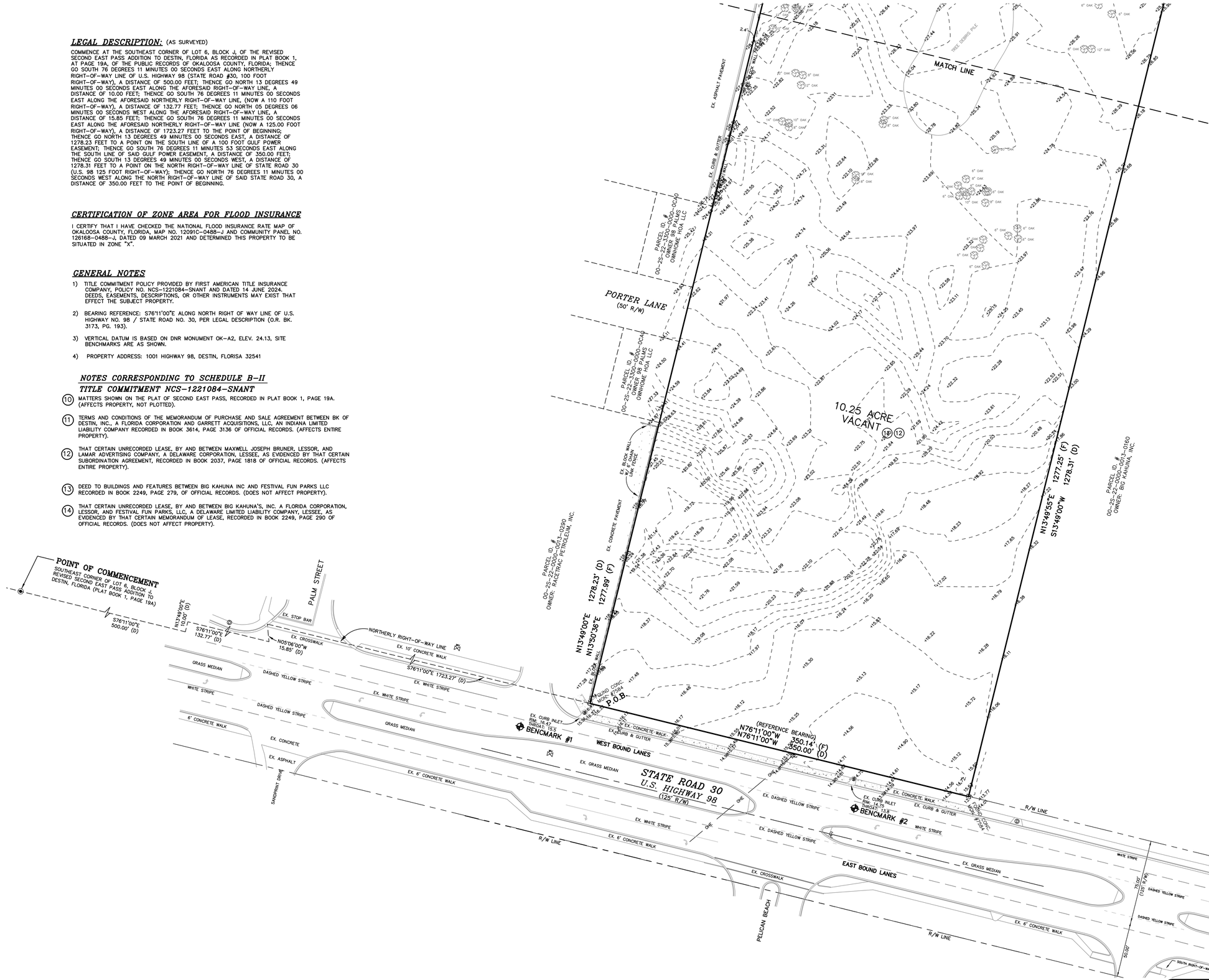
(10) MATTERS SHOWN ON THE PLAT OF SECOND EAST PASS, RECORDED IN PLAT BOOK 1, PAGE 19A. (AFFECTS PROPERTY, NOT PLOTTED).

(11) TERMS AND CONDITIONS OF THE MEMORANDUM OF PURCHASE AND SALE AGREEMENT BETWEEN BK OF DESTIN, INC., A FLORIDA CORPORATION AND GARRETT ACQUISITIONS, LLC, AN INDIANA LIMITED LIABILITY COMPANY RECORDED IN BOOK 3614, PAGE 3136 OF OFFICIAL RECORDS. (AFFECTS ENTIRE PROPERTY).

(12) THAT CERTAIN UNRECORDED LEASE, BY AND BETWEEN MAXWELL JOSEPH BRUNER, LESSOR, AND LAMAR ADVERTISING COMPANY, A DELAWARE CORPORATION, LESSEE, AS EVIDENCED BY THAT CERTAIN SUBORDINATION AGREEMENT, RECORDED IN BOOK 2037, PAGE 1818 OF OFFICIAL RECORDS. (AFFECTS ENTIRE PROPERTY).

(13) DEED TO BUILDINGS AND FEATURES BETWEEN BIG KAHUNA INC AND FESTIVAL FUN PARKS LLC RECORDED IN BOOK 2249, PAGE 279, OF OFFICIAL RECORDS. (DOES NOT AFFECT PROPERTY).

(14) THAT CERTAIN UNRECORDED LEASE, BY AND BETWEEN BIG KAHUNA'S, INC. A FLORIDA CORPORATION, LESSOR, AND FESTIVAL FUN PARKS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE, RECORDED IN BOOK 2249, PAGE 290 OF OFFICIAL RECORDS. (DOES NOT AFFECT PROPERTY).



LEGEND

R/W	RIGHT OF WAY
(P)	PLAT DATA
(F)	FIELD DATA
(D)	DESCRIPTION DATA
O.R.	OFFICIAL RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EOP	EDGE OF PAVEMENT
℄	CENTERLINE
	BENCHMARK
	WATER VALVE
— W —	WATER MAIN
	BACKFLOW PREVENTER
	FIRE HYDRANT
	WATER METER
= = = =	SANITARY OR STORM SEWER MAIN
S	SANITARY SEWER MANHOLE
C	SANITARY SEWER CLEANOUT
D	STORM DRAIN MANHOLE
	CATCH BASIN
	TYPE "3" CURB INLET
	TYPE "4" CURB INLET
	MITERED END SECTION
	POWER POLE
	GUY ANCHOR
	LIGHT POLE
OHE	OVERHEAD UTILITY LINE
E	ELECTRICAL BOX
TV	TELEVISION BOX
T	TELEPHONE BOX
— x —	FENCE
	SINGLE POLE SIGN

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-4611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1582

THIS SHEET IS THE PROPERTY OF CEI & IS NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT FROM CEI.

BOUNDARY SURVEY

PREPARED FOR:
Drury Southwest, Inc.

10.25 ACRE METES AND BOUNDS PARCEL IN UNSECTIONED, TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

Revisions:
16 JULY 2018 – ADDED TITLE COMMITMENT POLICY NOTE.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050 - 5J-17.051 and 5J-17.052, pursuant to Section 472.027, Florida Statutes.

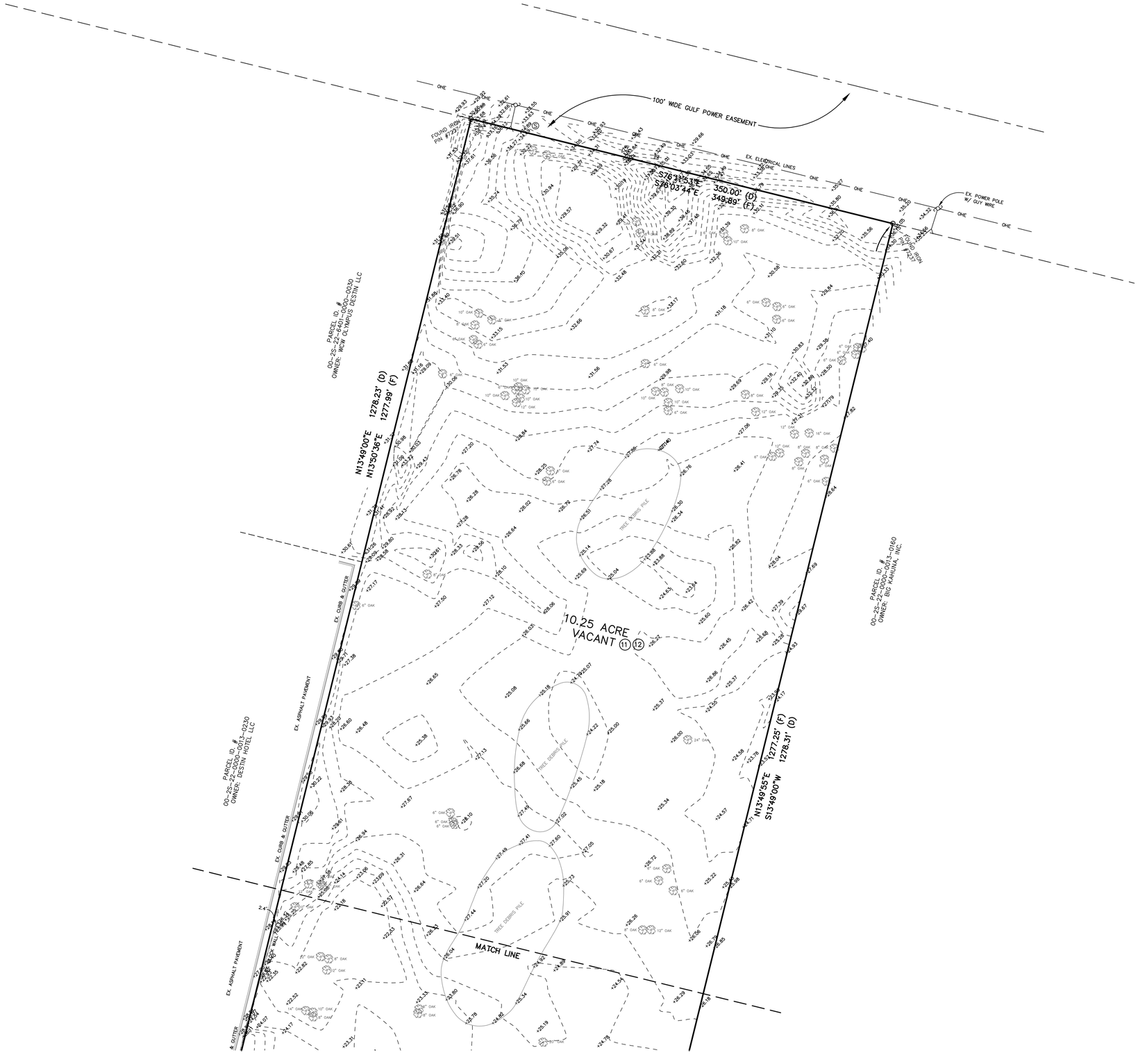
Digitally signed by Brian E Pascoe
Date: 2025.06.26

BRIAN E. PASCOE, Professional Surveyor & Mapper
FL. Certificate No. 5930

Not valid unless bearing Surveyor's embossed seal

Job No.:	2014-173-D
Date:	18 JULY 2024
Fld. Vol.:	64/46-47
Scale:	1" = 40'
Disk No.:	14173D-SUR
Designed:	N/A
Drawn:	MCS
Checked:	BEP
Sheet	1 of 2

PSM PASCOE SURVEYING & MAPPING, INC.
13 TWISTED OAK TRAIL
SHALIMAR, FLORIDA 32579
PHONE: 850-651-4200
FAX: 850-651-4222
EMAIL: brian@pascoesurveying.com
CERTIFICATE OF AUTHORIZATION No. 7237



NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40'

LEGEND

R/W	RIGHT OF WAY
(P)	PLAT DATA
(F)	FIELD DATA
(D)	DESCRIPTION DATA
O.R.	OFFICIAL RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
EOP	EDGE OF PAVEMENT
	CENTERLINE
	BENCHMARK
	WATER VALVE
W	WATER MAIN
	BACKFLOW PREVENTER
	FIRE HYDRANT
	WATER METER
S	SANITARY OR STORM SEWER MAIN
S	SANITARY SEWER MANHOLE
C	SANITARY SEWER CLEANOUT
D	STORM DRAIN MANHOLE
	CATCH BASIN
	TYPE "3" CURB INLET
	TYPE "4" CURB INLET
	MITERED END SECTION
	POWER POLE
	GUY ANCHOR
	LIGHT POLE
OHE	OVERHEAD UTILITY LINE
E	ELECTRICAL BOX
TV	TELEVISION BOX
T	TELEPHONE BOX
X	FENCE
	SINGLE POLE SIGN

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-4611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

THIS SHEET IS THE PROPERTY OF CEI & IS NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT FROM CEI.

BOUNDARY SURVEY

PREPARED FOR:
Drury Southwest, Inc.

10.25 ACRE METES AND BOUNDS PARCEL IN UNSECTIONED, TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

Revisions:
16 JULY 2018 – ADDED TITLE COMMITMENT POLICY NOTE.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027, Florida Statutes.

Not valid unless bearing Surveyor's embossed seal

BRIAN E. PASCOE, Professional Surveyor & Mapper
FL. Certificate No. 5930

Job No.:	2014-173-D
Date:	18 JULY 2024
Fld. Vol.:	64/46-47
Scale:	1" = 40'
Disk No.:	14173D-SUR
Designed:	N/A
Drawn:	MCS
Checked:	BEP
Sheet	2 of 2

PSM PASCOE SURVEYING & MAPPING, INC.
13 TWISTED OAK TRAIL
SHALIMAR, FLORIDA 32579
PHONE: 850-651-4200
FAX: 850-651-4222
EMAIL: brian@pascoesurveying.com
CERTIFICATE OF AUTHORIZATION No. 7237

File #: 3723997 11/21/2024 11:31 AM
Fees: $0.00 DeedDocTax: $87,500.00

DC TWilcox
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

Recording Fee: $ 35.50
Documentary Stamps: $ 89,000.00

THIS INSTRUMENT PREPARED BY:
John R. Dowd, Jr.
Dowd Law Firm, P.A.
415 Mountain Drive, Ste. 5
Destin, FL 32541

NCS1221084cc

WARRANTY DEED

THIS INDENTURE, made on the 20th day of August, 2024, by BK OF DESTIN, INC., a Florida Corporation, whose address is 381 W Miracle Strip Pkwy., Mary Esther, FL 32569 and BIG KAHUNA, INC., a Florida Corporation, whose address is 381 W Miracle Strip Pkwy., Mary Esther, FL 32569, collectively the "Grantor", to DRURY DESTIN, LLC, A MISSOURI LIMITED LIABILITY COMPANY, whose address is 101 S. Farrar Dr., Cape Girardeau, MO 63701, the "Grantee".

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has granted, bargained, and sold to Grantee forever the real property described in Exhibit A. Grantor does fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

THE REAL PROPERTY herein conveyed is not the homestead property of the above-named Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first above-written.

Signed in the presence of:

Witness No. 1 (Sign Above)
Printed Name: GEORGE BROWN
Witness Address: 20 SOLAR ST.
MARY ESTHER, FL 32569

Witness No. 2 (Sign Above)
Printed Name: Sean Clancy
Witness Address: 765 Mary Ave
FWB FL 32545

STATE OF FLORIDA
COUNTY OF OKALOOSA

BK OF DESTIN, INC.

By:
Maxwell Joseph Bruner
Its President

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of August, 2024, by Maxwell Joseph Bruner as President for BK OF DESTIN, INC.

NOTARY PUBLIC
Expires 12/14/2027
John R. Dowd Jr.
My Commission HH 457002
STATE OF FLORIDA

Signature of Notary Public

John R. Dowd, Jr.

Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced:

Signed in the presence of:

Witness No. 1 (Sign Above)
Printed Name: GEORGE BROWN
Witness Address: 20 SOLAR ST
MARY ESTHER, FL 32569

Witness No. 2 (Sign Above)
Printed Name: [illegible]
Witness Address: 705 [illegible] Ave
FWB FL 32547

BIG KAHUNA, INC.

By:
Maxwell Joseph Bruner
Its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of August, 2024, by Maxwell Joseph Bruner as President for BIG KAHUNA, INC.

NOTARY PUBLIC
Expires 12/14/2027
John R. Dowd Jr.
My Commission HH 457002
STATE OF FLORIDA

Signature of Notary Public

John R. Dowd, Jr.

Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced:

EXHIBIT A

Parcel Identification Numbers 00-2S-22-0000-0013-014A and 00-2S-22-0000-0013-0140

(Legal Description)

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IN SITUATED IN THE COUNTY OF OKALOOSA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD #30, 100 FOOT RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, (NOW A 110 FOOT RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00 FOOT RIGHT-OF-WAY), A DISTANCE OF 1723.27 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 1278.23 FEET TOA POINT ON THE SOUTH LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 350.00 FEET; THENCE GO SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 1278.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 125 FOOT RIGHT-OF-WAY); THENCE GO NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 30, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

Community Development
Planning and Zoning Division

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

July 11, 2025

Subject: Notification of Development Project: 1001 Highway 98 East;
A Major Development Order – Drury Plaza Hotel
City of Destin Project Number: 00-2S-22-0000-0013-014A

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a major development order. 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:	Drury Destin, LLC.
2.	Name of Agent:	Mark Siner, Choctaw Engineering
3.	Address of Project:	1001 Highway 98 East
4.	Parcel ID Number:	00-2S-22-0000-0013-014A
5.	Project Description:	320 room hotel complex
6.	Location Map:	Please refer to the back of this letter.

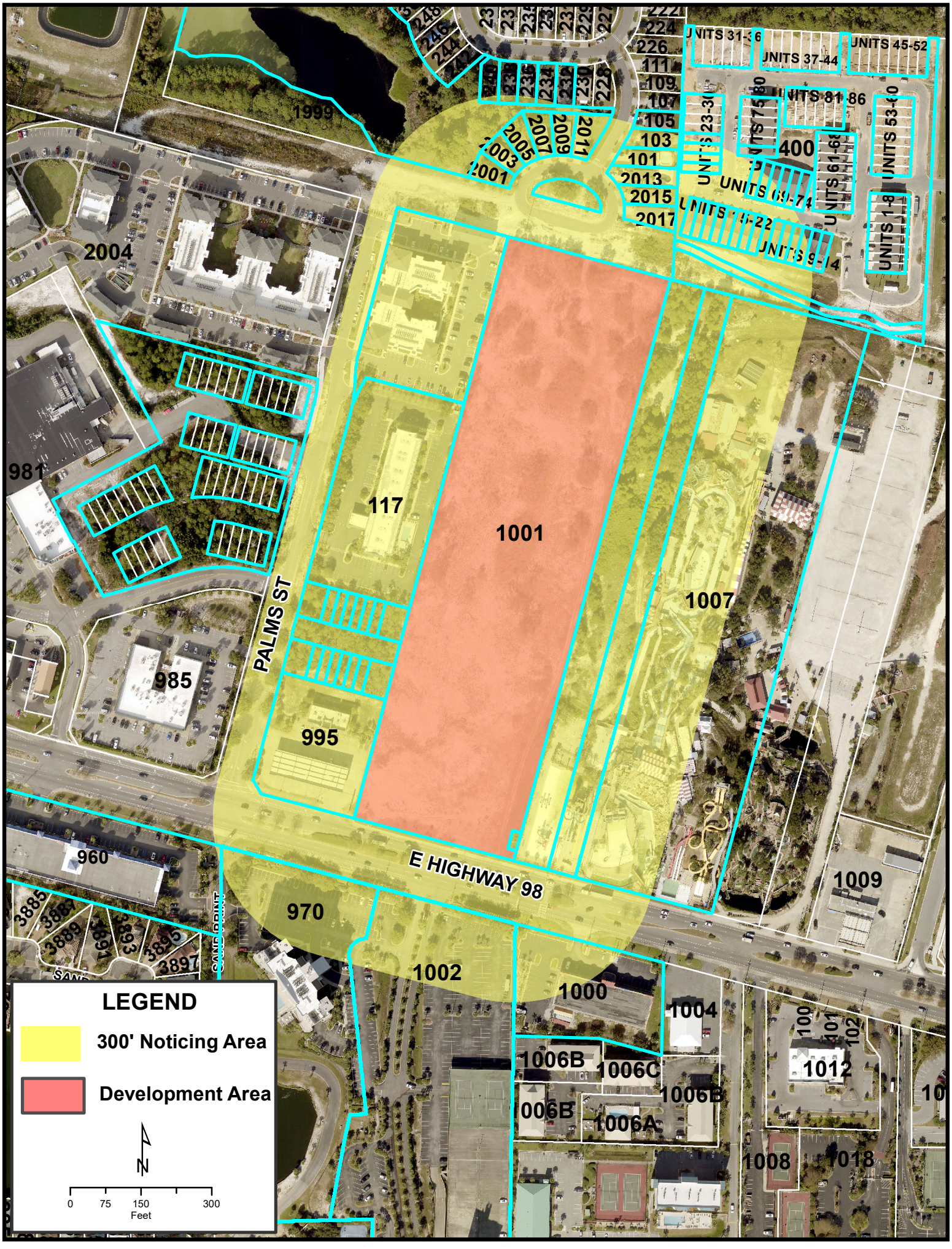
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

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

Sincerely,

Jesse Hernanez
Planner

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



LEGEND
300' Noticing Area
Development Area
N
0
75
150
300
Feet
PALMS ST
E HIGHWAY 98
1001
1002
1000
1004
1006B
1006C
1006A
1007
1008
1009
1012
1018
1999
2004
981
985
960
970
995
117
400
UNITS 31-36
UNITS 37-44
UNITS 45-52
UNITS 81-86
UNITS 69-74
UNITS 9-14
UNITS 1-8

July 17, 2025


City of Destin
Public Notice
for
Proposed Development
Major D.O.
DEV-001643-2025
Authorized Agent: Choctaw Engineering
Agent's Phone Number: (850) 862-6611
Project Plans can be
requested via the City Clerk at
(850) 837-4242, or at
www.cityofdestin.com

AFFIDAVIT
POSTING OF PROPERTY

BEFORE ME, the undersigned authority, personally appeared: MARK C. SINER,

the owner and/or authorized agent of the following described property: 1001 HIGHWAY 98 DESTIN FL

_____-who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.

_____
Signed Name of Owner/Agent

MARK C. SINER
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence X or online notarization __, this 17 day of July, 2025.

By: Mark Siner
(Print name)

Personally known X OR Produced Identification _____

_____ Seal:
Notary Signature

NOTARY PUBLIC STATE OF FLORIDA
DONNA JACKSON
MY COMMISSION # HH 616128
EXPIRES: March 24, 2029

Destin Fire Control District
848 Airport Road – Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715

Chief Kevin Sasser

PLAN REVIEW FEE RECEIPT

Date Received 7-22-2025 Log # 134

Location Parcel ID 00-2S-22-0000-0013-014A Date Completed 7-28-2025

Project Name Dury Inn - TRT Telephone _____

Contractor/Owner Choctaw Engineering, Inc Telephone 850-862-6611

Reviewed by _____ Received by K Hall Check # M/C

TRC – Technical Review Committee		$20.00	$ 20.00
Site Plan/Revised Site		$10.00	$ 10.00
Temporary Building		$20.00	$
Tent		$20.00	$
Construction Trailer		$20.00	$
*Building _____	x	$00.03 sq. ft.	$
Revised	n/c		
*Additional Revisions _____	x	¼ fee	$
*Interior Build-out _____	x	$00.03 sq. ft.	$
*Remodel _____	x	$00.03 sq. ft.	$
*Parking Garage _____	x	$00.02 sq. ft.	$
***Minimum $15.00**			
Fences/gates		$10.00	$
Signs, building/pylon		$10.00	$
Fire Protection			
Sprinkler – 49 heads		$30.00	$
Sprinkler + 49 heads	$30.00 +	$00.25 per head	$
Revised		$10.00	$
Standpipe – per riser		$25.00	$
Underground		$10.00	$
Fire Pump		$25.00	$
Pre-engineered System			
Hood/Inert gas		$30.00	$
Fire alarm – per system		$30.00	$
Revised		$10.00	$
Services			
Hydrant Flow (if required)		$20.00	$
TOTAL FEE RECEIVED			$ 30.00

A Heart Ready Community

An Advanced Life Support Service

TRC Review Fee is due prior to issuing a TRC for Conceptual Approval
Plan Review Fee is due prior to issuing a Letter of Approval for Building Permit

Destin Fire Control District
848 Airport Road – Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715

Chief Kevin Sasser

TECHNICAL REVIEW TEAM

DATE: July 28, 2025

To: PLANNING & ZONING DIRECTOR
CITY OF DESTIN
4100 Indian Bayou Trail
DESTIN, FL 32541

This project has been reviewed for conceptual approval in accordance with the currently adopted Florida Fire Prevention Code.

Project: Dury Inn TRT Revised Plan

Address: Parcel ID 00-2S-22-0000-0012-014A

Occupancy: N/A

Owner and/or Contractor: Choctaw Engineering, Inc
Mark 850-862-6611

Comments: APPROVED

Fire Safety Public Safety Facilities Fees (Impact Fees) and Plan Review fees will be assessed when building plans are submitted. All fees must be paid upon completion of the review.

All Fire District reviews will be in accordance with the 8th Edition, Florida Fire Prevention Code, appropriate Florida Statutes, Florida Administrative Codes and local ordinances. Submittals shall comply with *Fla, Statute 61G15-32.* All submittals shall reference the appropriate code editions.

All future submittals to this office shall include the complete address for each building(s) under construction as assigned by the City of Destin.

The Fire Protection System shall be designed by a Florida Registered Professional Engineer. All submittals shall be *sealed, signed and dated* by the Engineer of Record. The Engineer of Record shall include hydraulic calculations for the fire sprinkler system.

A Heart Ready Community

An Advanced Life Support Service

**The Fire Alarm System shall be designed by a Florida Registered Professional Engineer. All submittals shall be *sealed, signed and dated* by the Engineer of Record. **

A water supply for fire protection, either temporary or permanent and acceptable to the authority having jurisdiction, shall be made available prior to delivery of combustible materials.

Fire Department access to and on the site shall be always maintained.

During construction, the required standpipes and access stairs will be installed and maintained in accordance with NFPA 1 Ch. 16.3.5; Ch. 16.3.4.5 and applicable Florida Building Codes.

The underground fire service line, from the point of service to 12" above the finished floor, shall be installed by a contractor licensed to install the dedicated portion of the fire service line. The designated point of service shall be approved by this office. One (1) sets of drawings of the planned underground and material data sheets must be submitted to this office for review and approval prior to starting installation. Flushing of and the 200-psi pressure test of the fire service lines must be witnessed by a representative of this office. The Underground Contractor shall provide a completed "*Contractor's Material and Test Certificate for Underground Piping*" at the time of the final pressure test.

A Rapid Entry Lock Box (Knox Box) is required. Contact this office prior to ordering.

Fire Fighter Safety Symbols are required.

Hood System plan must be reviewed by this office.

Equipment protected by the kitchen hood suppression system shall have an approved method to ensure the appliance is returned to the approved design location.

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

DESTIN WATER USERS INC.

P.O. BOX 308 DESTIN, FL. 32540-0308 (850)-837-6146

DATE: 9/24/2025

TO: THE CITY OF DESTIN – COMMUNITY DEVELOPMENT
4200 TWO TREES ROAD
DESTIN, FLORIDA 32541

PROJECT: Drury Plaza Hotel - 1001 Hwy 98E

PROJECT NUMBER: DEV-001643-2025

CONTACT: Jesse Hernandez

LOCATION: 4100 Indian Bayou Trail Destin, Fl. 32541

[X] **PROJECT QUESTIONNAIRE WAS COMPLETED AND RETURNED TO DESTIN WATER USERS.**

THIS LETTER CERTIFIES THAT THIS PROJECT HAS BEEN REVIEWED BY DESTIN WATER USERS INC. AT A TECHNICAL REVIEW COMMITTEE MEETING AND IS CONCEPTUALLY:

X APPROVED

(Subject to the following, which shall be a condition of the Developmental Order with the City of Destin)

1. *ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.*
2. ***FIELD VERIFIED AND SCALED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.***
3. WATER
   a. WATER LINE THAT SERVICES THE OUTPARCELS TO THE SOUTH. SUGGEST INSTALLING A HYDRANT OR SOME TYPE OF FLUSHING DEVICE. THIS LINE WILL BE PRESSURE TESTED
   b. AN FDEP PERMIT MAY BE REQUIRED FOR LOOPING THE SYSTEM. ONCE INSTALLED AND BACTERIA AND PRESSURE TESTING FOR CLEARANCE OF GENERAL WATER PERMIT REQD.
   c.

IF YOU HAVE QUESTIONS OR CONCERNS, PLEASE CONTACT MONICA WALLIS AT mwallis@dwuinc.com OR 850-837-6146 EXT. 3945 OR BY FAX AT 850-654-5173

Signed

d.

e.

f.

4. SEWER

a. 2" FORCE MAIN THAT WILL SERVICE THE OUTPARCELS TO THE SOUTH. WILL NEED TO BE PRESSURE TESTED.

b. MANHOLE THAT 2" FORCE MAIN CONNECTS TO WILL NEED TO BE LINED.

c. ALL GRAVITY SEWER TO BE VIDEO INSPECTED AFTER INSTALLATION AND BEFORE BEING PLACED IN SERVICE.

d. GREASE TRAP: ALL FLOOR DRAINS, MOP SINKS, 3 COMPARTMENT SINKS, HAND WASH SINKS, DISHWASHERS IN KITCHEN SHALL BE ON THE GREASE TRAP LINE.

e.

f.

5.

a.

b.

c.

d.

e.

f.

IF YOU HAVE QUESTIONS OR CONCERNS, PLEASE CONTACT MONICA WALLIS AT mwallis@dwuinc.com OR 850-837-6146 EXT. 3945 OR BY FAX AT 850-654-5173

Signed

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
SANITARY SEWER

The following certificate must be completed in full, returned to and certified by one of the following sewer providers, and returned signed and dated to the City of Destin's Community Development Department:

Destin Water Users, Inc.
Attn: Mr. Steven Schmitt
218 Main St.
Destin, Florida 32541
Phone: (850) 337-3937 ext 3937
Fax: (850) 837-4165

South Walton Utility Company, Inc.
Attn: Ms. Alicia Keeter
369 Miramar Beach Drive
Miramar Beach, FL 32550
Phone: (850) 837-2988
Fax: (850) 837-7648

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: DRURY HOTEL

Project Address: HIGHWAY 98

Project Representative: CHOCTAW ENGINEERING Phone: (850) 862-6611

Square Footage and Type of Usage: 225,615 S.F. - 6 STORY HOTEL

Number of Units: 320 Rooms

Signature: _____ Date: 6/25/25

This section to be completed by Sewer Provider:

Is this site within an existing service area? Yes [X] No [ ] If no, will the service area be extended? Yes [ ] No [ ]

If no, how will sanitary sewer be provided: _____

Adopted Level of Service (LOS):

128 gallons per capita per day (Land Development Code: Article 6, Section 6.04.02.B.1)

Demand Generated by this project: 52,000 GPD

Will the project demand cause the plant to reach 85% of its operating capacity: Yes [ ] or No [X]? If yes, attach details of plans for upgrading facility including time schedules, etc.

*Based on the methodology specified in Article 6, Section 6.04.00 of the City of Destin Land Development Code, the adopted LOS for sanitary sewer as stated above **IS** or **IS NOT** (circle one) maintained for this development.*

Marion Wallis — Signature
General Manager — Title
9/30/25 — Date

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
POTABLE WATER

The following certificate must be completed in full, returned to and certified by one of the following water providers, and returned signed and dated to the City of Destin's Community Development Department:

Destin Water Users, Inc.
Attn: Mr. Steven Schmitt
218 Main St.
Destin, Florida 32541
Phone: (850) 337-3937 ext 3937
Fax: (850) 837-4165

South Walton Utility Company, Inc.
Attn: Ms. Alicia Keeter
369 Miramar Beach Drive
Miramar Beach, Florida 32550
Phone: (850) 837-2988
Fax: (850) 837-7648

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: DRURY HOTEL

Project Location: HIGHWAY 98 **Lot/Block:** 6/J

Project Representative(s) Name: CHOCTAW ENGINEERING **Phone #:** (850) 863-6611

Square Footage and Type of Usage: 225,615 S.F. - 6 STORY HOTEL

Number of Units: 320 rooms

Signature: _____ Date: 6/25/25

This section to be completed by the Water Provider:

Is this site within an existing service area? Yes ☒ No ☐ If no, will the service area be extended? Yes ☐ No ☐ If no, how will potable water be provided: _____

Adopted Level of Service (LOS): 125 gallons per capita per day (average) (Land Development Code: Article 6, Section 6.04.02.B.5)

Demand Generated by this project: 56,000 GPD

Will the project demand cause the plant to reach 85% of its operating capacity: Yes ☐ No ☒ If yes, attach details of plans for upgrading facility including time schedules, etc.

Based on the methodology specified in Article 6, Section 6.04.00 of the City of Destin Land Development Code, the adopted LOS for potable water as stated above ***IS*** *or* ***IS NOT*** *(circle one) maintained for this development.*

Signature	Title	Date
	General Manager	9/30/25

OGD REVIEWN
07/17/2025 J.S.

EXISTING 6" STL HP DISTRIBUTION GAS LINE, POTENTIAL CONFLICT, EXPOSE AND PROTECT, OGD REP MUST BE ONSITE WITH ALL WORK WITHIN 15' OF ALL HP GAS LINES

DRURY INN & SUITES

A COMMERCIAL DEVELOPMENT IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST DESTIN, FLORIDA

SITE IMPROVEMENT PLANS

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.

UTILITIES NOTE

CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES AND COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

UTILITY COMPANIES

CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES "LINE SPOTTED" BY CALLING 1-800-432-4770 "CALL SUNSHINE" OR BY CONTACTING LOCAL UTILITY COMPANIES.

WATER & SEWER:	DESTIN WATER USERS, INC. PO BOX 308 DESTIN, FLORIDA 32540 (850) 837-6146 EX. 214
TELEPHONE:	EMBARQ PO BOX 1778 FORT WALTON BEACH, FL 32549 BILL BELLAMY (850) 664-3763
TV CABLE:	COX COMMUNICATIONS 320 NW RACETRACK ROAD FORT WALTON BEACH, FL 32547 ROGER DIXON (850) 314-8163
ELECTRIC:	FLORIDA POWER AND LIGHT 34854 EMERALD COAST PARKWAY DESTIN, FL 32541 SUZIE McDANIEL (850) 244-4730
GAS:	OKALOOSA GAS DISTRICT 364 HIGHWAY 190 PO BOX 548 VALPARAISO, FL 32580

DATE PREPARED:

24 JUNE 2025

REVISIONS:

PREPARED BY:

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
FT. WALTON BEACH, FL 32547
PHONE: (850) 862-6611
FAX: (850) 863-8059
cei@choctaweng.com

PREPARED FOR:

DRURY SOUTHWEST, INC.
11331 COKER LOOP EAST.
SAN ANTONIO, TEXAS 78216
CONTACT: EDUARDO ROBINSON
(210) 338-7846

LEGAL DESCRIPTIONS:

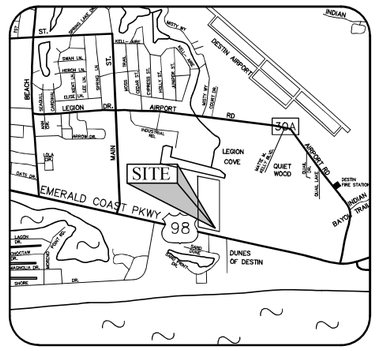
COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD #30, 100 FOOT RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, (NOW A 110 FOOT RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00 FOOT RIGHT-OF-WAY), A DISTANCE OF 1723.27 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 1278.23 FEET TO A POINT ON THE SOUTH LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 350.00 FEET; THENCE GO SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 1278.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 125 FOOT RIGHT-OF-WAY); THENCE GO NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 30, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

BENCHMARK INFORMATION:

BENCHMARK NO. 1:
EL.: 16.47'

BENCHMARK NO. 2
EL.: 14.75'

CEI PROJECT NO.: 2014-173-E



LOCATION MAP
NOT TO SCALE

INDEX:

1. COVER SHEET
2. OVERALL SITE PLAN
3. DEMOLITION PLAN (1 OF 2)
4. DEMOLITION PLAN (2 OF 2)
5. SITE PLAN (1 OF 2)
6. SITE PLAN (2 OF 2)
7. GRADING PLAN (1 OF 2)
8. GRADING PLAN (2 OF 2)
9. DRAINAGE PLAN (1 OF 2)
10. DRAINAGE PLAN (2 OF 2)
11. UTILITY PLAN (1 OF 2)
12. UTILITY PLAN (2 OF 2)
13. TURNLANE SECTIONS
14. STORMWATER POLLUTION PREVENTION PLAN
15. WATER & SEWER DETAILS
16. SPECIFICATIONS (1 OF 2)
17. SPECIFICATIONS (2 OF 2)

Digitally signed by Mark C Siner
Date: 2025.06.26 17:28:54 -05'00'

MARK C. SINER, REGISTERED P.E.
FLORIDA CERTIFICATE NO. 48831

SITE DATA TABLE:

PARCEL I.D.: **00-2S-22-0000-0013-014A**

ZONED: **TOWN CENTER MIXED USE (TCMU)**

LAND USE: **TOWN CENTER MIXED USE (TCMU)**

FLOOD ZONE: **X***

BUILDING SETBACKS:
REQUIRED: FRONT = **MIN. 45'** PROVIDED: FRONT = **441.0'**
SIDE = **6'** SIDE = **65.2'**
REAR = **0'** REAR = **440.7'**

BUILDING INFORMATION:
BUILDING HEIGHT: **66' (6-STORY)**
GROSS FLOOR AREA: **225,615 SF**

TOTAL SITE AREA: **447,140 SF = 10.27 ACRES**

TOTAL PROJECT AREA: **308,909 SF = 7.09 ACRES**

MAX. FAR ALLOWED: **1.5 = 670,710 SF**

FAR PROVIDED: **225,615 SF = 0.51**

IMPERVIOUS AREA ALLOWED: **312,998 SF = 70%**

IMPERVIOUS AREA PROVIDED: **258,720 SF = 57.9%**

OPEN SPACE REQUIRED: **134,142 SF =30%**

OPEN SPACE PROVIDED: **188,420 SF = 42.1%**

PARKING SPACES REQUIRED: **HOTEL – 1 SP/ROOM + 1 SP/20 ROOMS (320 ROOMS) = 336 SPACES**
MAXIMUM TOTAL REQUIRED = 336 SPACES
MINIMUM TOTAL REQUIRED = 336 X 0.80 =269 SPACES
(OLD DESTIN MMTD SUB-AREA)

PARKING SPACES PROVIDED: **334 SPACES (INCLUDES 8 H/C ACCESSIBLE SPACES)**

PARKING SPACES REQUIRED: **17 SPACES = 5.0%**

PARKING SPACES PROVIDED: **17 SPACES = 5.1%**

*FLOOD ZONE INFORMATION PER FLOOD INSURANCE RATE MAP OF OKALOOSA COUNTY, FLORIDA, COMMUNITY PANEL NO. 12091C-0488-J & 12616B-0488-J, DATED 09 MARCH 2021.

DUST CONTROL REQUIREMENTS

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.

2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.

3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.

4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.

5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.

6. WATER WILL E APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.

7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.

9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.

10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.

11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.

12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.

13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.

14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

CONSTRUCTION VEHICLE PARKING MITIGATION PLAN

1. A CONSTRUCTION VEHICLE MITIGATION PLAN MUST BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
2. SAID CONSTRUCTION VEHICLE PARKING MITIGATION PLAN MUST INDICATE THE LOCATION ON THE PROPERTY WHERE ALL MOTORIZED CONSTRUCTION VEHICLES WILL BE PARKED AT THE END OF THE WORK DAY.
3. ALL MOTORIZED CONSTRUCTION VEHICLE SHALL BE LOCATED AS FAR AWAY FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.

VIBRATION IMPACT MITIGATION REQUIREMENTS

1. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED.
2. METHODS FOR ANY PILE DRIVING, EARTHWORK, COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMANGE THRESHOLD OF 95 VIBRATION DECIBELS (VdB).
3. CONTRACTOR SHALL PROVIDE A WRITTEN DESCRIPTION FOR HOW TO MINIMIZE THE IMPACT ON SURROUNDING PROPERTIES FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80 VdB TO THE CITY OF DESTIN'S PLANNING DIVISION FOR REVIEW AND APPROVAL.

LEGEND

- ASPHALT
- CONCRETE
- SETBACK LINE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- OHE — OVERHEAD UTILITY LINE
- ELECTRICAL BOX
- TELEVISION BOX
- TRAFFIC SIGNAL BOX
- TELEPHONE BOX
- FENCE
- TRAFFIC ARROW
- CENTERLINE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- MONITORING WELL

NORTH

GRAPHIC SCALE

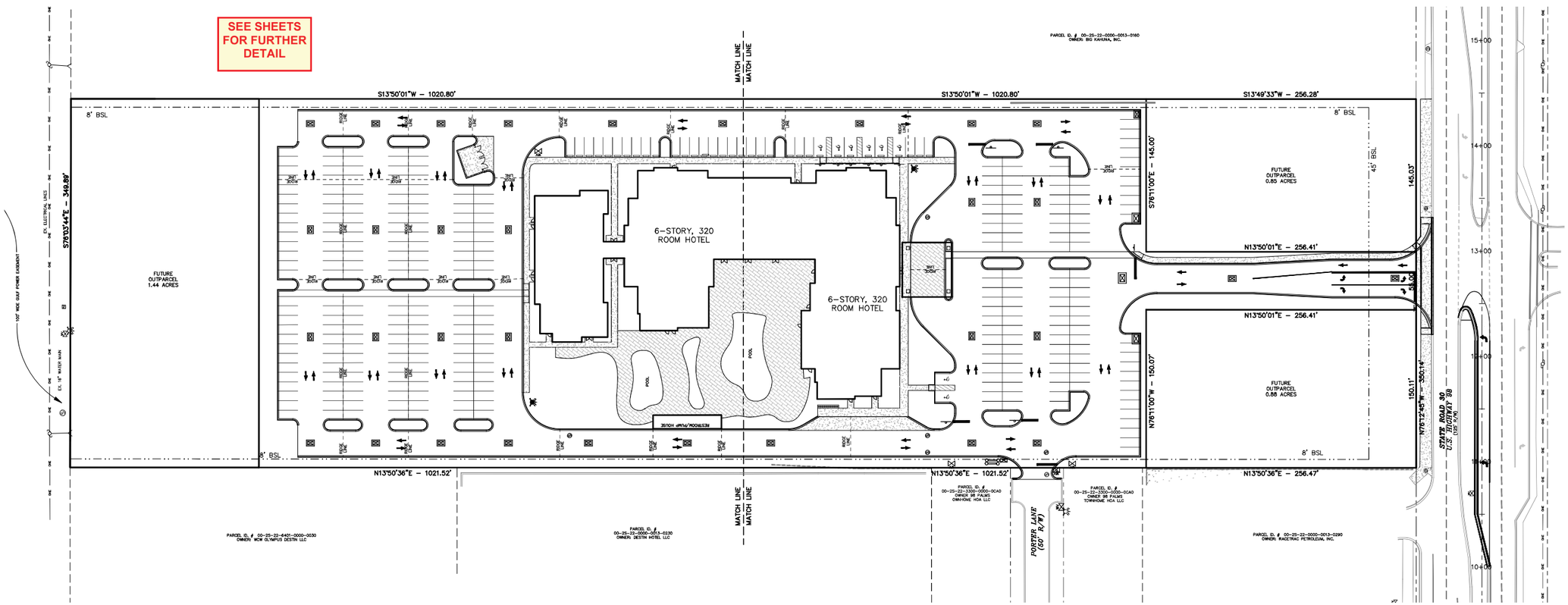
50 0 25 50 100

(IN FEET)

SCALE: 1" = 50 ft.

POSTED SPEED LIMIT = 40 MPH

SEE SHEETS FOR FURTHER DETAIL



CEI
CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
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Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

OVERALL SITE PLAN

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

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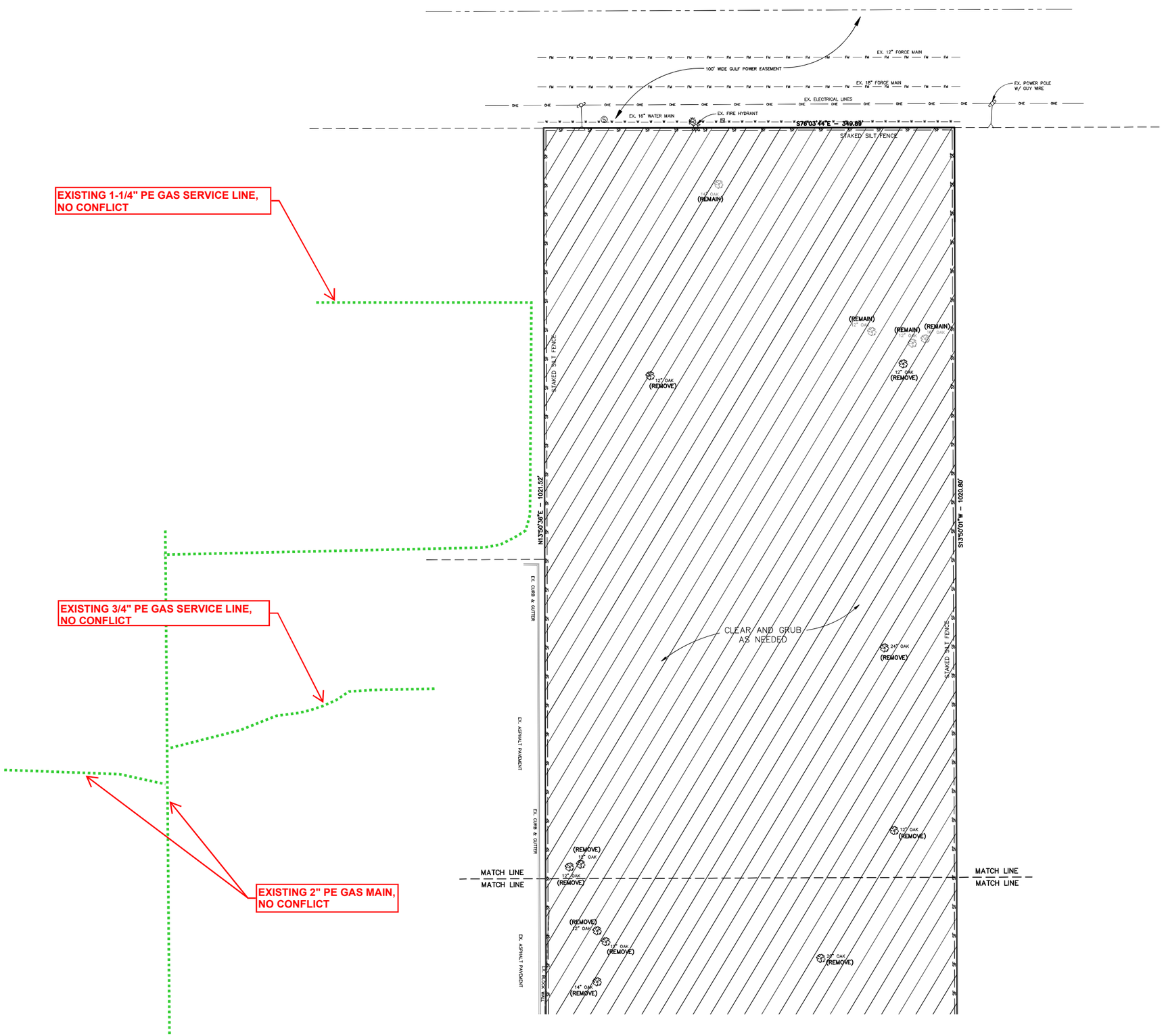

LEGEND

EXISTING FEATURES TO BE REMOVED

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

EROSION NOTES:

1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. SILT FENCE BARRIER SHALL BE INSTALLED IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
3. GRADES AT CURBS ARE AT FLOWLINE.
4. STABILIZED CONSTRUCTION ENTRANCESHALL BE INSTALLED AS THE 1ST STEP OF CLEARING AND GRADING
5. ADDITIONAL TECHNIQUES TO REDUCE SOIL TRACKING OFF OF SITE & ONTO ROADWAY SUCH AS WHEEL WASHING MAY BE REQUIRED.
6. ANY SEDIMENT THAT IS TRACKED ONTO ROADWAY SHALL BE REMOVED IMMEDIATELY BY SWEEPING. THE SEDIMENT COLLECTED BY SWEEPING SHALL BE REMOVED FROM ROADWAY & STABILIZED ON THE SITE.

DEMOLITION NOTES:

1. REMOVE PAVEMENT, BUILDINGS, BASE COURSE AND CURBING.
2. REMOVE EXISTING UTILITY SERVICES. COORDINATE WITH UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS OFF-SITE AND BE IN COMPLIANCE WITH FEDERAL, STATE AND COUNTY LAWS AND REGULATIONS.
4. CONTRACTOR SHALL RETAIN ALL SOIL EROSION SEDIMENTATION ON-SITE BY USING STAKED SILT FENCE.
5. THE EXISTING WATER SERVICES WITHIN THE PROPERTY MUST BE LOCATED, DISCONNECTED AND CAPPED AT THE MAIN LINE AND REMOVED FROM THE SITE.
6. EXCAVATION MATERIAL TO BE USED AS FILL MATERIAL ON-SITE OR DISPOSED OFF-SITE.

UTILITIES NOTE:

CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES AND COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
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FAX: 850-863-8059
EMAIL: cei@choctaweng.com
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Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

DEMOLITION PLAN (1 OF 2)

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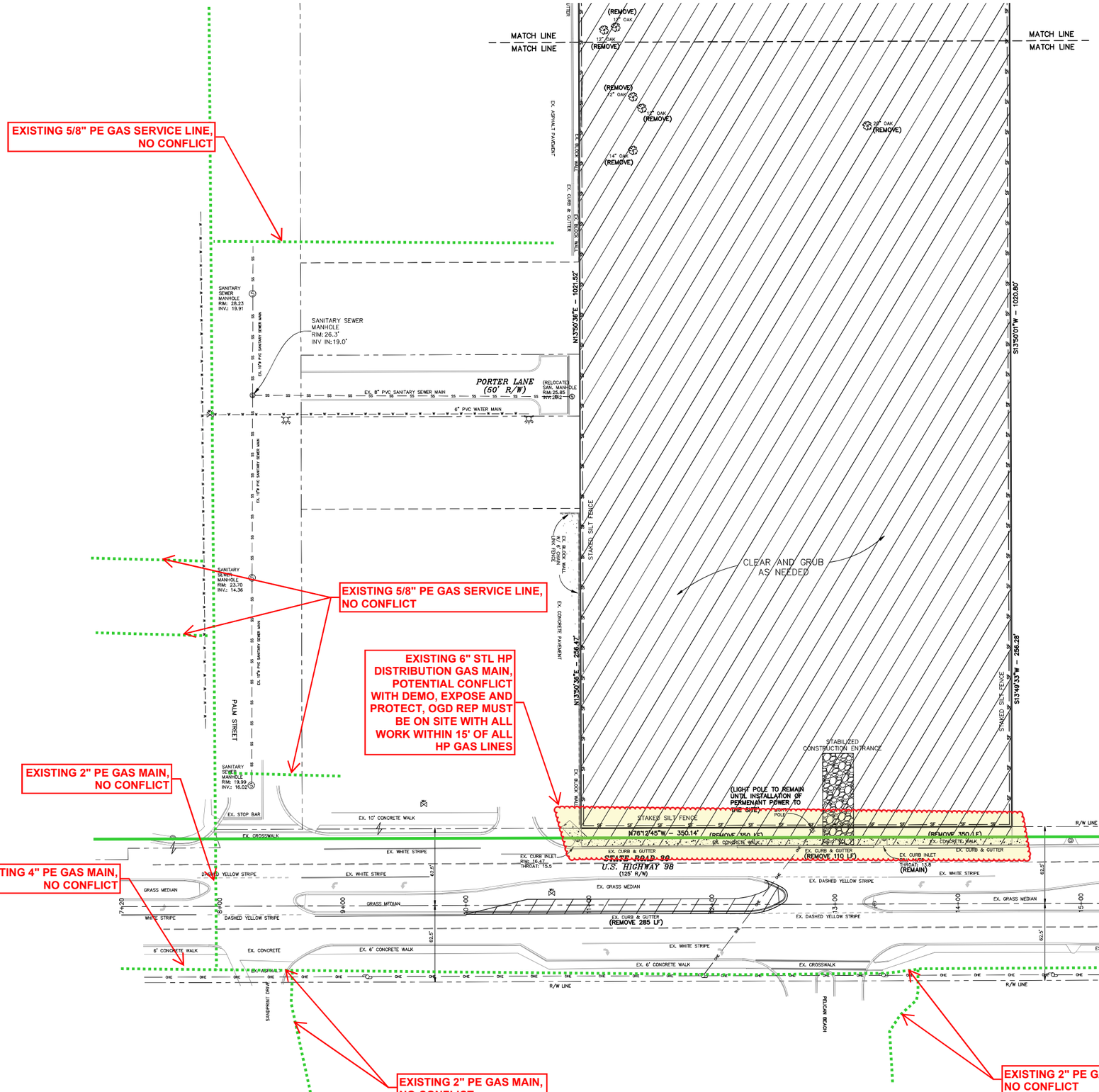

LEGEND

EXISTING FEATURES TO BE REMOVED

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

F.D.O.T. CONSTRUCTION NOTES:

GOVERNING DOCUMENTS NOTE:
"ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROADWAY CONSTRUCTION, FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, FLORIDA DESIGN MANUAL, FLORIDA GREENBOOK, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)."

HURRICANE NOTE:
"ALL LANES MUST BE OPENED TO TRAFFIC WITHIN 12 HOURS AFTER RECEIVING NOTIFICATION OF A HURRICANE EVACUATION OR ANY OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE PERMITS MANAGER."

PRE-WORK MEETING NOTE:
"ENGINEER SHALL SCHEDULE AND HAVE AN ON-SITE PRE-WORK MEETING WITH REPRESENTATIVES FROM THE ENGINEERING FIRM, FDOT, QUALITY CONTROL TESTING LABORATORY, PRIME CONTRACTOR, AND ANY OTHER INTERESTED PARTY PRESENT."

PRE-PAVING MEETING NOTE:
"PAVING CONTRACTOR SHALL SCHEDULE A PRE-PAVING MEETING WITH FDOT. PROPOSED ASPHALT MIX DESIGNS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO OR AT THE PRE-PAVING MEETING."

QC PLAN NOTE:
"CONTRACTOR MUST SUBMIT A QUALITY CONTROL PLAN FOR FDOT REVIEW AND APPROVAL BEFORE OR AT THE REQUIRED PRE-WORK MEETING. QUALITY CONTROL TESTING SHALL BE PERFORMED BY FDOT CERTIFIED TECHNICIANS AND TESTING LABORATORY. ALL TEST RESULTS SHALL BE PROVIDED TO FDOT AS SOON AS PRACTICAL.

SOD NOTE:
"SOD AREAS WITHIN 32' OF EDGE OF PAVEMENT & SLOPES GREATER THAN 1:3. OTHER DISTURBED AREAS MAY BE REPAIRED BY SEEDING OR HYDRO-SEEDING. SEE FDOT STANDARD PLANS INDEX 570-010 AND SECTION 570 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.

STRIPING NOTE:
"ALL STRIPING WITHIN FDOT RIGHT OF WAY SHALL BE THERMOPLASTIC AND ADHERE TO FDOT STANDARD PLANS INDEX 711-001 AND SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION". STANDARD SPEC 711-4.1 STATES; "WAIT AT LEAST 14 DAYS AFTER CONSTRUCTING THE FINAL ASPHALT SURFACE COURSE TO PLACE THERMOPLASTIC PAVEMENT MARKINGS. INSTALLATION OF THERMOPLASTIC ON CONCRETE REQUIRES A CLEAN, DRY SURFACE. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR SURFACE PREPARATION FOR THERMOPLASTIC ON CONCRETE. PROVIDE TEMPORARY PAVEMENT MARKINGS DURING THE INTERIM PERIOD PRIOR TO OPENING THE ROAD TO APPLY OR RECAP STANDARD THERMOPLASTIC PAVEMENT MARKINGS FOR LONGITUDINAL LINES TO ATTAIN A MINIMUM THICKNESS OF 0.10 INCH OR 100 MILS AND A MAXIMUM THICKNESS 0.15 INCH OR 150 MILS WHEN MEASURED ABOVE THE PAVEMENT SURFACE. MARKINGS OTHER THAN LONGITUDINAL LINES, WHEREVER LOCATED, WILL HAVE A THICKNESS OF 0.09 INCH OR 90 MILS TO 0.12 INCH OR 120 MILS WHEN MEASURED ABOVE THE PAVEMENT SURFACE.

LANE AND SHOULDER CLOSURES:
"ALL LANE AND SHOULDER CLOSURES MUST BE REQUESTED IN WRITING AND APPROVED A MINIMUM OF 48 HOURS PRIOR TO WORK STARTING. ALLOW UP TO 2 WEEKS FOR LANE CLOSURE APPROVAL PROCESS." CONTACT LOCAL PERMIT'S OFFICE FOR MORE DETAILS AT 850- 836-5790 OR 850-836-5742.

DITCH FLOWLINE:
"IT IS THE CONTRACTOR'S RESPONSIBILITY TO PLACE SIDE DRAIN PIPES AT PROPER ELEVATIONS TO MATCH THE FLOWLINE OF THE DRAINAGE DITCH (NOT SEDIMENT BUILD-UP) TO ENSURE POSITIVE STORMWATER FLOW."

GENERAL NOTES:

1) ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE FY 2022/23 STANDARD PLANS FOR ROAD CONSTRUCTION, THE 2020 STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2020 FLORIDA DESIGN MANUAL, 2016 FLORIDA GREENBOOK, 2017 PLANS PREPARATION MANUAL (PPM), AND THE 2016 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2) THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION TO BE DETERMINED (WHERE REQUIRED) BY THE CONTRACTOR DURING CONSTRUCTION.
3) ENGINEER-OF-RECORD TO REQUEST PRE-CONSTRUCTION MEETING ONSITE WITH FDOT BEFORE ANY CONSTRUCTION ACTIVITIES IN THE STATE R/W. DEVELOPER/CONTRACTOR TO NOTIFY EOR FOR SCHEDULE REQUEST.

TRAFFIC CONTROL NOTES:

1) THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR EACH PHASE OF WORK WITHIN F.D.O.T. RIGHT-OF-WAY. THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE REQUIREMENTS OF INDEX 102-600 OF THE THE 2020 STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, THE 2016 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LOCAL AGENCY REQUIREMENTS.
2) THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE WORK ZONE BY INSTALLING SIGNING AND BARRICADES AS SHOWN ON F.D.O.T. INDEX 102-600 SERIES.
3) ALL LANE AND SHOULDER CLOSURES MUST BE REQUESTED AND APPROVED A MINIMUM OF 48 HOURS PRIOR TO WORK STARTING. ALLOW UP TO 2 WEEKS FOR APPROVAL PROCESS.

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Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

DEMOLITION PLAN (2 OF 2)

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MARK C. SINER, P.E.
FL. REG. NO. 48831

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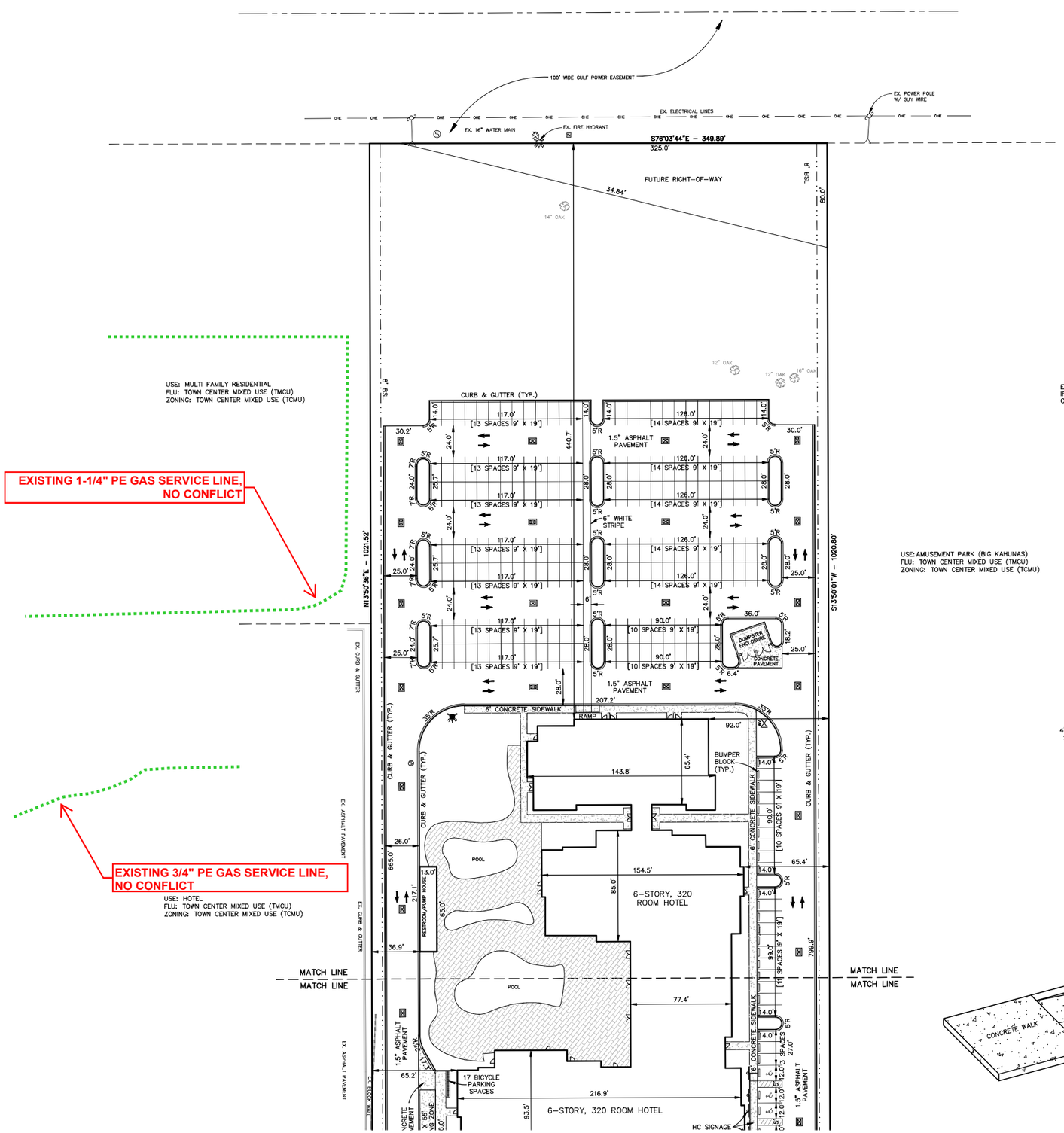
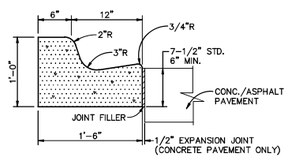
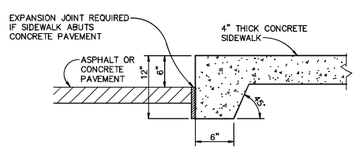


NOTE:
ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



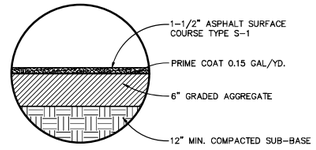
CONCRETE CURB AND GUTTER DETAIL
N.T.S.

WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" MIN., UNLESS OTHERWISE SHOWN ON PLANS. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB AND CONCRETE PAVEMENT OR CONCRETE STRUCTURES.

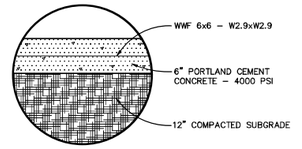


SIDEWALK THICKENED EDGE DETAIL
N.T.S.

THICKENED EDGE SIDEWALK SHALL BE INSTALLED WHEN SIDEWALK ABUTS PAVED PARKING AREA OR STREETS.



1-1/2" ASPHALT PAVEMENT DETAIL
N.T.S.



6" CONCRETE PAVEMENT DETAIL
N.T.S.

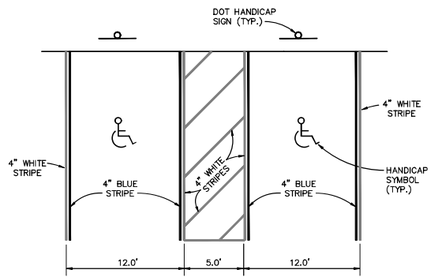
CROSS SLOPE ON SIDEWALK AND PEDESTRIAN ACCESSWAY ACROSS THE DRIVEWAY IS NOT TO EXCEED 2% (1:50).

IF STREET HAS BEEN OVERLAYED, INTO GUTTER, MATCH CONCRETE TO CONCRETE AND ASPHALT TO ASPHALT.



GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
SCALE: 1" = 40 ft.

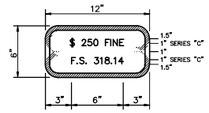
L E G E N D
- ASPHALT
- CONCRETE
- SETBACK LINE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- OHE — OVERHEAD UTILITY LINE
- E — ELECTRICAL BOX
- TV — TELEVISION BOX
- TS — TRAFFIC SIGNAL BOX
- T — TELEPHONE BOX
- FENCE
- TRAFFIC ARROW
- CENTERLINE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- W — MONITORING WELL



HANDICAP AREA STRIPING DETAIL
N.T.S.



(F.D.O.T. INDEX #17355)

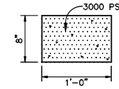


(FTP – 55)

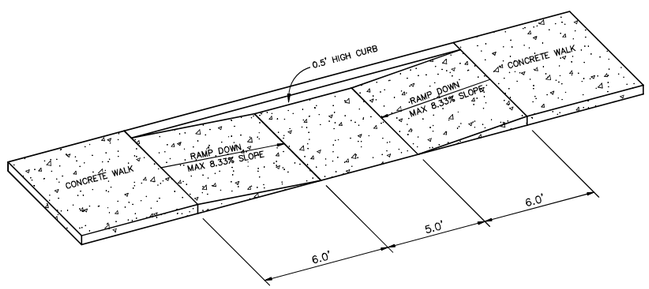
COLOR
BACKGROUND: WHITE
LEGEND & BORDER: BLACK

THIS PANEL SHALL BE INSTALLED UNDER THE FTP-25 OR FTP-26 HANDICAP PARKING SIGN.

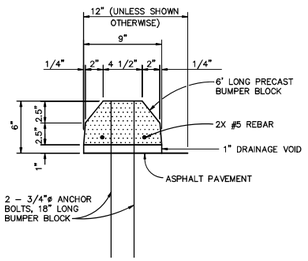
HANDICAP SIGN DETAIL
(F.D.O.T. INDEX No. 700-102)
N.T.S.



CONCRETE FLAT CURB DETAIL
N.T.S.



SIDEWALK HANDICAP RAMP DETAIL
N.T.S.



PRECAST CONCRETE BUMPER DETAIL
N.T.S.

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EXISTING 5/8" PE GAS SERVICE LINE, NO CONFLICT

EXISTING 5/8" PE GAS SERVICE LINE, NO CONFLICT

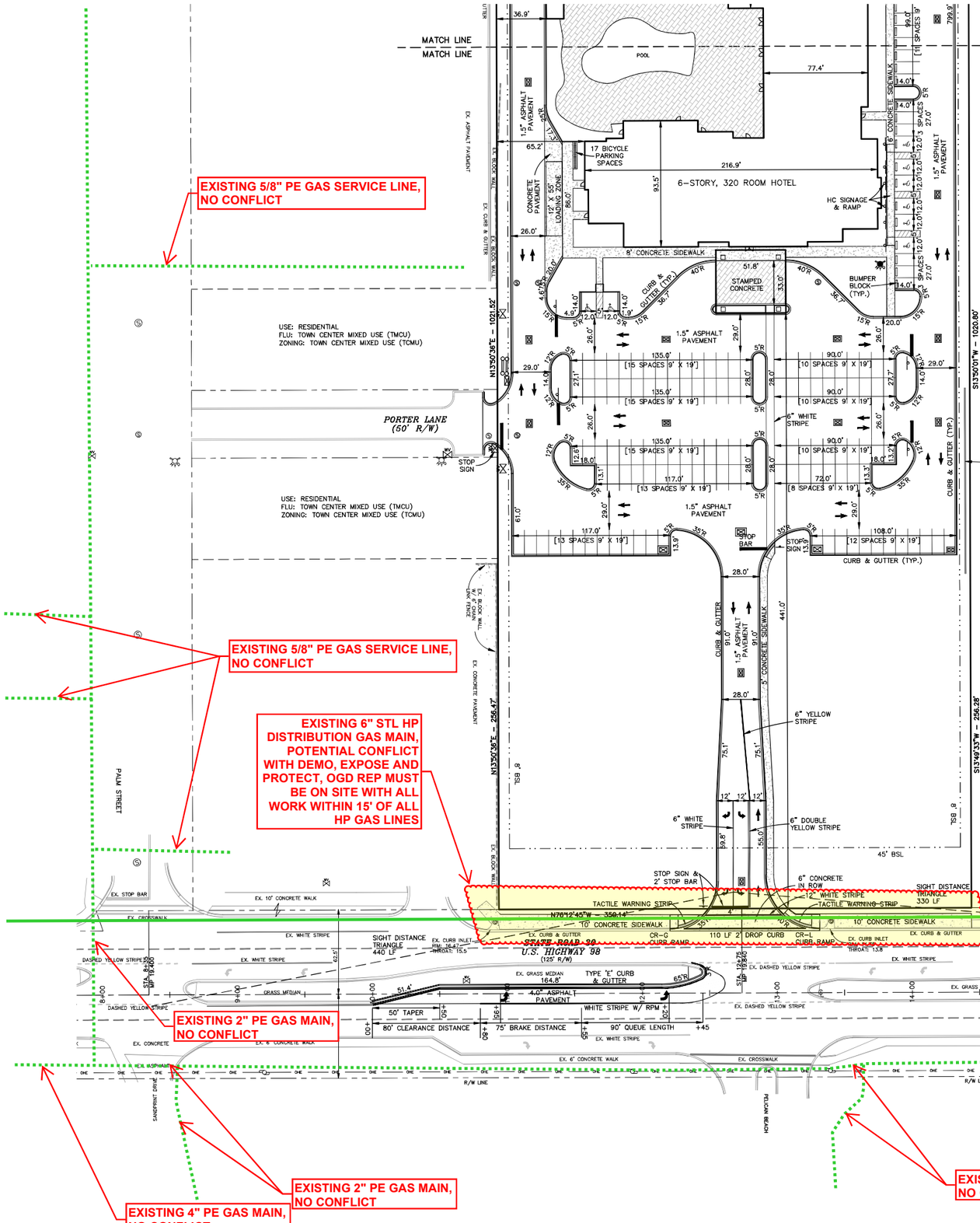
EXISTING 6" STL HP DISTRIBUTION GAS MAIN, POTENTIAL CONFLICT WITH DEMO, EXPOSE AND PROTECT, OGD REP MUST BE ON SITE WITH ALL WORK WITHIN 15' OF ALL HP GAS LINES

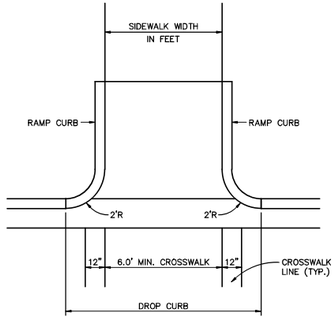
EXISTING 2" PE GAS MAIN, NO CONFLICT

EXISTING 4" PE GAS MAIN, NO CONFLICT

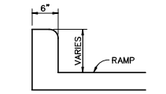
EXISTING 2" PE GAS MAIN, NO CONFLICT

EXISTING 2" PE GAS MAIN, NO CONFLICT

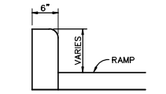




HANDICAP RAMP



RAMP WITH INTEGRAL CAST CURB



RAMP WITH SEPARATELY CAST CURB

OPTIONAL RAMP CURB

HANDICAP RAMP DETAIL
(F.D.O.T. INDEX No. 522-002)
N.T.S.

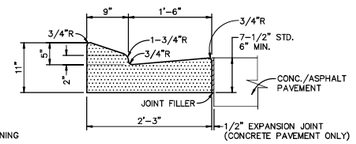
GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

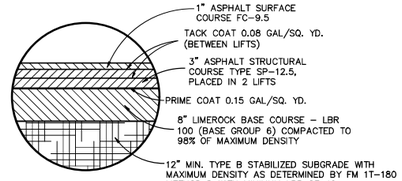
SCALE: 1" = 40 ft.

USE: AMUSEMENT PARK (BIG KAHUNAS)
FLU: TOWN CENTER MIXED USE (TCMU)
ZONING: TOWN CENTER MIXED USE (TCMU)



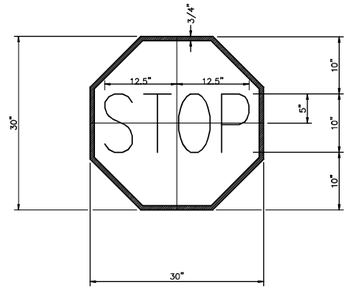
TYPE "E" CURB AND GUTTER DETAIL
(F.D.O.T. INDEX No. 520-001)
N.T.S.

WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" MIN., UNLESS OTHERWISE SHOWN ON PLANS. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEALER ARE REQUIRED BETWEEN CURB AND CONCRETE PAVEMENT OR CONCRETE STRUCTURES.



FDOT 4" ASPHALT PAVEMENT DETAIL
N.T.S.

NOTE: ASPHALT PAVEMENT IN FDOT RIGHT-OF-WAY MUST COMPLY WITH THE LATEST EDITION OF THE FDOT FLEXIBLE PAVEMENT DESIGN MANUAL.

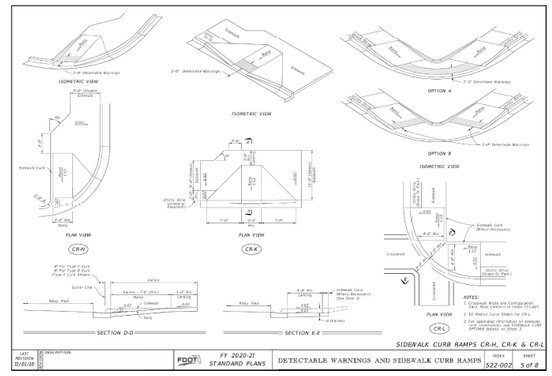


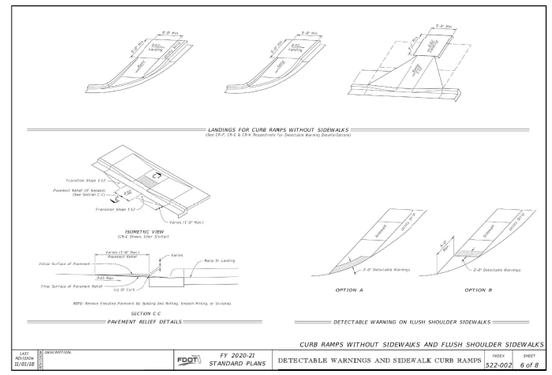
STOP SIGN DETAIL
N.T.S.

NOTE:
SIGN DESIGNATION: R1-1 (REFL.)
RELECTORIZATION: LEGEND, BORDER (REFL.)
BACKGROUND
SIGN COLORS: LEGEND, BORDER (WHITE)
BACKGROUND (RED)

LEGEND

- ASPHALT
- CONCRETE
- SETBACK LINE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- OHE — OVERHEAD UTILITY LINE
- E — ELECTRICAL BOX
- TV — TELEVISION BOX
- TS — TRAFFIC SIGNAL BOX
- T — TELEPHONE BOX
- FENCE
- TRAFFIC ARROW
- CENTERLINE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- MONITORING WELL





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ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

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Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

SITE PLAN (2 OF 2)

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MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.: 2014-173-E
Date: 24 JUNE 2025
Fld. Vol.: N/A
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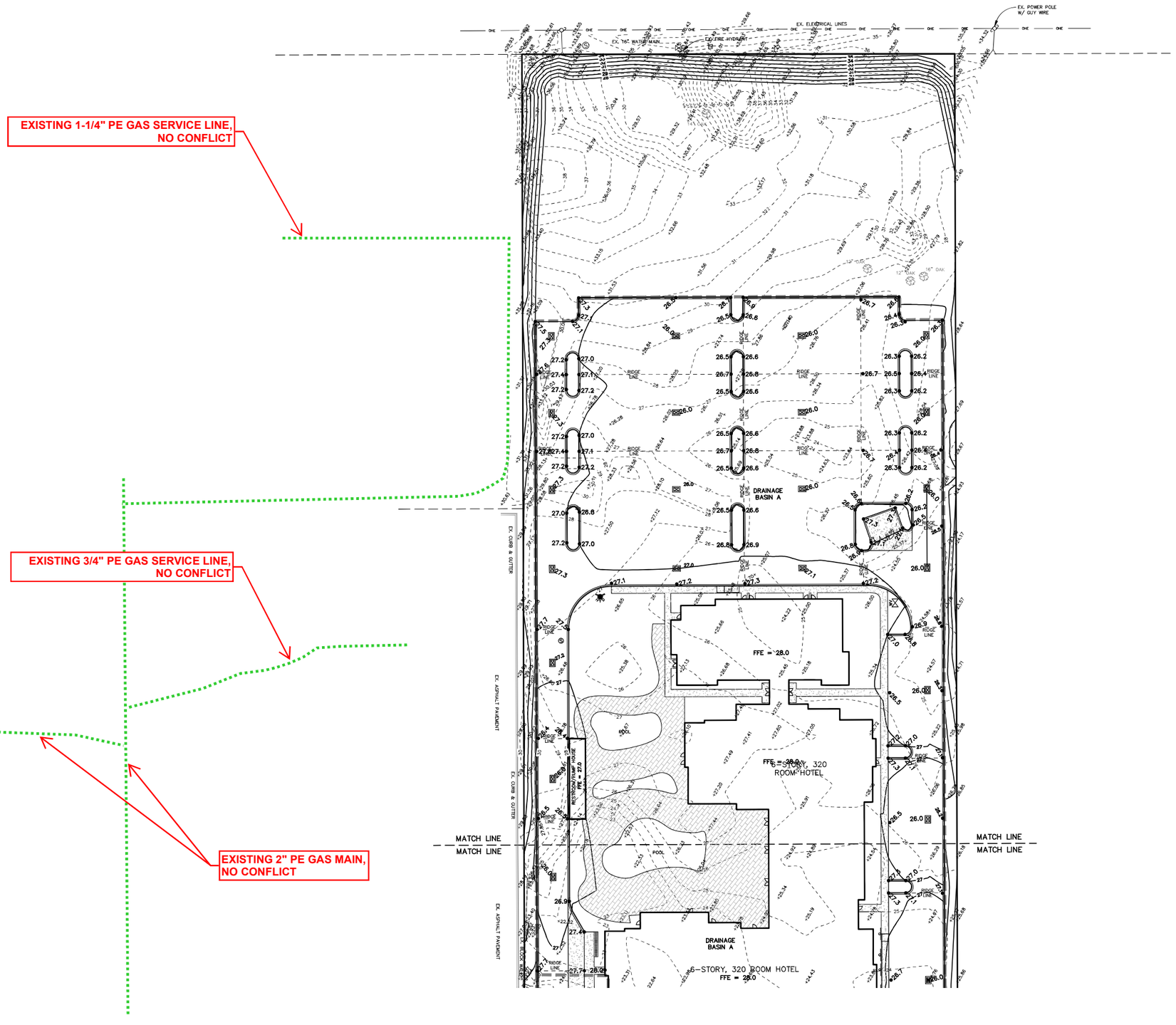
Sheet 6 of 17



LEGEND

⟹	DIRECTION OF STORMWATER RUNOFF
FFE	FINISHED FLOOR ELEVATION
DHW	DESIGN HIGH WATER
PT	PERC TEST LOCATION
	BENCHMARK
⊗5.5	PROPOSED SPOT GRADE
+5.00	EXISTING SPOT GRADE
	EXISTING CONTOUR
5	PROPOSED CONTOUR
SF	STAKED SILT FENCE
(A)	BASIN AREA

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

NOTES:

1. MATERIAL EXCAVATED FOR STORMWATER MANAGEMENT SYSTEM TO BE USED FOR FILL MATERIAL THROUGHOUT SITE.
2. CONTRACTOR WILL BE RESPONSIBLE FOR MONITORING CONSTRUCTION AND SUBMITTING TO THE DISTRICT NOTICE OF COMMENCEMENT. ENGINEER-OF-RECORD WILL BE RESPONSIBLE FOR AS-BUILT CERTIFICATIONS WHEN PROJECT IS COMPLETED.
3. THE PROPOSED DEVELOPMENT SHALL BE CONSTRUCTED WITH THE LOWEST FLOOR ELEVATION (EXCLUDING BASEMENTS AND NON-HABITABLE GARAGE) NOT LESS THAN ONE (1) FOOT ABOVE THE AVERAGE ACTUAL CROWN OR CENTER LINE OF THE LOWEST ELEVATION OF THE ROAD ABUTTING THE SUBJECT PROPERTY.
4. STORMWATER RETENTION AREAS SHALL BE SODDED.

GENERAL NOTES:

1. DETENTION PONDS SHALL BE DESIGNED TO DRAW DOWN ONE HALF OF THE TREATMENT VOLUME BETWEEN 48 AND 60 HOURS.
2. DRAWDOWN DEVICES SMALLER THAN 3 INCHES SHALL INCLUDE A DEVICE TO ELIMINATE CLOGGING (BAFFLES, GRATES, SCREENS OR PIPE ELBOWS).
3. THE LITTORAL ZONE SHALL BE GENTLY SLOPED (6:1 HORIZONTAL:VERTICAL OR FLATTER).
4. A MAXIMUM DEPTH OF 12 FEET AND A MEAN DEPTH BETWEEN 2 AND 8 FEET IS REQUIRED. THE AVERAGE LENGTH TO WIDTH RATIO OF THE POND MUST BE AT LEAST 2:1.
5. THE POND MUST BE DESIGNED SO THAT THE POND SIDE SLOPE MEASURED BETWEEN THE CONTROL ELEVATION AND TWO FEET BELOW THE CONTROL ELEVATION IS NO STEEPER THAN 4:1

* IF REQUIRED DUE TO SLOPES EXCEEDING 4:1

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FAX: 850-863-8059
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Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

GRADING PLAN (1 OF 2)

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FL. REG. NO. 48631

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EXISTING 5/8" PE GAS SERVICE LINE, NO CONFLICT

EXISTING 5/8" PE GAS SERVICE LINE, NO CONFLICT

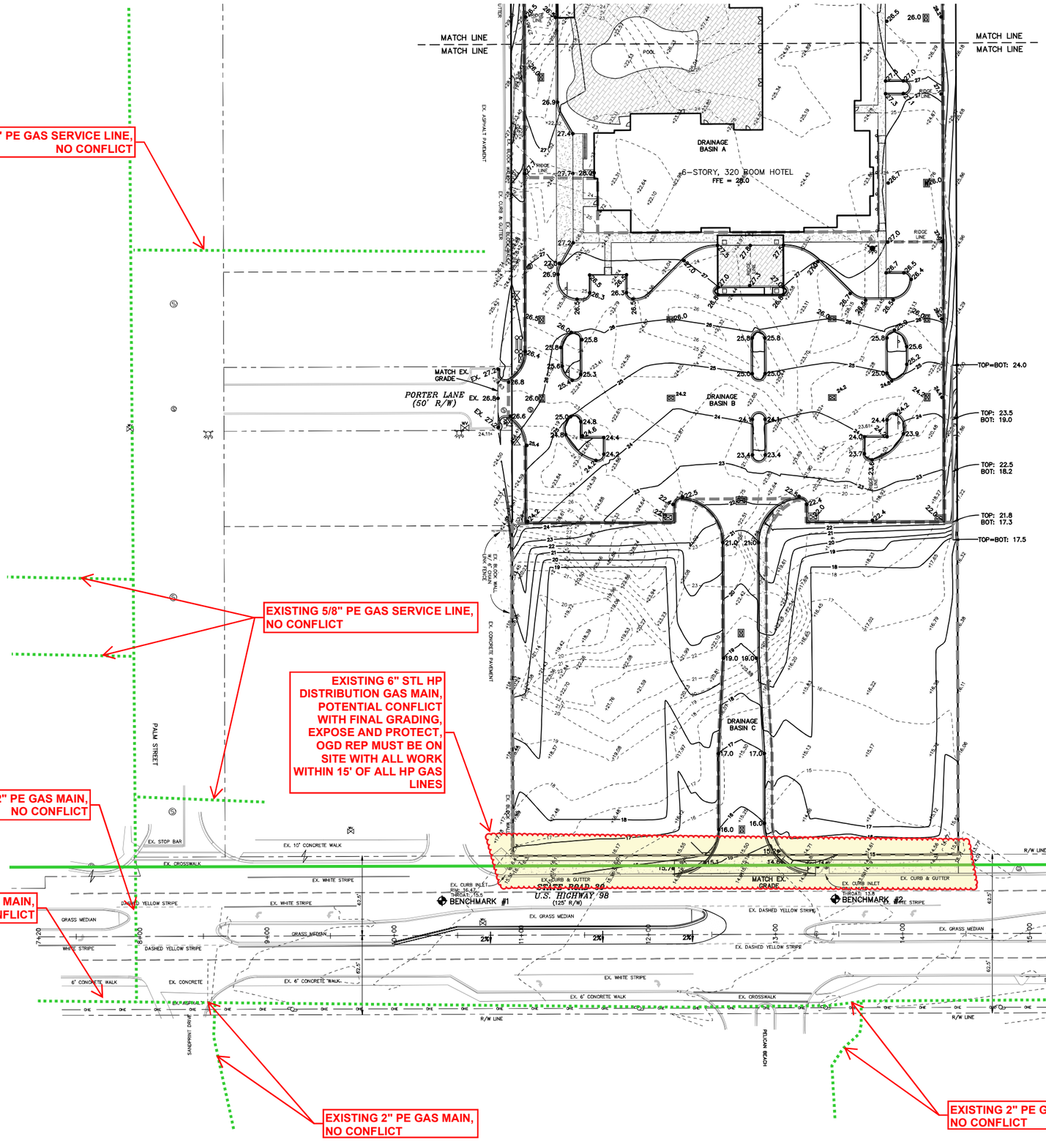
EXISTING 6" STL HP DISTRIBUTION GAS MAIN, POTENTIAL CONFLICT WITH FINAL GRADING, EXPOSE AND PROTECT, OGD REP MUST BE ON SITE WITH ALL WORK WITHIN 15' OF ALL HP GAS LINES

EXISTING 2" PE GAS MAIN, NO CONFLICT

EXISTING 4" PE GAS MAIN, NO CONFLICT

EXISTING 2" PE GAS MAIN, NO CONFLICT

EXISTING 2" PE GAS MAIN, NO CONFLICT



LEGEND

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FFE	FINISHED FLOOR ELEVATION
DHW	DESIGN HIGH WATER
PT	PERC TEST LOCATION
	BENCHMARK
⊗5.5	PROPOSED SPOT GRADE
+5.00	EXISTING SPOT GRADE
—5—	PROPOSED CONTOUR
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(A)	BASIN AREA

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(IN FEET)

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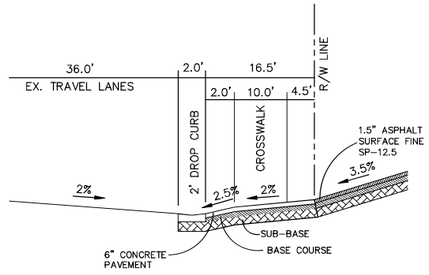

DRIVEWAY PROFILE STA. 12+74

NTS

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FORT WALTON BEACH, FLORIDA 32547
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GRADING PLAN (2 OF 2)

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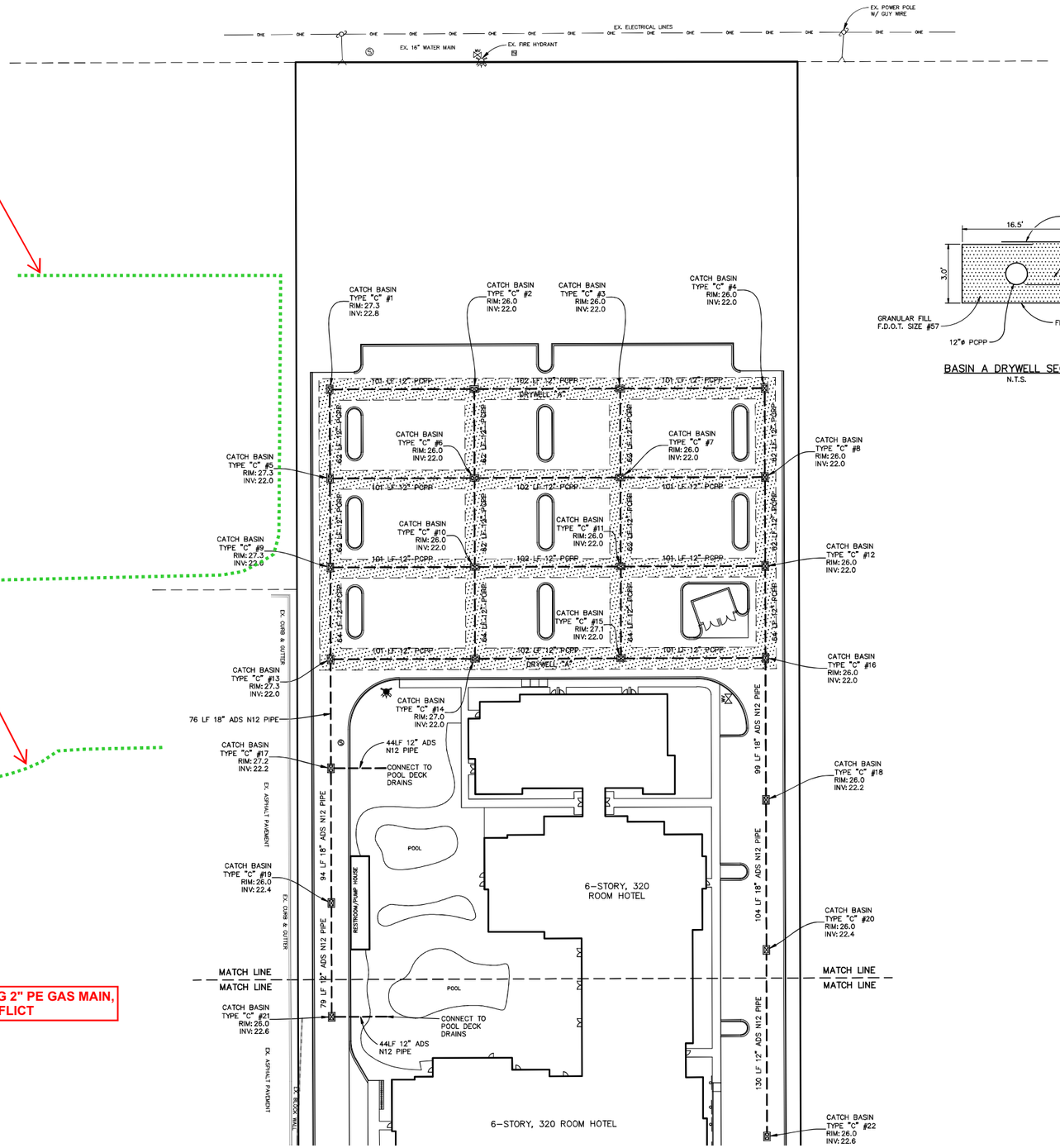
EXISTING 1-1/4" PE GAS SERVICE LINE, NO CONFLICT

EXISTING 3/4" PE GAS SERVICE LINE, NO CONFLICT

EXISTING 2" PE GAS MAIN, NO CONFLICT



LEGEND

- PROPOSED STORM SEWER PIPE
- CPP — CORRUGATED POLYETHYLENE PIPE
- PCPP — PERFORATED CORRUGATED POLYETHYLENE PIPE
- EXISTING STORM SEWER PIPE
- STORM DRAIN MANHOLE
- CATCH BASIN
- TYPE "9" CURB INLET
- TYPE "3" CURB INLET
- TYPE "4" CURB INLET
- MITERED END SECTION

NORTH

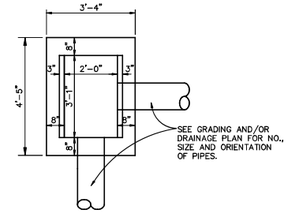
GRAPHIC SCALE

40 0 20 40 80

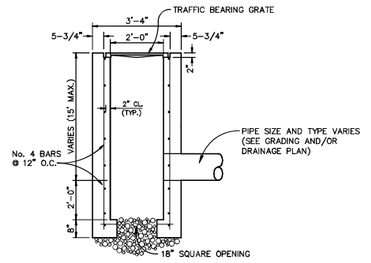
(IN FEET)

SCALE: 1" = 40 ft.

BASIN A DRYWELL SECTION
N.T.S.

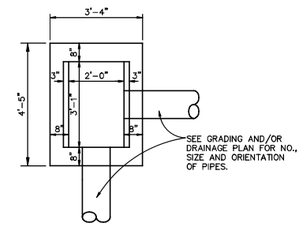


PLAN VIEW

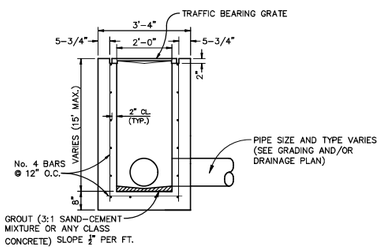


SECTION VIEW

TYPE "C" CATCH BASIN
W/ 2' SUMP DETAIL
(F.D.O.T. INDEX No. 425-052)
N.T.S.



PLAN VIEW



SECTION VIEW

TYPE "C" CATCH BASIN DETAIL
(F.D.O.T. INDEX No. 425-052)
N.T.S.

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PHONE: 850-862-6611 FAX: 850-863-8059 EMAIL: cei@choctaweng.com
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DRAINAGE PLAN (1 OF 2)

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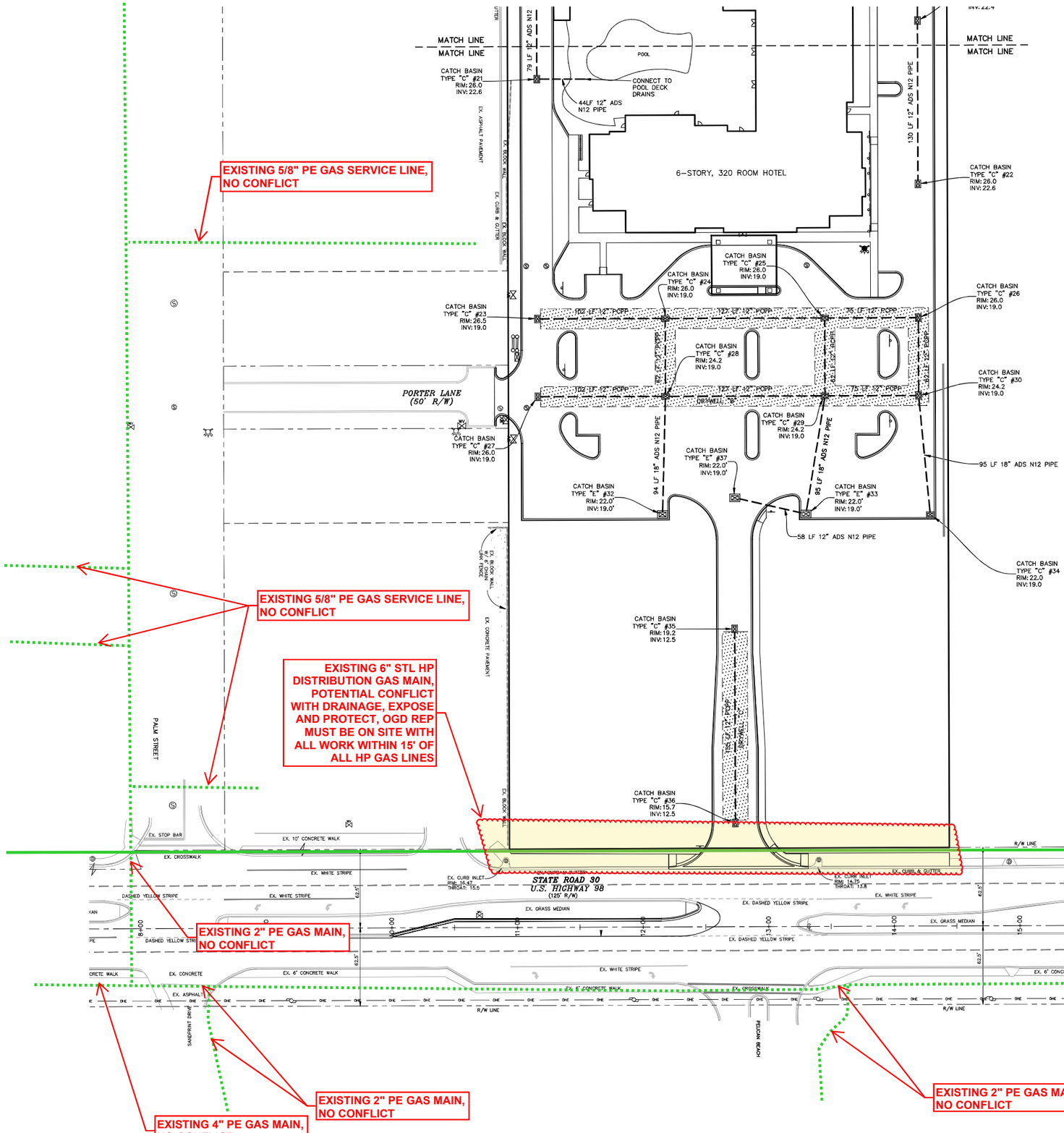

LEGEND

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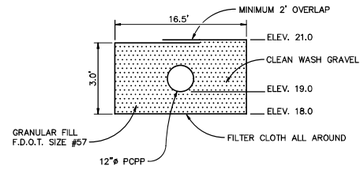
- TYPE "4" CURB INLET
- MITERED END SECTION

GRAPHIC SCALE

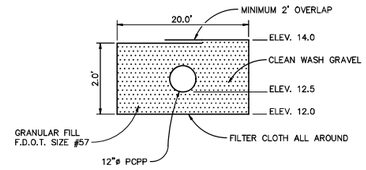
40 0 20 40 80

(IN FEET)

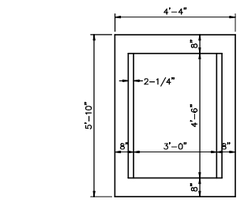
SCALE: 1" = 40 ft.



BASIN B DRYWELL SECTION
N.T.S.



BASIN C DRYWELL SECTION
N.T.S.



TYPE "E" CATCH BASIN DETAIL
(F.D.O.T. INDEX No. 232)
N.T.S.

RECOMMENDED PIPE SIZES:
3'-0" WALL – 24" PIPE
4'-6" WALL – 42" PIPE

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DRAINAGE PLAN (2 OF 2)

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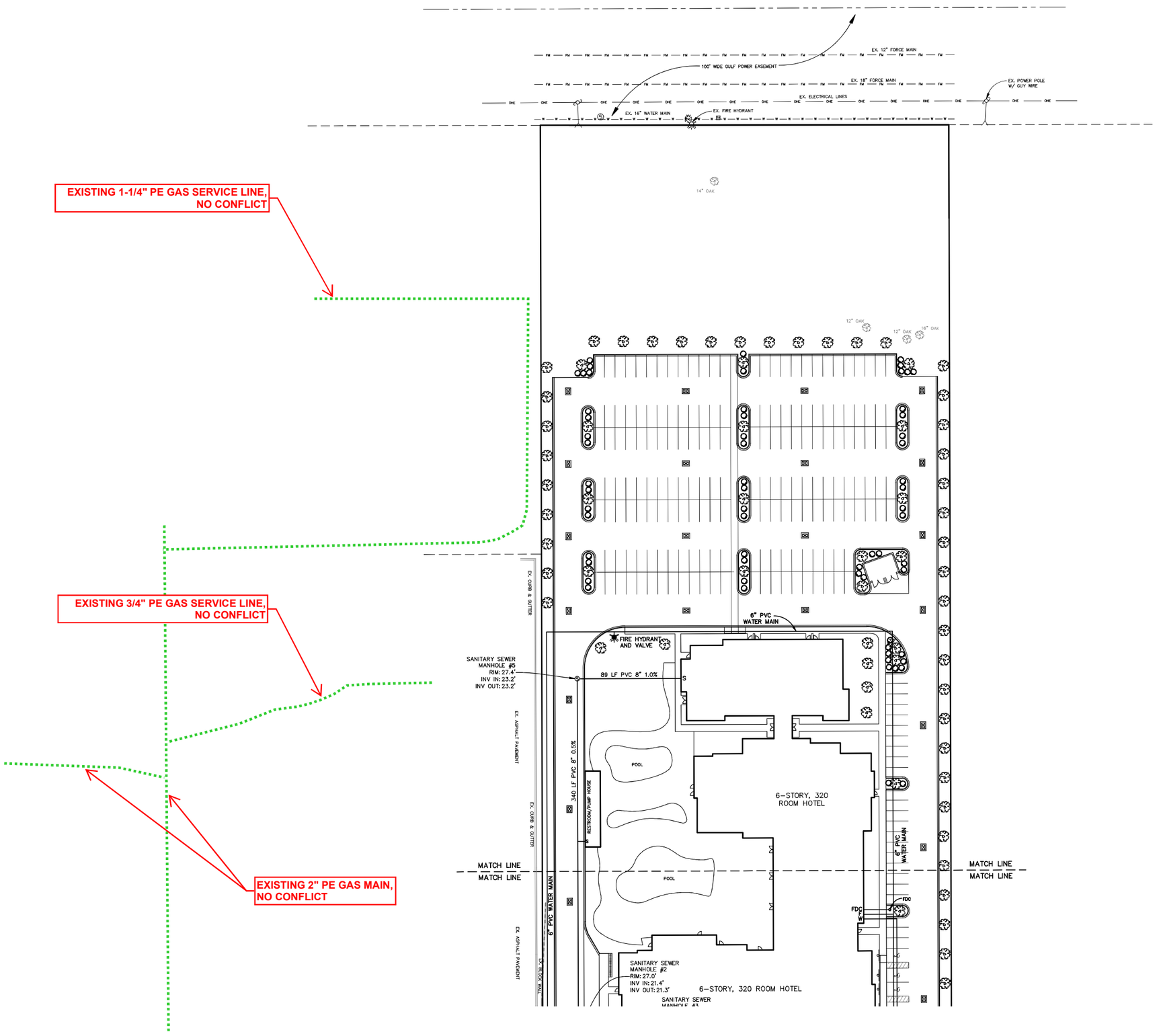

LEGEND

- PROPOSED SANITARY SEWER MAIN
- PROPOSED WATER MAIN
- WSC — WATER SERVICE CONNECTION
- FSC — FIRE SERVICE CONNECTION
- SSC — SEWER SERVICE CONNECTION
- EXISTING GAS MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- GAS VALVE
- GAS METER
- BACKFLOW PREVENTER
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION VALVE
- WATER SHUT-OFF
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

LANDSCAPE REQUIREMENTS

LANDSCAPE AREA	PLANTING REQUIREMENTS	SITE INFORMATION	PLANTS REQUIRED
FRONT PERIMETER BUFFER[1]	1 TREE PER 25 LF OF FRONTAGE	FRONTAGE = 350.14 LF	15 TREES 60 SHRUBS
INTERIOR PARKING	1 TREE PER INTERIOR LANDSCAPE ISLAND	ISLANDS = 24	24 TREES 96 SHRUBS
REFORESTATION	1 TREE 0.1 ACRES OF PROJECT SIZE	PROJECT = 7.09 ACRES	71 TREES
PROPOSED CANOPY TREE* PROPOSED SHRUB		TOTAL REQUIRED:	110 TREES 156 SHRUBS
		TOTAL PROPOSED:	110 TREES[2] 158 SHRUBS

* ASSUMES 4" DIAMETER TREES

1. TCMU ZONING DISTRICT IS EXEMPT FROM THIS REQUIREMENT. TREES MAY BE PLANTED ACROSS THE SITE. ADDITIONALLY 4 SHRUBS ARE TO BE PLANTED PER TREE ON SITE.
2. TREES ARE TO BE SELECTED FROM THE APPROVED SPECIES LIST LOCATED IN TABLE 12-1 AND 12-2 OF THE CITY OF DESTIN LAND DEVELOPMENT CODE.

LANDSCAPE NOTES:

1. SHRUBS SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
2. TREES SHALL BE A MINIMUM OF FOUR (4) INCHES DBH (DIAMETER AT BREAST HEIGHT) AT THE TIME OF INSTALLATION.
3. ONLY FLORIDA #1 GRADE OR BETTER PLANT MATERIALS AS DESCRIBED BY THE FLORIDA DEPARTMENT OF AGRICULTURE CAN BE PLANTED ON PROJECT SITE.
4. THE REMAINDER OF THE FRONT BUFFER AND LANDSCAPED AREAS SODDED OR GRASSED.
5. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED WITH IRRIGATION SYSTEM.
6. IRRIGATION TO BE PROVIDED BY SHALLOW WELL.
7. ALL LANDSCAPING SHALL BE HIGH SALT TOLERANT.

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UTILITY & LANDSCAPE PLAN (1 OF 2)

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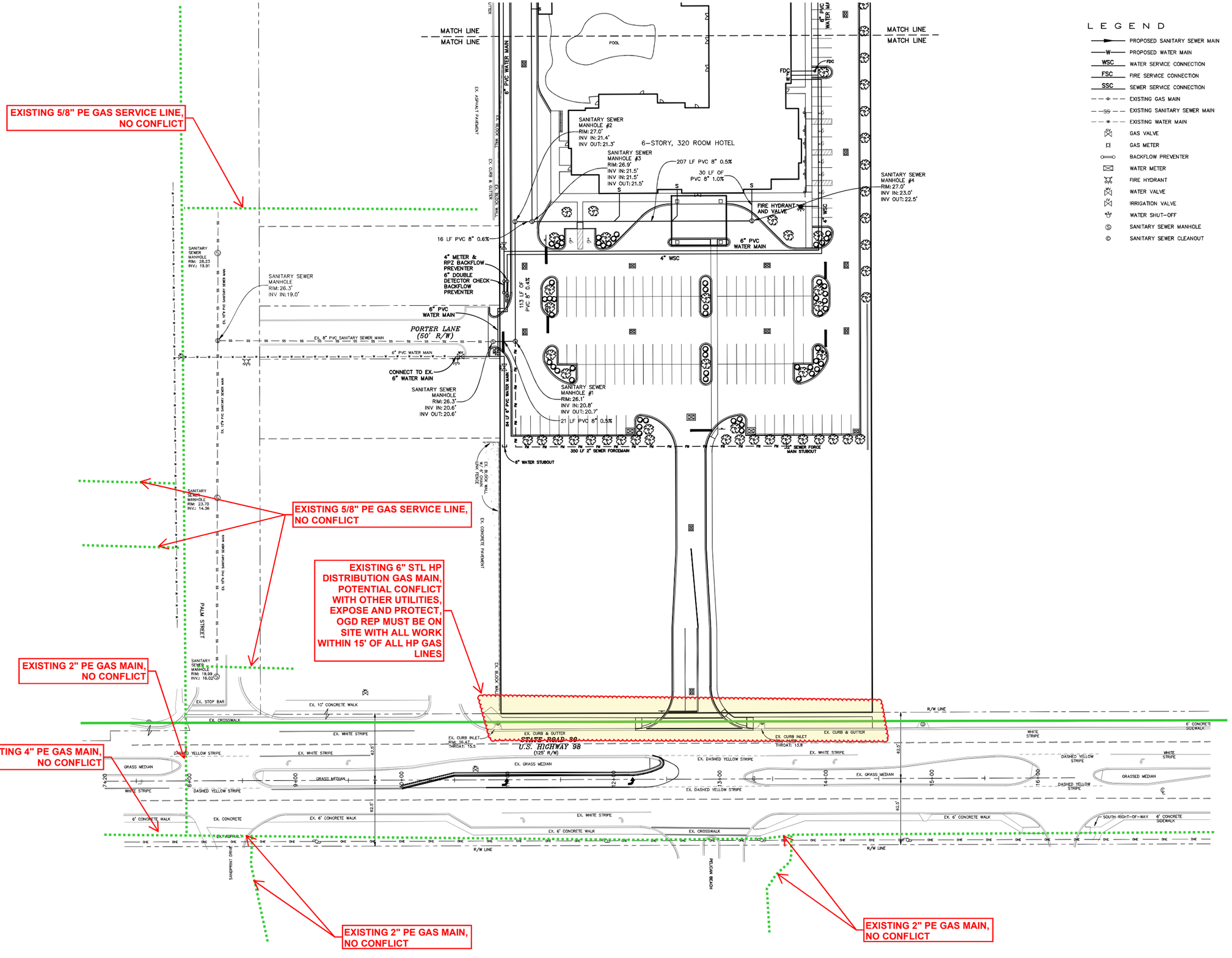

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- WATER VALVE
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- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

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ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611 FAX: 850-863-8059 EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

UTILITY & LANDSCAPE PLAN (2 OF 2)

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MARK C. SINER, P.E.
FL. REG. NO. 48631

Job No.:	2014-173-E
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	1" = 40'
Disk No.:	14173E-ENG
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	12 of 17

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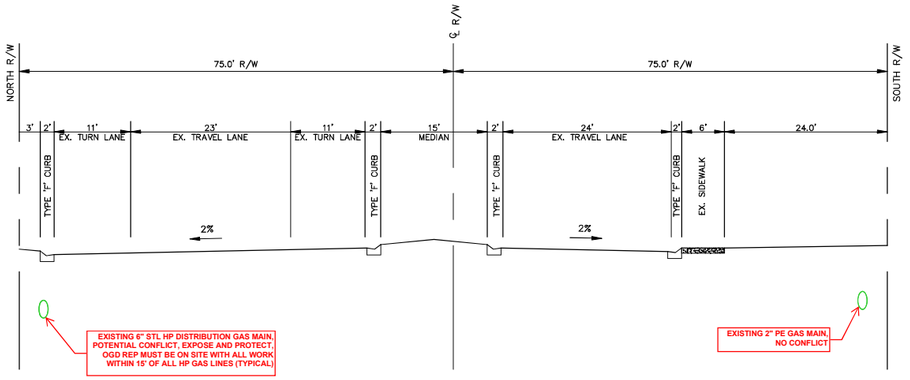
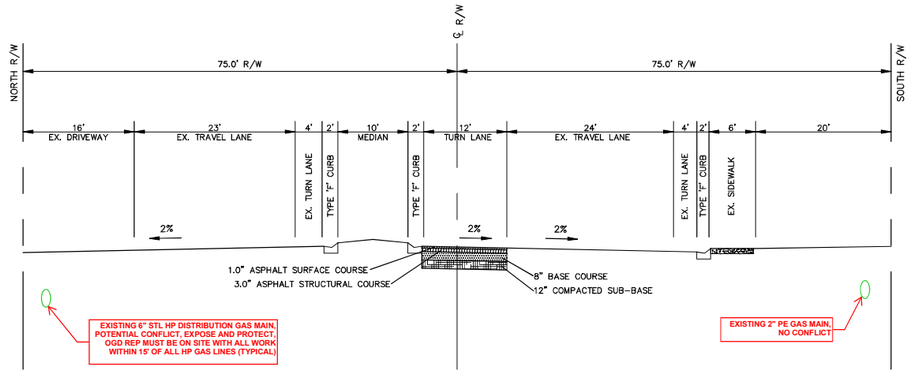


TURN LANE SECTION STA. 10+00



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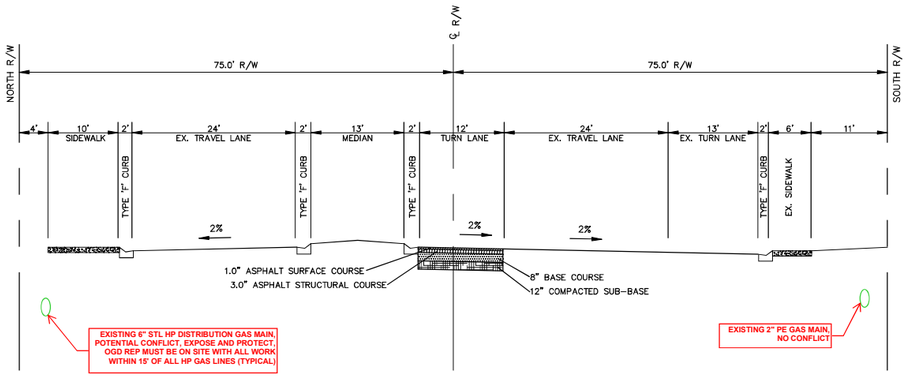

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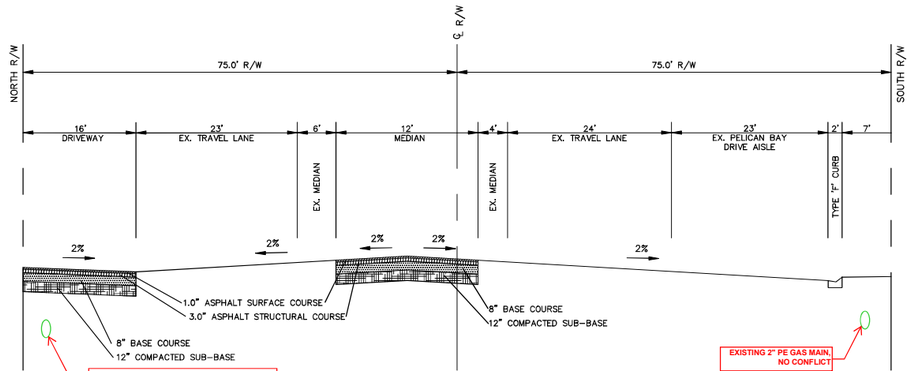

TURN LANE SECTION STA. 12+00

TURN LANE SECTION STA. 12+50

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GENERAL NOTES:

1. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DEEMED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ENSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES.

SITE DESCRIPTION:

LOCATION: NORTH SIDE OF HIGHWAY 98, DESTIN, FLORIDA

A. SITE CONDITIONS & ACTIVITIES NARRATIVE
- A.1. CURRENTLY THE PROPERTY IS VACANT COVERED WITH NATURAL VEGETATION.
- A.2. SITE OPERATOR (CONTRACTOR) SHALL PREPARE A CONSTRUCTION SCHEDULE THAT INCLUDES THE DATE GRADING WILL BEGIN AND THE EXPECTED DATE OF STABILIZATION AND SHALL INCLUDE THE CONSTRUCTION SCHEDULE AS PART OF THE STORMWATER POLLUTION PREVENT (SWPP) PLAN

B. SEQUENCE OF IMPLEMENTATION OF CONTROLS
- B.1. INSTALLING OF CONTROL MEASURES.
- B.2. CLEARING, GRUBBING AND EXCAVATION.
- B.3. CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE BUILDING, SITE DEVELOPMENT, AND INFRASTRUCTURE NECESSARY TO SERVE THE PROPOSED SITE.
- B.4. FINAL STABILIZATION.

C. ESTIMATE OF TOTAL PROJECT AREA AND AREA TO BE DISTURBED
- C.1. THE TOTAL SITE AREA IS ± **10.27** ACRES
- C.2. THE AREA TO BE DISTURBED IS ± **8.0** ACRES.

D. THE USDA SOIL CONSERVATION SERVICE SOIL SURVEY OF **OKALOOSA** COUNTY LISTS **KUREB SAND & NEWHAN-COROLLA COMPLEX** AS THE PREDOMINANT SOIL TYPES FOR THE PROJECT AREA.

E. PROJECT DRAINS TO **HWY 98 RIGHT-OF-WAY.**

F. MS4 OPERATOR NAME (IF ANY): **CITY OF DESTIN**

G. CALCULATIONS REFER TO ENGINEER'S STORMWATER MANAGEMENT PLAN.

WIND EROSION CONTROL:

1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
2. AS REQUIRED AFTER COMPLETION OF CONSTRUCTION, BAR EARTH AREAS SHALL BE VEGETATED.
3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE EXCEPT THE MINIMUM HEIGHT SHALL BE FOUR (4) FEET.

IN ADDITION TO THOSE RESPONSIBILITIES OUTLINED WITHIN THE CONSTRUCTION PLANS AND DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEASURES:

1. PROJECT SCHEDULE WITH EROSION AND SEDIMENT CONTROL INSTALLATIONS AND MAINTENANCE TIED TO SPECIFIC DATES OR CONSTRUCTION ACTIVITIES.
2. ALTERATIONS TO THE DESIGN EROSION AND SEDIMENT CONTROLS DUE TO DIFFERENCE BETWEEN THE DESIGN PLANS AND ANTICIPATED CONSTRUCTION PHASING AND THE CONTRACTOR'S CONSTRUCTION METHODS.
3. NAME AND PHONE NUMBERS OF CONTRACTOR'S REPRESENTATIVE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL INSTALLATION AND MAINTENANCE ON A 24 HOUR BASES.
4. THE CONTRACTOR WILL FURNISH, INSTALL, MAINTAIN AND SUBSEQUENTLY REMOVE, ALL NECESSARY EROSION CONTROL. THE CONTRACTOR WILL FURNISH AND INSTALL ALL NECESSARY PERMANENT EROSION CONTROLS.
5. THE DEVELOPMENT OF THE APPLICABLE BMPS TO ENSURE THE CONTROL OF OFF-SITE TRACKING/SPILLAGE, SANITARY WASTE, FERTILIZERS & PESTICIDES, SOLID WASTE DISPOSAL, AND NON-STORMWATER DISCHARGES & HAZARDOUS WASTE. WHEN THE CONTRACTOR ENCOUNTERS A SPILL, CONSTRUCTION WILL STOP AND WORK WILL NOT RESUME UNTIL DIRECTED BY THE APPROPRIATE AGENCY. DISPOSITION OF HAZARDOUS WASTE WILL BE MADE IN ACCORDANCE WITH ANY REQUIREMENTS AND REGULATIONS OF ANY LOCAL, STATE, OR FEDERAL, AGENCY HAVING JURISDICTION.

THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWING ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOWLAND PARCEL OR RECEIVING WATER.

MAINTENANCE:

MAINTENANCE OF EROSION CONTROL OF DEVICES IS OF PARAMOUNT IMPORTANCE TO THE PROPERTY OWNER/USER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL POLLUTION PREVENTION CONTROLS. DAILY REVIEW SHALL BE MADE BY THE CONTRACTOR TO DETERMINE IF CONSTRUCTION ACTIVITIES SHAVE ALTERED THE EFFECTIVENESS OF EROSION, SEDIMENTATION, TURBIDITY, AND POLLUTION CONTROL MEASURES. CORRECTIVE ACTION SHALL BE PERFORMED IMMEDIATELY. THE CONTRACTOR WILL COMPLETE A REPORT DETAILING MEASURES THAT ARE NOT ACHIEVING PERMIT COMPLIANCE AND THE CORRECTIVE ACTION THAT IS TAKEN UNLESS OTHERWISE SPECIFIED. ACCUMULATED SEDIMENTS SHOULD BE REMOVED BEFORE THEY REACH ONE-HALF OF THE CAPACITY OF THE CONTROL DEVICE.

SEQUENCE OF CONSTRUCTION

A. PHASE I
- A.1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
- A.2. CONSTRUCT SILT FENCES ON SITE.
- A.3. PREPARE TEMPORARY PARKING AND STORAGE AREA. UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILERS, PARKING, LAY DOWN, PORTA POTTY, WHEEL WASH, CONCRETE WASHOUT, MASONS AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC. DENOTE THEM ON THE SITE MAPS IMMEDIATELY AND NOTE AND CHANGES IN LOCATIONS AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
- A.4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
- A.5. CLEAR AND RUB THE SITE.
- A.6. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
- A.7. BEGIN GRADING THE SITE.

B. PHASE II
- B.1. TEMPORARILY SEED DENUDED AREAS
- B.2. INSTALL UTILITIES, UNDER DRAINS, STORM SEWERS, CURB AND GUTTERS.
- B.3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
- B.4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
- B.5. PREPARE SITE PARKING,
- B.6. PAVE SITE.
- B.7. INSTALL INLET PROTECTION DEVICES.
- B.8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
- B.9. SOD ALL DISTURBED AREAS WITH GRADES GREATER THAN 5 TO 1.
- B.10. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED.)

EROSION AND SEDIMENT CONTROLS:

EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS FIRST STEP IN CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DESURE NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN SHOULD BE ONLY THE SUGGESTED BEST MANAGEMENT PRACTICES (BMPS). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENT ND EROSION CONTROL MEASURES AS SPECIFIED IN FDOT INDEXES #100 THROUGH #102 AND AS NECESSARY FOR EACH SPECIFIC APPLICATION. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ENSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES.

A. GENERAL EROSION CONTROL
- A.1. CLEARING AND GRUBBING OPERATIONS SHALL BE CONTROLLED SO AS TO MINIMIZE UNPROTECTED ERODABLE AREAS EXPOSED TO WEATHER. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND OFF-SITE SEDIMENTATION WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC. THEY SHOULD BE EMPLOYED PRIOR TO ANY CONSTRUCTION ACTIVITY. EXCAVATION MATERIAL WILL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGHWATER OR STORMWATER RUNOFF. STOCKPILED MATERIAL SHALL BE COVERED OR ENCIRCLED WITH SEDIMENT CONTAINMENT DEVICES.
- A.2. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. CLEARED SITE DEVELOPMENT AREAS WHICH WILL REMAIN AT ROUGH GRADE FOR 14 DAYS OR MORE SHOULD BE STABILIZED IMMEDIATELY BY COVERING WITH ADEQUATE AMOUNTS OF HAY, OVER-SEEDED AND PERIODICALLY WATERED BY SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER OR BY THE USE OF AN APPROPRIATE ALTERNATIVE BMP.
- A.3. ALL GRASS SLOPES CONSTRUCTED STEEPER THAN 4H-1V SHALL BE SODDED IMMEDIATELY AFTER FINAL GRADE IS ESTABLISHED.
- A.4. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE. A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.
- A.5. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.

B. PROTECTION OF SURFACE WATERS
- B.1. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES. SWALES SHALL BE CONSTRUCTED AS SHOWN ON PLANS.
- B.2. EROSIONS CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY.
  - B.2.1. NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION.
  - B.2.2. NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED IMMEDIATELY AS REQUIRED DURING THE VARIOUS STAGES OF CONSTRUCTION.
  - B.3.2. PERIMETER EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL FINAL SITE STABILIZATION HAS BEEN ESTABLISHED.
- B.4. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE, LUBRICANTS, OR OTHER CONTAMMINANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS IMMEDIATELY AFTER ANY OCCURRENCE.

REFERENCES:

1. THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THIS PROJECT, CHOCTAW ENGINEERING, INC PROJECT NO. **2014-173-E**, AS PREPARED BY CHOCTAW ENGINEERING, INC., AND REFERENCED AND MADE A PART OF THIS PLAN.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE "NOTICE OF INTENT O USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FROM 62-621.300(4)(B) OR LATEST VERSION) TO FDEP VIA WEBSITE ELECTRONIC SUBMITTAL OR TO THE FOLLOWING ADDRESS:

   NPDES STORMWATER NOTICES CENTER, MS #3585
   FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   2600 BLAIR STONE ROAD
   TALLAHASSEE, FLORIDA 32399-2400

TREE PROTECTION:

CRITICAL ROOT AREAS FOR TREES SHOWN TO BE PRESERVED SHALL NOT BE DISTURBED. CONTRACTOR SHALL PAY CLOSE ATTENTION WHEN CLEARING AND/OR GRADING THE SITE TO ENSURE THAT WHEN EXISTING ROOTS ARE ENCOUNTERED THEY ARE CUT EVENLY WITH CLEAN SHARP PRUNING TOOLS. CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING THE DAMAGE OF THE EXISTING ROOT SYSTEMS.

STORMWATER MANAGEMENT

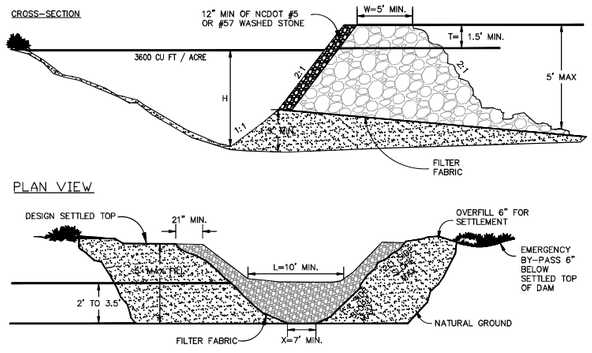
THE STORMWATER RUNOFF FROM THE PROJECT AREA WILL BE COLLECTED ON SITE PRIOR TO A CONTROLLED DISCHARGE TO THE WATER TABLE VIA 3 DRYWELL BASINS LOCATED ON-SITE.

APPROVED STATE AND LOCAL PLANS OR PERMITS:

THE FOLLOWING PERMITS ARE REQUIRED FOR THE CONSTRUCTION OF THE STORMWATER FACILITIES FOR THIS PROJECT.

1. **CITY OF DESTIN DEVELOPMENT ORDER**
2. **NWFWMD ENVIRONMENTAL RESOURCE PERMIT**

TEMPORARY SEDIMENT TRAP DESIGN CRITERIA	
DRAINAGE AREA (ACRES)	< 5 AC.
MIN. LENGTH TO WIDTH RATIO	2:1
MIN. VOLUME REQUIRED	3600 (CU. FT. PER AC. DISTURBED)
SURFACE AREA REQUIRED	435 (SQ. FT. PER CFS Q10)



TEMPORARY SEDIMENT TRAP
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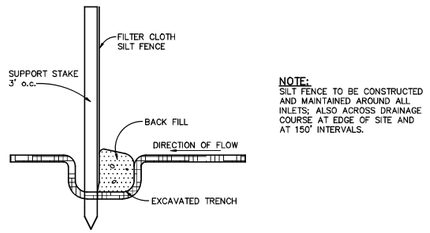
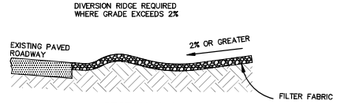


NOTE:
SILT FENCE TO BE CONSTRUCTED AND MAINTAINED AROUND ALL INLETS; ALSO ACROSS DRAINAGE COURSE AT EDGE OF SITE AND AT 150' INTERVALS.

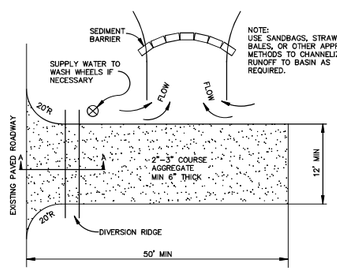
SILT FENCE DETAIL
N.T.S.

EROSION NOTES:

1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. SILT FENCE BARRIER SHALL BE INSTALLED AS SHOWN ON PLANS, AND IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
3. STORMWATER DETENTION AREAS SHALL BE SODDED.
4. GRADES AT CURBS ARE AT FLOWLINE.



SECTION A-A
NTS

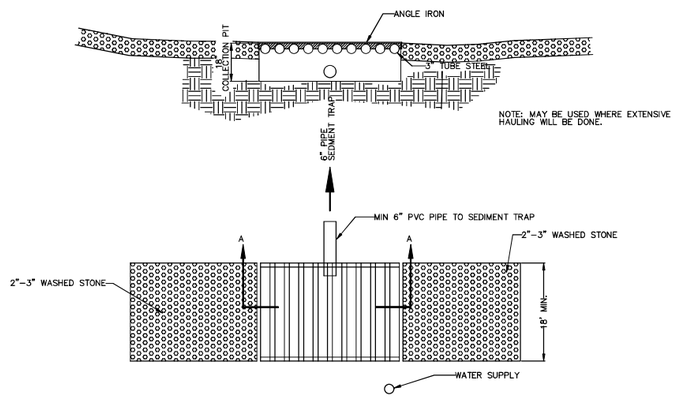


PLAN
NTS

TEMPORARY CONSTRUCTION ENTRANCE DETAIL

NOTES:

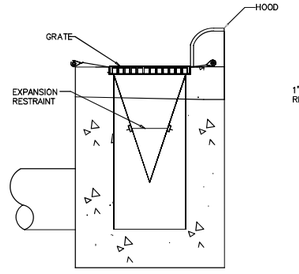
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



CONSTRUCTION ENTRANCE TIRE WASH
N.T.S.

NOTES

1. INLET MAINTENANCE SHALL BE DOCUMENTED IN PROJECT LOG BOOK.
2. FILTER TYPES SHALL BE APPROVED BY THE INSPECTOR PRIOR TO INSTALLATION.
3. FILTER BAGS MAY BE REMOVED WHEN SITE IS STABILIZED AT THE DIRECTION OF THE ENGINEER.
4. FILTER BAGS SHALL BE REMOVED PRIOR TO STREET ACCEPTANCE.
5. FILTER BAGS SHALL BE CLEANED OR REPLACED ON A REGULAR BASIS (NOT BE MORE THAN HALF FULL AT ANY TIME).
6. FILTER BAGS SHALL NOT BE ALLOWED IN EXISTING TOWN OR NCDOT ROADS.



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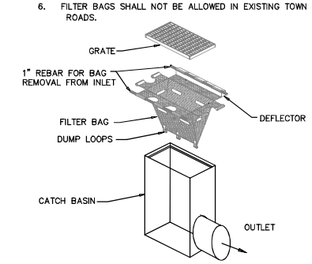
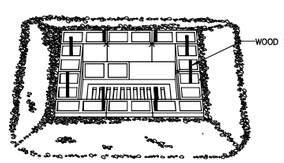


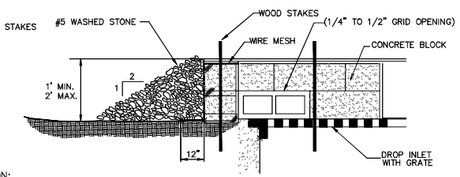
INSTALLATION

CATCH BASIN INLET PROTECTION
N.T.S.



SPECIFIC APPLICATION:

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.



BLOCK AND GRAVEL INLET PROTECTION
N.T.S.

CEI
CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
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FORT WALTON BEACH, FLORIDA 32547
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Revisions:

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DESTIN, FLORIDA

STORMWATER POLLUTION PREVENTION PLAN

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FL. REG. NO. 48831

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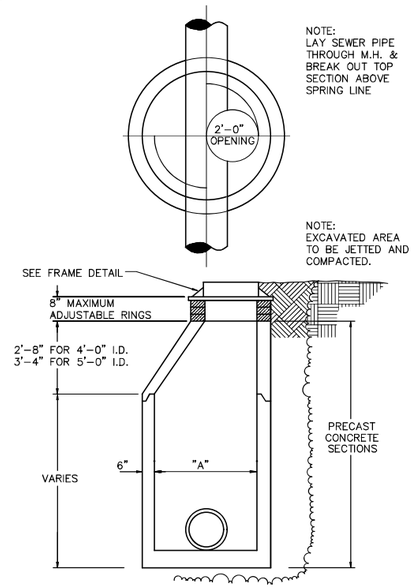
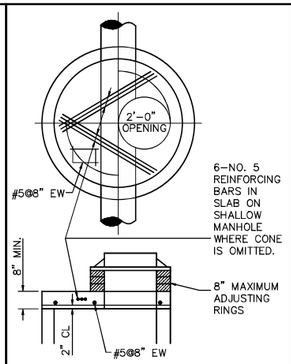
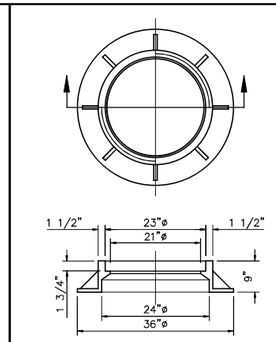


TYPICAL MANHOLE

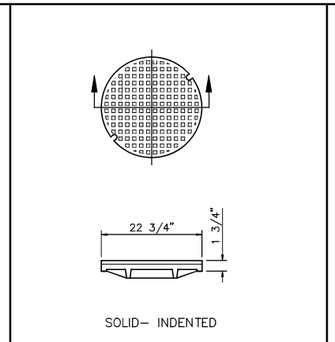


SLAB TOP FOR SHALLOW M.H.



APPROX. WEIGHT 390 LBS.

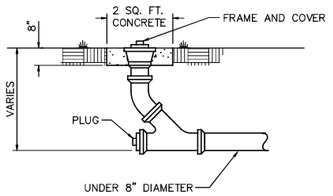
M.H. FRAME



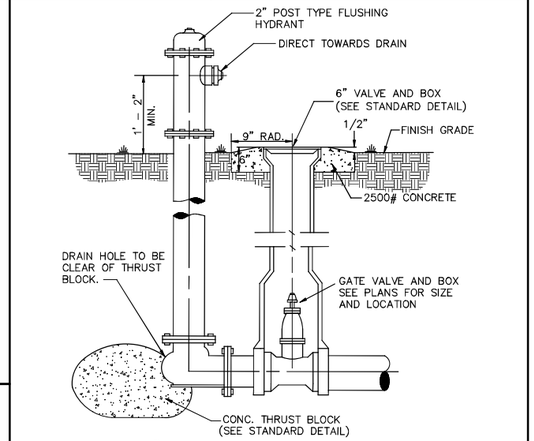
SOLID- INDENTED

APPROX. WEIGHT 150 LBS.

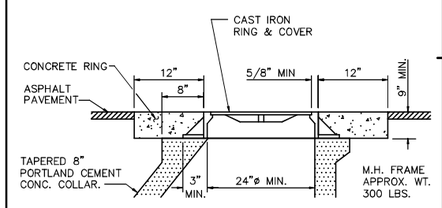
M.H. COVER



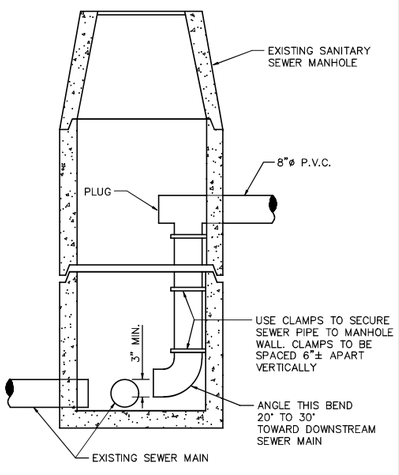
CLEAN OUT DETAIL



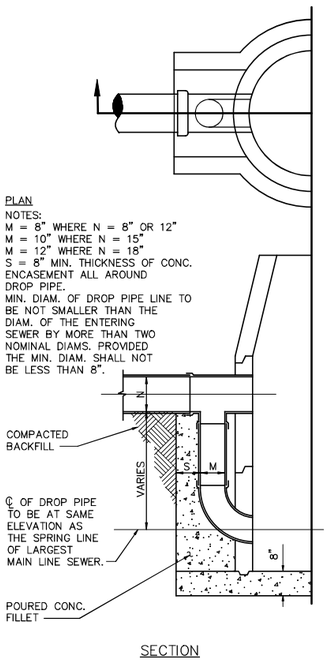
2" POST FLUSH HYDRANT



MANHOLE IN PAVED AREA

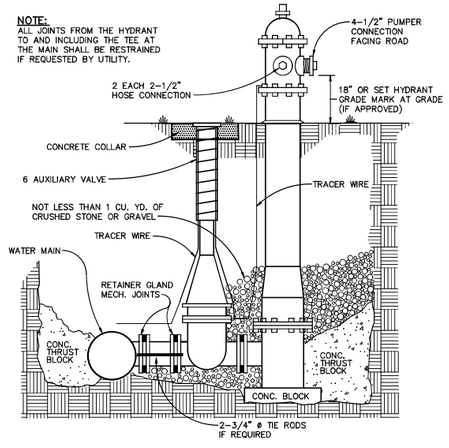


INSIDE DROP PIPE ASSEMBLY



SECTION

OUTSIDE DROP PIPE ASSEMBLY

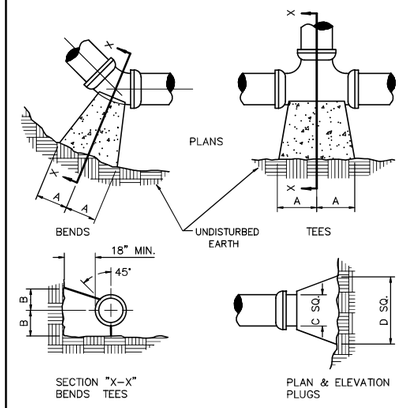


HYDRANT SETTING DETAIL

N.T.S.

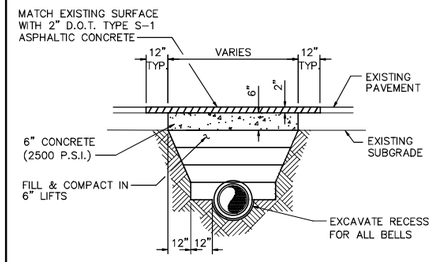
NOTES:

1. ALL JOINTS FROM THE HYDRANT TO AND INCLUDING THE TEE AT THE MAIN SHALL BE RESTRAINED, IF REQUIRED BY UTILITY.
2. ROTATE FIRE HYDRANT, 4-1/2" PUMPER CONNECTION TO FACE STREET.
3. ALL HYDRANTS SHALL HAVE A STANDARD PENTAGON 1-1/4" OPERATING NUT.
4. ALL HYDRANTS SHALL HAVE A TAMPER PROOF BONNET INSTALLED.
5. ALL HYDRANT SERVICES MUST BE TAPPED OFF DEDICATED FIRELINE (UNLESS APPROVED OTHERWISE BY DESTIN WATER USERS)
6. THREADED RODS SHALL NOT BE ALLOWED BETWEEN THE HYDRANT AND THE ISOLATION VALVE. THRUST BLOCKS SHALL BE UTILIZED INSTEAD.
7. FIRE HYDRANT TYPE SHALL BE MULLER/SUPER CENTURION, KENNEDY/MODEL #K-71A, OR AMERICAN DARLING/B71B.

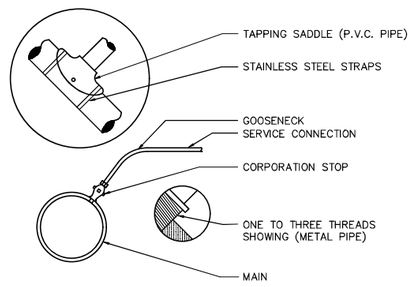


SIZE	45° BENDS		ELLS		TEES		PLUGS	
	A	B	A	B	A	B	C	D
4"	12"	8"	8"	8"	8"	8"	10"	10"
6"	16"	10"	12"	12"	9"	12"	12"	20"
8"	22"	13"	16"	16"	13"	16"	12"	29"
10"	26"	17"	20"	20"	16"	20"	14"	36"
12"	29"	21"	24"	24"	18"	24"	16"	41"

STANDARD THRUST BLOCK DETAILS



STREET PATCH DETAIL



SERVICE CONNECTION DETAIL

GENERAL WATER MAIN NOTES

1. THE CONTRACTOR SHALL OBTAIN BACTERIOLOGICAL EXAMINATIONS ON ALL NEW WATER MAIN AS REQUIRED BY ALL MUNICIPAL, COUNTY, AND STATE AGENCIES PRIOR TO PLACING A WATERLINE INTO SERVICE.
2. INSTALLATION OF WATER MAINS AND SERVICE SHALL COMPLY WITH ALL MUNICIPAL, COUNTY AND STATE REQUIREMENTS.
3. THE CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS AND REPORT ANY DISCREPANCIES (INCLUDING ING FIELD STAKE OUT) PRIOR TO COMMENCING WORK.
4. ALL PIPE SHALL BE P.V.C. UNLESS OTHERWISE NOTED OR REQUIRED. FITTINGS SHALL BE CAST IRON WITH RETAINER GLAND MECHANICAL JOINTS.
5. THRUST BLOCKS SHALL BE SIZED TO RESIST HYDRAULIC TEST PRESSURES AGAINST UNDISTURBED SOILS (150 P.S.I.)
6. CONTRACTOR SHALL PROVIDE 30" OF COVER OVER THE CROWN OF ALL MAINS IN THE RIGHT-OF-WAY; 24" OVER SERVICE CONNECTIONS IN THE RIGHT-OF-WAY; AND A MINIMUM OF 18" ON SERVICE CONNECTIONS OUTSIDE THE RIGHT-OF-WAY.
7. FIRE HYDRANTS SHALL BE INSTALLED ON OR NEAR PROPERTY CORNERS.
8. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO THE ENGINEER.
9. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

GENERAL SANITARY SEWER NOTES

1. CONCRETE STRENGTH SHALL BE 4,000 P.S.I. AT 28 DAYS.
2. PRECAST REINFORCED CONCRETE MANHOLE TOP, BASE, AND SECTIONS SHALL CONFORM TO ASTM SPECIFICATIONS C-478.
3. GROUT ALL RISER JOINTS AND ENTRY PIPES.
4. INVERT GROUTING SHALL BE UNIFORM AND SMOOTH-SLOPED TO CENTER LINE OF PIPE.
5. MINIMUM RADIUS 20".
6. USE COUPLINGS OR BELLS FOR ALL PIPES ENTERING OR EXITING M.H.
7. INSTALL 45° BEND AND EXTEND ALL SEWER SERVICE LATERALS 18" ABOVE GROUND.
8. ALL MANHOLES PLACED IN PAVED AREAS SHALL BE PROTECTED WITH 9"X1' WIDE CONCRETE RING.
9. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO THE ENGINEER.
10. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

WATER AND SANITARY DETAILS

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014-173-A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173A-MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	15 of 17

THIS SHEET IS THE PROPERTY OF CEI & IS NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT FROM CEI.

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:

A. All street rights-of-way.
B. All areas where excavation or embankment are to take place.
C. 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.

SCOPE: Site clearing work includes, but is not limited to:

A. Removal of trees and other vegetation.
B. Topsoil stripping.
C. Clearing and grubbing.
D. Removing above grade improvements.
E. Removing below grade improvements.

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.

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.

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.

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.

REMOVAL OF IMPROVEMENTS:
Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

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.

SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE:

EXCAVATION, EMBANKMENT AND SUBGRADE: Shall be performed in accordance with Section 120 of the Florida D.O.T. Specifications. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined by 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.

SOIL CEMENT BASE: As a minimum the soil cement base course will conform generally to Section 270 of the Florida D.O.T. Specifications for Road and Bridge Construction. 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 the 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.

SAND-CLAY BASE COURSE: Shall comply with the requirements of Sections 240 and 912 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 912 shall be performed prior to placing the material on the roadbed. These tests include:

		Percent of material passing the 10-mesh sieve
1.	Composition and gradation	
	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
2.	Limerock Bearing Ratio Value(LBR)	Of at Least 75
3.	Liquid Limit	Not greater than 25
4.	Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the sand-clay base course shall be placed in accordance with Section 240. 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 fraction thereof.
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.

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
1. Liquid Limit	Less than 35
2. Plastic Index	Non-Plastic
3. Gradation	97% passing 3.5 inch sieve
4. 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.

DESTIN WATER USERS SPECIFICATIONS

CONTINUED ON NEXT COLUMN

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:

1. Soundness Loss, Sodium, Sulfate: AASHTO T 104.
2. Percent Wear: AASHTO T 96 (Grading A).
3. Sieve Analysis.
4. 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.

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.

SPECIFICATION: ASPHALT CONCRETE PAVING

SCOPE: This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans. This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans excluding any work in the FDOT right-of-way.

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.

A. 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

B. 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. (457 mm) Drop.
D 1559	Marshall Stability Mix Design

SUBMITTALS:

A. Asphalt Design Mix:
1. Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.
2. Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

B. Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

C. Asphalt extraction tests.

D. Aggregate gradation tests.

E. Marshall stability tests.

JOB CONDITIONS:

A. 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.

MATERIALS:

A. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with section 917 of the Florida DOT Specifications.

B. Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with section 916 of the Florida DOT Specifications.

C. Course Aggregate: Comply with section 901 of the Florida DOT Specifications.

D. Fine Aggregate: Comply with section 902 of the Florida DOT Specifications.

E. 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 DOT Specifications.

F. Asphaltic Concrete Design Mixes:
1. Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida DOT Specifications.
2. Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida DOT Specifications.
3. Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida DOT Specifications.
4. Percent bitumen by weight of total weight mix: 5.0 – 8.5.
5. 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 analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.
6. 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 DOT Specifications and exhibit satisfactory record on previous installations.

BASE COURSE PREPARATION:

A. 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 perpared 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.

B. Remove loose material from compacted base material surface immediately before applying prime coat.

C. Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

CONTINUED ON NEXT COLUMN

D. Prime Coat:
1. Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
2. Apply bituminous prime coat in accordance with Section 300 of Florida DOT Specifications.
3. 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.
4. Cure and dry as long as necessary to attain penetration and evaporation of volatile.

E. Tack Coat:
1. Tack coat shall be applied in accordance with Section 300 of Florida DOT Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
2. Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or layer of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
3. Distribute at rate of 0.08 gal./sq. yd. of surface.
4. Allow to dry until at proper condition to receive paving.

PLACING ASPHALT MIX:

A. Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:
1. When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
2. When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
3. When ambient temperature is higher than 60 degrees F: 275 degrees F.

B. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

C. Paver Placing:
1. Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

D. Joints:
1. Construct joints between old and new pavements as detailed in the plans.
2. Joints between successive days' work shall be constructed to ensure continuous bond between adjoining work.
3. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
4. Clean contact surfaces and apply tack coat.

COMPACTION:

A. Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559).

B. Begin rolling when mixture will bear roller weight without excessive displacement.

C. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

D. Breakdown Rolling:
1. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
2. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.

E. Second Rolling:
1. Follow breakdown rolling as soon as possible, while mixture is hot.
2. Continue second rolling until mixture has been thoroughly compacted.

F. Finish Rolling:
1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
2. Continue rolling until roller marks are eliminated and course has attained maximum density.

G. Patching:
1. Remove and replace paving areas mixed with foreign materials and defective areas.
2. Cut out such areas and fill with fresh, hot asphalt concrete.
3. Compact by rolling to maximum surface density and smoothness.

H. Protection:
1. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

FIELD QUALITY CONTROL:

A. 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.

B. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

C. 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.

D. Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida DOT Specifications.

SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

SCOPE: This section includes sidewalks, curbs, and miscellaneous concrete pavement.

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.

CONTINUED ON NEXT COLUMN

A. 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

B. 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. (457 mm) Drop.
D 1751	Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

SUBMITTALS:

A. Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

MATERIALS:

A. Forms:
1. Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
2. Use flexible spring steel forms or laminated boards to form radius bends as required.

B. Form Release Agent:
1. Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

C. Welded Wire Mesh:
1. 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 DOT Specifications.

D. Reinforcing Bars:
1. 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 DOT Specifications.

E. Concrete Materials:
1. Comply with requirements of Sections 345 and 350 of the Florida DOT Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

F. Joint Fillers:
1. Resilient premolded bituminous impregnated fiberboard units complying with ASTM D1751. Joint fillers shall comply with Section 932 of the Florida DOT Specifications.

MIXING:

A. 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:
1. 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.
2. Slump Range: 3"-5".
3. Air Content: 3% to 6%

PREPARATION:

A. Surface Preparation:
1. Remove loose material from compacted base material surface immediately before placing concrete.

B. Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D1557) 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.

CONCRETE INSTALLATION:

A. Form Construction:
1. Set forms to required grades and lines, rigidly braced 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.
2. Check completed formwork for grade and alignment to following tolerances:
   A. Top of forms not more than 1/8" in 10'-0".
   B. Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
3. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

B. Reinforcement:
1. Locate, place, and support reinforcement to ensure compliance with plans.

C. Concrete Placement:
1. Comply with requirements of Sections 345, 350, and 520 of Florida DOT Specifications for mixing and placing concrete.
2. 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.
3. 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.
4. 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.

D. Curbs and Gutters:
1. 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, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

CONTINUED ON NEXT SHEET

CEI
CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1582

THIS SHEET IS THE PROPERTY OF CEI & IS NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT FROM CEI.

Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

SPECIFICATIONS (1 OF 2)

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014-173-A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173A-MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	16 of 17

JOINT CONSTRUCTION:

A. 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.

1. Weakened–Plane (Contraction) Joints:

   A. Provide weakened–plane (contraction) joints, sectioning concrete into areas at 15'–0" o.c. maximum each way.

   B. Sidewalks shall have contraction joints at 5'–0" o.c.

   C. Construct weakened–plane joints for depth equal to at least 1/4 concrete thickness.

2. Tooled Joints:

   A. Form weakened–plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

B. Construction Joints:

1. Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

C. Expansion Joints:

1. Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

2. Locate expansion joints at 40'–0" o.c. maximum for each pavement lane or for curb.

3. Locate expansion joints at 50'–0" o.c. maximum for walkways.

D. Joint Fillers:

1. 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.

2. 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.

E. Joint Sealants:

1. Exterior pavement joint sealants shall be composed of a non–priming, pourable, self–leveling type polyurethane sealant, such as grey shep–calk, or approved equal suitable for use in pavements and sidewalks.

CONCRETE FINISHING:

A. After striking–off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

B. 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.

C. 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.

D. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing as follows:

1. Curbs, Gutters, and Walks:

   A. Broom finish by drawing fine–hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

2. Inclined Slab Surfaces:

   A. Provide coarse, nonslip finish by scoring surface with stiff–bristled broom perpendicular to line of traffic.

3. Paving:

   A. Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

E. 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.

F. Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" section 350–13.

CLEANING AND ADJUSTING:

A. Repair or replace broken or defective concrete as directed.

B. 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.

C. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

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.

MATERIAL CERTIFICATES:
Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

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 leaves with padlock.

ACCEPTABLE MANUFACTURERS: Cyclone Fence, Page Fence, and Hackney Corporation.

DESTIN WATER USERS SPECIFICATIONS

CONTINUED ON NEXT COLUMN

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 Specifications for Road and Bridge Construction" and "Florida Department of Transportation Roadway and Traffic Design Standards.

MATERIAL CERTIFICATES:
Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

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 spray 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 direction.

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 worksite and well ahead of the worksite 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.

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.

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
Greater than 4" inches in diameter:	
Polyvinyl Chloride (PVC) 150 psi	AWWA C–900 (DR 18)
Ductile Iron (Class 50)	ANSI A21.51

Joints:
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.

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 least 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" hose bibb connection will be required for guage 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 by and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest.

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.

CONTINUED ON NEXT COLUMN

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 shall 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 SSPC–paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants.

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.

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;

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.

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.

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 pipe.

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 4,000 pounds per square 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 Specification ASTM C–94.

Pre–cast Reinforced Concrete Manhole Sections: Pre–cast reinforced concrete manhole sections shall conform to ASTM Specification 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 work "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.

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.

CONTINUED ON NEXT COLUMN

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 on these drawings.

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/Catch Basins:
Precast reinforced concrete Inlets/Catch Basins sections shall conform to ASTM Specification C–478. Construct inlets/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 grout (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 sections 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.

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.

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 a perforated pipes as detailed in the plans.

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.

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.

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.

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
EMAIL: ce@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1582

THIS SHEET IS THE PROPERTY OF CEI & IS NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT FROM CEI.

Revisions:

DRURY INN & SUITES
DESTIN, FLORIDA

SPECIFICATIONS (2 OF 2)

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014–173–A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173–MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	17 of 17

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
TRANSPORTATION DISTRICT

The following certificate, in conjunction with a trip generation and distribution analysis, must be completed in full and certified by the following:

- Any Professional Consulting Firm employing methodology approved by the Florida Department of Transportation and the City of Destin.

This section is to be completed in full by the project representative (i.e. Engineer/Consultant of record).
If more space is needed to complete, please attach separate sheet with additional information.

Project Name: DRURY INN & SUITES **Project Location:** HIGHWAY 98 **Parcel ID#:** 00-2S-22-0000-0013-014A

Project Representative(s) Name: CHOCTAW ENGINEERING, INC. **Phone and e-mail:** (850) 863-6611 / msiner@choctaweng.com

City of Destin public road(s) with direct access to project: Road "A": HIGHWAY 98 Road "B": PORTER LANE

REMINDER: The types of uses and number of units, if applicable, contained in the trip generation and distribution analysis must match the information contained in the development order application and accompanying site plan.

Project trips on adjacent roads must be distributed out from the project site on all adjacent roads, including U.S. Highway 98, until they reach 5 % of total trips generated. Additionally, you must fill out trip distribution table below and attach a map depicting the trips generated and in which direction they are headed.

Trip Generation Impact Analysis Reporting Form

Link	Description of Link	Remaining Capacity Less Committed City Trips	Tentative Project Trips	Remaining Capacity Less Committed & Tentative Trips
Segment A				
1-2	Between East Pass Bridge and Stahlman Ave.	113	56	169
2-3	Between Stahlman Ave. and Benning Dr.	660	58	684
3-4	Between Benning Dr. and Beach Dr.	332	58	356
4-5	Between Beach Dr. and Main St.	474	58	498
5-6	Between Main St. and Gulf Shore Dr.	532	64	558
Segment B				
1-2	Between Gulf Shore Dr. and Airport Rd.	228	209	296
2-3	Between Airport Rd. and Scenic Hwy. 98	1953	130	1990
Segment C				
1-2	Between Scenic Hwy. 98 and Henderson Beach Dr.	1195	121	1230
2-3	Between Henderson Beach Dr. and Triumph Dr.	1240	121	1275
3-4	Between Triumph Dr. and Matthew Blvd.	465	117	500

4-5	Between Matthew Blvd. and Danny Wuerffel Way	841	115	956
5-6	Between Danny Wuerffel Way & Crystal Beach Dr.	874	30	904
6-7	Between Crystal Beach Dr. and Regatta Bay Blvd.	1484	26	1510
7-8	Between Regatta Bay Blvd. and Tequesta Dr.	1164	26	1190
8-9	Between Tequesta Dr. and Walton Co. Line	1321	22	1343
Airport Rd. A	Between US Hwy. 98 and Indian Bayou Tr.	2077	6	2083
Airport Rd. B	Between Indian Bayou Tr. and Main St.			
Azalea Dr.	Between Stahlman Ave. and Benning Dr.			
Beach Dr.	Between US Hwy. 98 and Kelly St.			
Benning Dr.	Between US Hwy. 98 and Kelly St.			
Calhoun Ave.	Between US Hwy. 98 and Kelly St.			
Commons Dr. A	Between Airport Rd. and Indian Bayou Trail			
Commons Dr. B	Between Indian Bayou Trail and Diamond Cove			
Commons Dr. C	Between Diamond Cove and Henderson Beach Rd.			
Commons Dr. D	Between Henderson Beach Rd. and Triumph Dr.			
Commons Dr. E	Between Triumph Dr. and Kelly Plantation Dr.			
Commons Dr. F	Between Kelly Plantation Dr. and Matthew Blvd.			
Crystal Beach Dr.	Between US Hwy. 98 and Scenic Hwy 98 East			
Gulf Shore Dr.	Between US Hwy. 98 and the Curve	1506	5	1511
Henderson Bch Rd.	Between US Hwy. 98 and Commons Dr.			
Hutchinson St.	Between US Hwy. 98 and Scenic Hwy. 98			
Indian Bayou Tr. A	Between US Hwy. 98 and Commons Dr.	743	9	752
Indian Bayou Tr. B	Between Commons Dr. and Country Club Dr			
Kelly St.	Between Stahlman Ave and Main St.			
Legion Dr. A	Between Benning Dr. and Beach Dr.			
Legion Dr. B	Between Beach Dr. and Main St.			
Main St. A	Between US Hwy. 98 and 98 Palms Blvd.	2056	6	2062
Main St. B	Between 98 Palms Blvd and Airport Rd.			
Main St. C	Between Airport Rd. and Kelly St.			
Matthew Blvd.	Between Scenic Hwy. 98 and US Hwy. 98	607	4	611
Mountain Dr. A	Between Stahlman Ave. and Benning Dr.			
Mountain Dr. B	Between Benning Dr. and Beach Dr.			
Regatta Bay Blvd.	Between US Hwy.98 and Scenic Hwy. 98			
Scenic Hwy 98 West	Between US Hwy. 98 and Restaurant Row	313	6	319
Scenic Hwy 98 East A	Between Matthew Blvd. and Dolphin St.			
Scenic Hwy 98 East B	Between Dolphin St. and Walton Co. Line			
Sibert Ave.	Between Calhoun Ave. and Kelly St.			
Stalhman Ave.	Between US Hwy. 98 and Kelly St.			

I, MARK SINER **, hereby certify that the information contained in this is Concurrency Evaluation Certification and the attached supporting trip generation and distribution analysis is true and correct.**

Signature	President Title	9/4/2025 Date

This section to be completed by the City Staff:

I certify that the traffic analysis and information provided herein is accurate and the project, as presented, meets all City of Destin requirements for determination of traffic concurrency.

Signature	Senior Planner Title	November 10, 2025 Date

October 31, 2025

Attention: Jesse Hernandez
Planner
Community Development City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: DEV-001643-2025 DRURY PLAZA HOTEL – 3RD SUBMITTAL – TRANSPORTATION

3TP Ventures has completed a review of the traffic analysis dated October 31, 2025, for the above-referenced project on behalf of the City of Destin Planning Division. The analysis concludes that the proposed development will generate 209 additional trips during the PM peak hour and is consistent with the standards outlined in Land Development Code Section 6.05.05.

Thank you for the opportunity to review and comment on this submittal.

Sincerely,

Tim Whaler, AICP | Senior Analyst
3TP VENTURES
A LINE AND GRADE COMPANY
Tim@3tpventures.com
850-792-5575
www.3tpventures.com

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
SOLID WASTE

The following certificate must be completed, submitted to the organization identified below, and returned signed and dated to the City of Destin's Community Development Department:

Attn: Mr. Jim Reece, Recycling Coordinator
Okaloosa County Recycling Office
84 Ready Avenue
Fort Walton Beach, FL 32548
Phone: (850) 651-7394 Fax: (850) 651-7397

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: DRURY HOTEL

Project Address: HIGHWAY 98

Project Representative: CHOCTAW ENGINEERING - MARK SINER Phone : (850) 863-6611

Square Footage & Type of Usage: 44,400 S.F. - 6 STORY HOTEL

Number of Units: 320 rooms

Signature: Mark Siner Date: June 4, 2025

This section to be completed by the Okaloosa County Solid Waste Coordinator:

Solid Waste Facility Affected: South Okaloosa County Transfer Station

Currently UN-reserved capacity (prior to project approval): _____

Solid Waste Demand for this project: 3,754.4 ppd

Methodology for Determining Demand:

Residential

5lbs. x 2.47 persons per d.u. x number of units 3,754.4 PPD

Commercial–Food Establishment (repeat in increments of 100)

100 or less employees: 5 cubic yards per day x 120lbs. = _____PPD

Commercial - Professional (repeat in increments of 10)

Up to 10 employees: .27 cubic yards per day x 120lbs. = _____PPD

Commercial – Retail/Service (repeat in increments of 10)

Up to 10 employees: .67 cubic yards per day x 120lbs. = _____PPD

Industrial Contact Environmental Waste System and Okaloosa County Coordinator for instructions.

UN-reserved capacity AFTER project approval: _____PPD

Adopted LOS: **5 lbs per day per capita (10.A.2.2)**

LOS AFTER approval of this Project: 6 lbs per day per capita

Approved Yes Disapproved _____

CERTIFICATION

I, Jim Reece (name), Solid Waste Contract Manager (title)

herby certify that the above is true and correct.

Jim Reece Digitally signed by Jim Reece Date: 2025.06.04 14:13:44 -05'00' 6/04/2025

(Signature) (Date)

CITY OF DESTIN

CONCURRENCY EVALUATION CERTIFICATION
STORMWATER MANAGEMENT

The following certificate must be completed in full and certified by a Florida-Registered Professional Engineer.

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: DRURY HOTEL
Project Location: HIGHWAY 98
Project Representative: CHOCTAW EENGINEERING - MARK SINER **Phone:** (850) 863-6611
Email: MSINER@CHOCTAWENG.COM

1. Do the **Drawings** and **Stormwater Calculations** and **Stormwater Management Facilities** comply with City of Destin adopted Level of Service (LOS)? Yes: X No:

   If no, please explain: _____

2. Does the **Stormwater Management Plan** require a permit by the Northwest Florida Water Management District (NWFWMD)? Yes: X No:
   **Permit approval must be provided to the City prior to issuance of any City Permit.*

3. Will the project opt for the **FDEP 10/2 Self Certification**? Yes: No: X
   **The certification must be provided to the City prior to issuance of any City Certificate of Occupancy/Completion.*

I, MARK SINER (please print), hereby certify that, to the best of my knowledge, information and belief, the above information is true and correct.

Signature	48831 FL Registered Engineer Number	6/25/25 Date

This section to be completed by the City Manager Stormwater Designee:

City Manager Stormwater Designee:
I agree that the submittal information has been reviewed for retention/detention volumes and retention area side slopes. To the best of my knowledge, information and belief, the submittal is in accordance with the City of Destin codes governing stormwater retention/detention volumes and slopes.

Signature	Print Name	11/10/25 Date

DRURY PLAZA HOTEL

A COMMERCIAL DEVELOPMENT IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST DESTIN, FLORIDA

SITE IMPROVEMENT PLANS

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.

UTILITIES NOTE

CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES AND COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

UTILITY COMPANIES

CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES "LINE SPOTTED" BY CALLING 1-800-432-4770 "CALL SUNSHINE" OR BY CONTACTING LOCAL UTILITY COMPANIES.

WATER & SEWER:	DESTIN WATER USERS, INC. PO BOX 308 DESTIN, FLORIDA 32540 (850) 837-6146 EX. 214
TELEPHONE:	EMBARQ PO BOX 1778 FORT WALTON BEACH, FL 32549 BILL BELLAMY (850) 664-3763
TV CABLE:	COX COMMUNICATIONS 320 NW RACETRACK ROAD FORT WALTON BEACH, FL 32547 ROGER DIXON (850) 314-8163
ELECTRIC:	FLORIDA POWER AND LIGHT 34854 EMERALD COAST PARKWAY DESTIN, FL 32541 SUZIE McDANIEL (850) 244-4730
GAS:	OKALOOSA GAS DISTRICT 364 HIGHWAY 190 PO BOX 548 VALPARAISO, FL 32580

DATE PREPARED:

24 JUNE 2025

REVISIONS:

5 SEPTEMBER 2025
15 SEPTEMBER 2025

PREPARED BY:

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
FT. WALTON BEACH, FL 32547
PHONE: (850) 862-6611
FAX: (850) 863-8059
cei@choctaweng.com

PREPARED FOR:

DRURY SOUTHWEST, INC.
11331 COKER LOOP EAST.
SAN ANTONIO, TEXAS 78216
CONTACT: EDUARDO ROBINSON
(210) 338-7846

LEGAL DESCRIPTIONS:

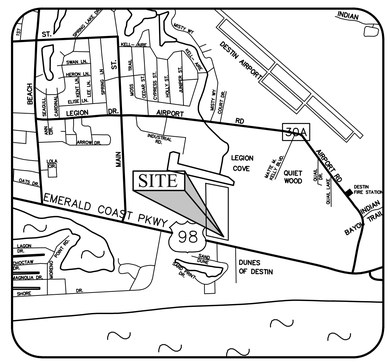
COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD #30, 100 FOOT RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, (NOW A 110 FOOT RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00 FOOT RIGHT-OF-WAY), A DISTANCE OF 1723.27 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 1278.23 FEET TO A POINT ON THE SOUTH LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 350.00 FEET; THENCE GO SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 1278.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. 98 125 FOOT RIGHT-OF-WAY); THENCE GO NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 30, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

BENCHMARK INFORMATION:

BENCHMARK NO. 1:
EL.: 16.47'

BENCHMARK NO. 2
EL.: 14.75'

CEI PROJECT NO.: 2014-173-E



LOCATION MAP
NOT TO SCALE

INDEX:

1. COVER SHEET
2. OVERALL SITE PLAN
3. DEMOLITION PLAN (1 OF 2)
4. DEMOLITION PLAN (2 OF 2)
5. SITE PLAN (1 OF 2)
6. SITE PLAN (2 OF 2)
7. GRADING PLAN (1 OF 2)
8. GRADING PLAN (2 OF 2)
9. DRAINAGE PLAN (1 OF 2)
10. DRAINAGE PLAN (2 OF 2)
11. UTILITY PLAN (1 OF 2)
12. UTILITY PLAN (2 OF 2)
13. TURNLANE SECTIONS
14. STORMWATER POLLUTION PREVENTION PLAN
15. WATER & SEWER DETAILS
16. TRAFFIC CONTROL PLANS
17. SPECIFICATIONS (1 OF 2)
18. SPECIFICATIONS (2 OF 2)

Digitally signed
by Mark C Siner
Date: 2025.10.12
21:06:32 -05'00'

MARK C. SINER, REGISTERED P.E.
FLORIDA CERTIFICATE NO. 48831

SITE DATA TABLE:

PARCEL I.D.: **00-2S-22-0000-0013-014A**

ZONED: **TOWN CENTER MIXED USE (TCMU)**

LAND USE: **TOWN CENTER MIXED USE (TCMU)**

FLOOD ZONE: **X***

BUILDING SETBACKS:
REQUIRED: FRONT = **MIN. 45'** PROVIDED: FRONT = **441.0'**
SIDE = **8'** SIDE = **36.9'**
REAR = **0'** REAR = **440.7'**

BUILDING INFORMATION:
BUILDING HEIGHT: **66' (6-STORY)**
GROSS FLOOR AREA: **225,615 SF**

TOTAL SITE AREA: **447,140 SF = 10.27 ACRES**

TOTAL PROJECT AREA: **308,909 SF = 7.09 ACRES**

MAX. FAR ALLOWED: **1.5 = 670,710 SF**

FAR PROVIDED: **225,615 SF = 0.51**

IMPERVIOUS AREA ALLOWED: **312,998 SF = 70%**

IMPERVIOUS AREA PROVIDED: **258,720 SF = 57.9%**

OPEN SPACE REQUIRED: **134,142 SF =30%**

OPEN SPACE PROVIDED: **188,420 SF = 42.1%**

PARKING SPACES REQUIRED: **HOTEL - 1 SP/ROOM + 1 SP/20 ROOMS (320 ROOMS) = 336 SPACES**
MAXIMUM TOTAL REQUIRED = 336 SPACES
MINIMUM TOTAL REQUIRED = 336 X 0.80 =269 SPACES
(OLD DESTIN MMTD SUB-AREA)

PARKING SPACES PROVIDED: **333 SPACES (INCLUDES 8 H/C ACCESSIBLE SPACES)**

BICYCLE SPACES REQUIRED: **17 SPACES = 5.0%**

BICYCLE SPACES PROVIDED: **17 SPACES = 5.1%**

*FLOOD ZONE INFORMATION PER FLOOD INSURANCE RATE MAP OF OKALOOSA COUNTY, FLORIDA, COMMUNITY PANEL NO. 12091C-0488-J & 12616B-0488-J, DATED 09 MARCH 2021.

DUST CONTROL REQUIREMENTS

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.

2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.

3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.

4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.

5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.

6. WATER WILL E APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.

7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.

9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.

10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.

11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.

12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.

13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.

14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

CONSTRUCTION VEHICLE PARKING MITIGATION PLAN

1. A CONSTRUCTION VEHICLE MITIGATION PLAN MUST BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.

2. SAID CONSTRUCTION VEHICLE PARKING MITIGATION PLAN MUST INDICATE THE LOCATION ON THE PROPERTY WHERE ALL MOTORIZED CONSTRUCTION VEHICLES WILL BE PARKED AT THE END OF THE WORK DAY.

3. ALL MOTORIZED CONSTRUCTION VEHICLE SHALL BE LOCATED AS FAR AWAY FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.

VIBRATION IMPACT MITIGATION REQUIREMENTS

1. NO VIBRATORY COMPACTION EQUIPMENT SHALL BE USED.

2. METHODS FOR ANY PILE DRIVING, EARTHWORK, COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMANGE THRESHOLD OF 95 VIBRATION DECIBELS (VdB).

3. CONTRACTOR SHALL PROVIDE A WRITTEN DESCRIPTION FOR HOW TO MINIMIZE THE IMPACT ON SURROUNDING PROPERTIES FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80 VdB TO THE CITY OF DESTIN'S PLANNING DIVISION FOR REVIEW AND APPROVAL.

NOTE:

1. THIS PROPERTY IS LOCATED WITHIN A WHITE SAND ZONE 2. PER THE LDC SECTION PROVIDED, WHITE SAND, SANDY SOIL WHICH IS INDIGENOUS TO ZONE 2, OR OTHER SANDY SOIL WHICH IS AS LIGHT OR LIGHTER THAN THE UNDISTURBED INDIGENOUS SOIL ON SITE MAY BE USED IN ZONE 2. OTHER MATERIALS MAY BE USED UNDER SPECIAL CONDITIONS STIPULATED BY SECTION 11.07.05. PRIOR TO BRINGING ANY FILL ONTO THE SITE, THE APPLICANT SHALL PROVIDE CITY STAFF WITH A SAMPLE OF THE EXISTING SOIL AND A SAMPLE OF THE PROPOSED FILL FOR REVIEW AND APPROVAL.

2. PROVIDE A STANDARD, RETROREFLECTIVE, STOP SIGN AND A TWENTY-FOUR-INCH WIDE WHITE THERMO-PLASTIC REFLECTIVE PAINTED STOP BAR ACROSS ALL EGRESSES THAT ACCESS ALL RIGHTS-OF-WAY.

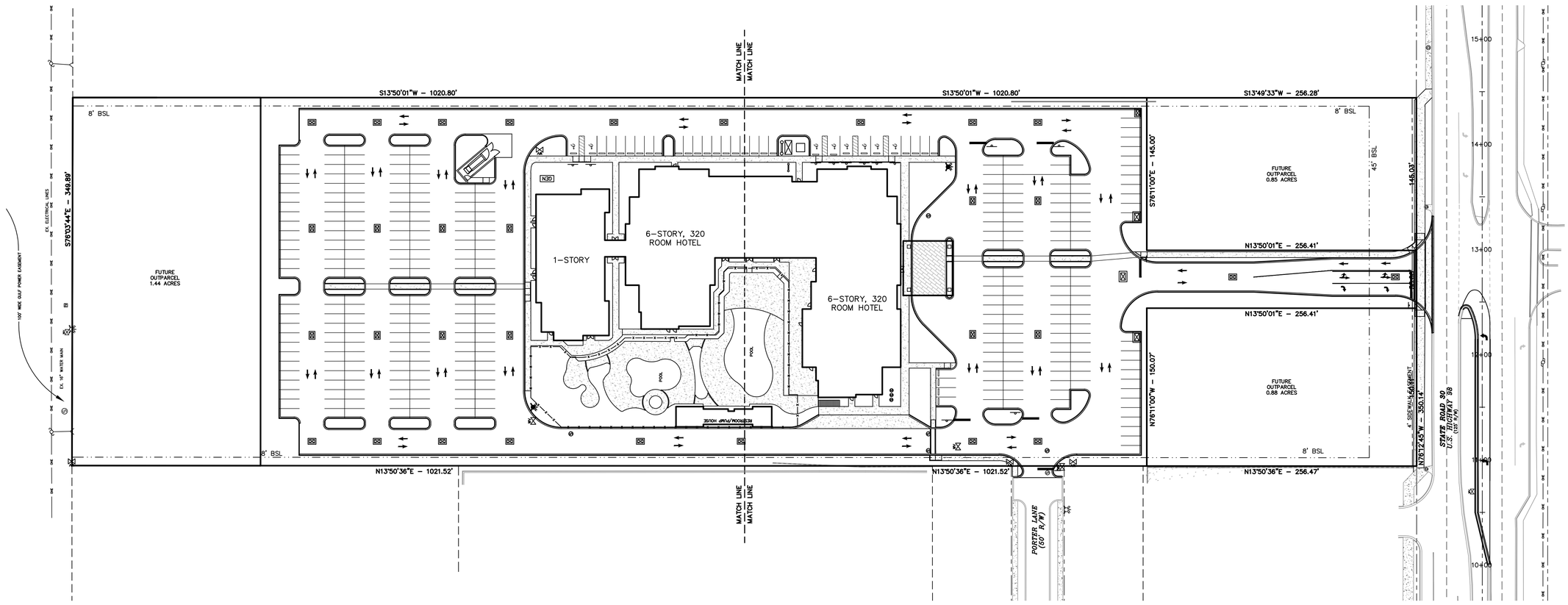
L E G E N D

- ASPHALT
- CONCRETE
- SETBACK LINE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- OHE — OVERHEAD UTILITY LINE
- EB — ELECTRICAL BOX
- TVB — TELEVISION BOX
- TSB — TRAFFIC SIGNAL BOX
- TB — TELEPHONE BOX
- FENCE
- TRAFFIC ARROW
- CENTERLINE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- MW — MONITORING WELL

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
SCALE: 1" = 50 ft.

POSTED SPEED LIMIT = 40 MPH



CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-4611
FAX: 850-863-8059
EMAIL: cei@choctawnag.com
CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:
5 SEPT 25 - REVISED PER CITY COMMENTS
15 SEPT 25 - REVISED PER FDOT COMMENTS

DRURY PLAZA HOTEL
DESTIN, FLORIDA
OVERALL SITE PLAN

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014-173-E
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	1" = 50'
Disk No.:	14173E-ENG
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	2 of 18

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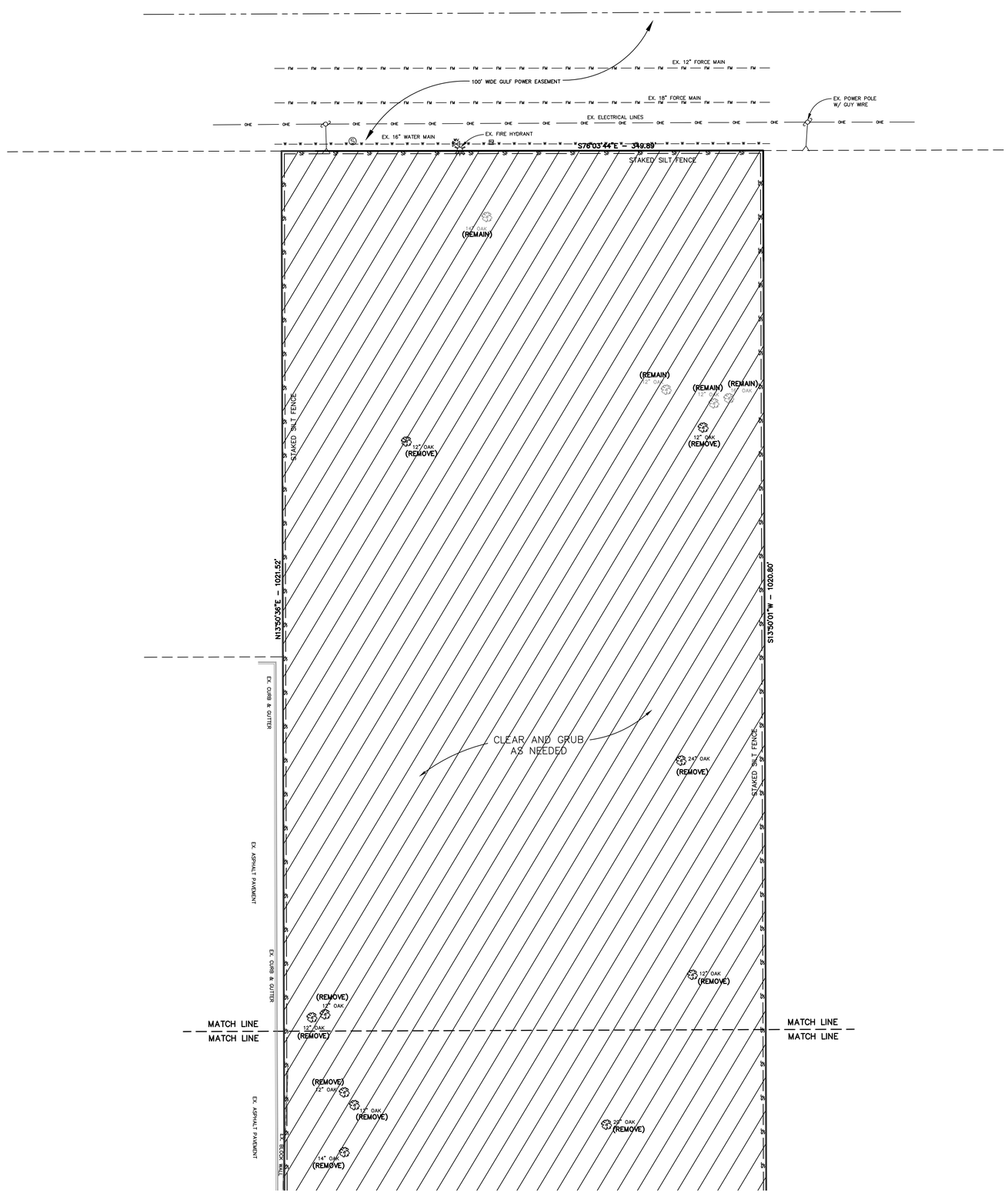

LEGEND

EXISTING FEATURES TO BE REMOVED

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

EROSION NOTES:

1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. SILT FENCE BARRIER SHALL BE INSTALLED IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
3. GRADES AT CURBS ARE AT FLOWLINE.
4. STABILIZED CONSTRUCTION ENTRANCESHALL BE INSTALLED AS THE 1ST STEP OF CLEARING AND GRADING
5. ADDITIONAL TECHNIQUES TO REDUCE SOIL TRACKING OFF OF SITE & ONTO ROADWAY SUCH AS WHEEL WASHING MAY BE REQUIRED.
6. ANY SEDIMENT THAT IS TRACKED ONTO ROADWAY SHALL BE REMOVED IMMEDIATELY BY SWEEPING. THE SEDIMENT COLLECTED BY SWEEPING SHALL BE REMOVED FROM ROADWAY & STABILIZED ON THE SITE.

DEMOLITION NOTES:

1. REMOVE PAVEMENT, BUILDINGS, BASE COURSE AND CURBING.
2. REMOVE EXISTING UTILITY SERVICES. COORDINATE WITH UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS OFF-SITE AND BE IN COMPLIANCE WITH FEDERAL, STATE AND COUNTY LAWS AND REGULATIONS.
4. CONTRACTOR SHALL RETAIN ALL SOIL EROSION SEDIMENTATION ON-SITE BY USING STAKED SILT FENCE.
5. THE EXISTING WATER SERVICES WITHIN THE PROPERTY MUST BE LOCATED, DISCONNECTED AND CAPPED AT THE MAIN LINE AND REMOVED FROM THE SITE.
6. EXCAVATION MATERIAL TO BE USED AS FILL MATERIAL ON-SITE OR DISPOSED OFF-SITE.

UTILITIES NOTE:

CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING UTILITIES AND COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

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DRURY PLAZA HOTEL
DESTIN, FLORIDA
DEMOLITION PLAN (1 OF 2)

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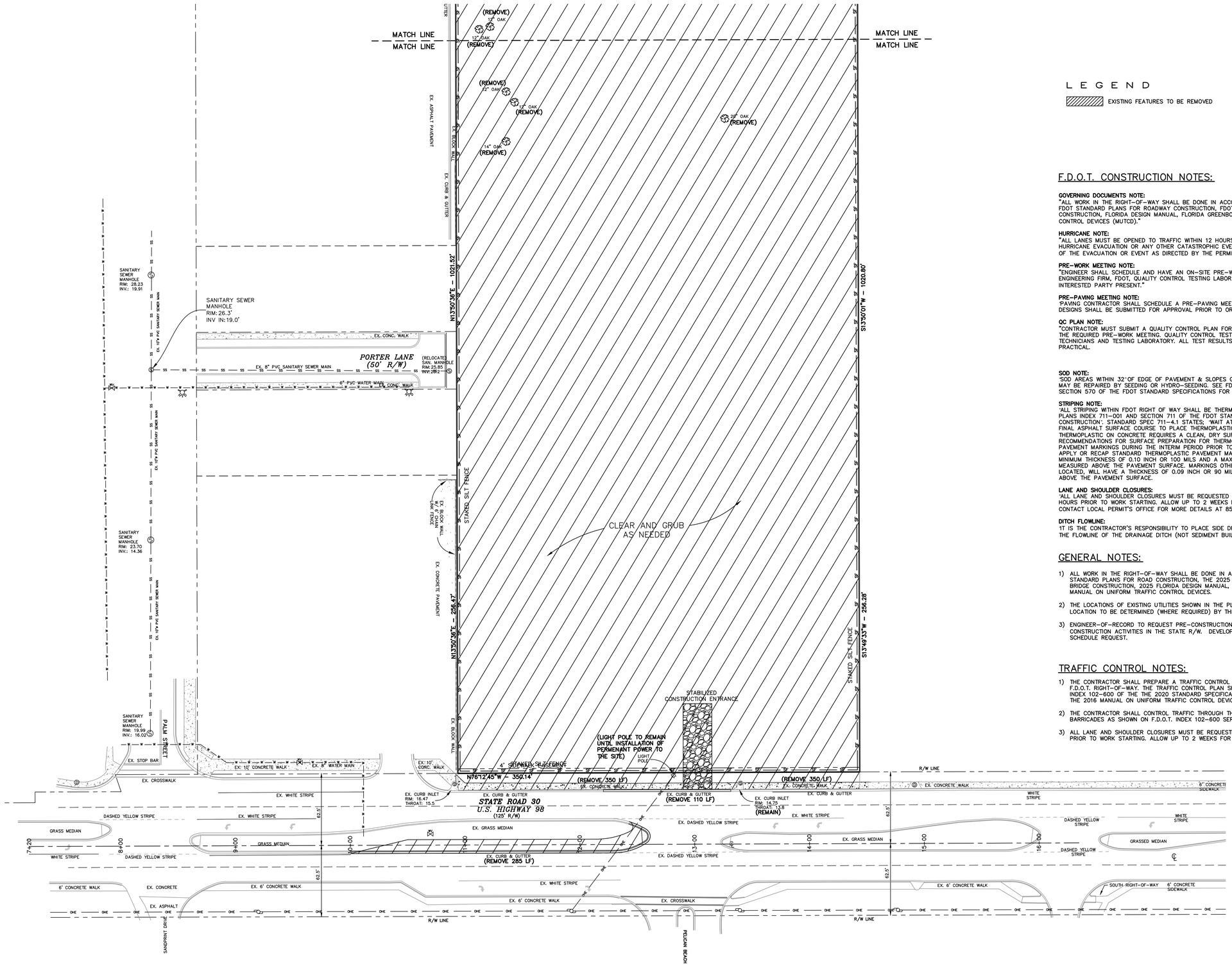

LEGEND

EXISTING FEATURES TO BE REMOVED

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

F.D.O.T. CONSTRUCTION NOTES:

GOVERNING DOCUMENTS NOTE:
"ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROADWAY CONSTRUCTION, FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, FLORIDA DESIGN MANUAL, FLORIDA GREENBOOK, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)."

HURRICANE NOTE:
"ALL LANES MUST BE OPENED TO TRAFFIC WITHIN 12 HOURS AFTER RECEIVING NOTIFICATION OF A HURRICANE EVACUATION OR ANY OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE PERMITS MANAGER."

PRE-WORK MEETING NOTE:
"ENGINEER SHALL SCHEDULE AND HAVE AN ON-SITE PRE-WORK MEETING WITH REPRESENTATIVES FROM THE ENGINEERING FIRM, FDOT, QUALITY CONTROL TESTING LABORATORY, PRIME CONTRACTOR, AND ANY OTHER INTERESTED PARTY PRESENT."

PRE-PAVING MEETING NOTE:
"PAVING CONTRACTOR SHALL SCHEDULE A PRE-PAVING MEETING WITH FDOT. PROPOSED ASPHALT MIX DESIGNS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO OR AT THE PRE-PAVING MEETING."

QC PLAN NOTE:
"CONTRACTOR MUST SUBMIT A QUALITY CONTROL PLAN FOR FDOT REVIEW AND APPROVAL BEFORE OR AT THE REQUIRED PRE-WORK MEETING. QUALITY CONTROL TESTING SHALL BE PERFORMED BY FDOT CERTIFIED TECHNICIANS AND TESTING LABORATORY. ALL TEST RESULTS SHALL BE PROVIDED TO FDOT AS SOON AS PRACTICAL.

SOD NOTE:
"SOD AREAS WITHIN 32'OF EDGE OF PAVEMENT & SLOPES GREATER THAN 1:3. OTHER DISTURBED AREAS MAY BE REPAIRED BY SEEDING OR HYDRO-SEEDING. SEE FDOT STANDARD PLANS INDEX 570-010 AND SECTION 570 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.

STRIPING NOTE:
"ALL STRIPING WITHIN FDOT RIGHT OF WAY SHALL BE THERMOPLASTIC AND ADHERE TO FDOT STANDARD PLANS INDEX 711-001 AND SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION". STANDARD SPEC 711-4.1 STATES; "WAIT AT LEAST 14 DAYS AFTER CONSTRUCTING THE FINAL ASPHALT SURFACE COURSE TO PLACE THERMOPLASTIC PAVEMENT MARKINGS. INSTALLATION OF THERMOPLASTIC ON CONCRETE REQUIRES A CLEAN, DRY SURFACE. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR SURFACE PREPARATION FOR THERMOPLASTIC ON CONCRETE. PROVIDE TEMPORARY PAVEMENT MARKINGS DURING THE INTERIM PERIOD PRIOR TO OPENING THE ROAD TO APPLY OR RECAP STANDARD THERMOPLASTIC PAVEMENT MARKINGS FOR LONGITUDINAL LINES TO ATTAIN A MINIMUM THICKNESS OF 0.10 INCH OR 100 MILS AND A MAXIMUM THICKNESS 0.15 INCH OR 150 MILS WHEN MEASURED ABOVE THE PAVEMENT SURFACE. MARKINGS OTHER THAN LONGITUDINAL LINES, WHEREVER LOCATED, WILL HAVE A THICKNESS OF 0.09 INCH OR 90 MILS TO 0.12 INCH OR 120 MILS WHEN MEASURED ABOVE THE PAVEMENT SURFACE.

LANE AND SHOULDER CLOSURES:
"ALL LANE AND SHOULDER CLOSURES MUST BE REQUESTED IN WRITING AND APPROVED A MINIMUM OF 48 HOURS PRIOR TO WORK STARTING. ALLOW UP TO 2 WEEKS FOR LANE CLOSURE APPROVAL PROCESS." CONTACT LOCAL PERMIT'S OFFICE FOR MORE DETAILS AT 850- 836-5790 OR 850-836-5742.

DITCH FLOWLINE:
"IT IS THE CONTRACTOR'S RESPONSIBILITY TO PLACE SIDE DRAIN PIPES AT PROPER ELEVATIONS TO MATCH THE FLOWLINE OF THE DRAINAGE DITCH (NOT SEDIMENT BUILD-UP) TO ENSURE POSITIVE STORMWATER FLOW."

GENERAL NOTES:

1) ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE FY 2025/2026 STANDARD PLANS FOR ROAD CONSTRUCTION, THE 2025 STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2025 FLORIDA DESIGN MANUAL, 2023 FLORIDA GREENBOOK, AND THE 2023 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

2) THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION TO BE DETERMINED (WHERE REQUIRED) BY THE CONTRACTOR DURING CONSTRUCTION.

3) ENGINEER-OF-RECORD TO REQUEST PRE-CONSTRUCTION MEETING ONSITE WITH FDOT BEFORE ANY CONSTRUCTION ACTIVITIES IN THE STATE R/W. DEVELOPER/CONTRACTOR TO NOTIFY EOR FOR SCHEDULE REQUEST.

TRAFFIC CONTROL NOTES:

1) THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR EACH PHASE OF WORK WITHIN F.D.O.T. RIGHT-OF-WAY. THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE REQUIREMENTS OF INDEX 102-600 OF THE THE 2020 STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, THE 2016 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LOCAL AGENCY REQUIREMENTS.

2) THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE WORK ZONE BY INSTALLING SIGNING AND BARRICADES AS SHOWN ON F.D.O.T. INDEX 102-600 SERIES.

3) ALL LANE AND SHOULDER CLOSURES MUST BE REQUESTED AND APPROVED A MINIMUM OF 48 HOURS PRIOR TO WORK STARTING. ALLOW UP TO 2 WEEKS FOR APPROVAL PROCESS.

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DRURY PLAZA HOTEL
DESTIN, FLORIDA

DEMOLITION PLAN (2 OF 2)

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MARK C. SINER, P.E.
FL. REG. NO. 48831

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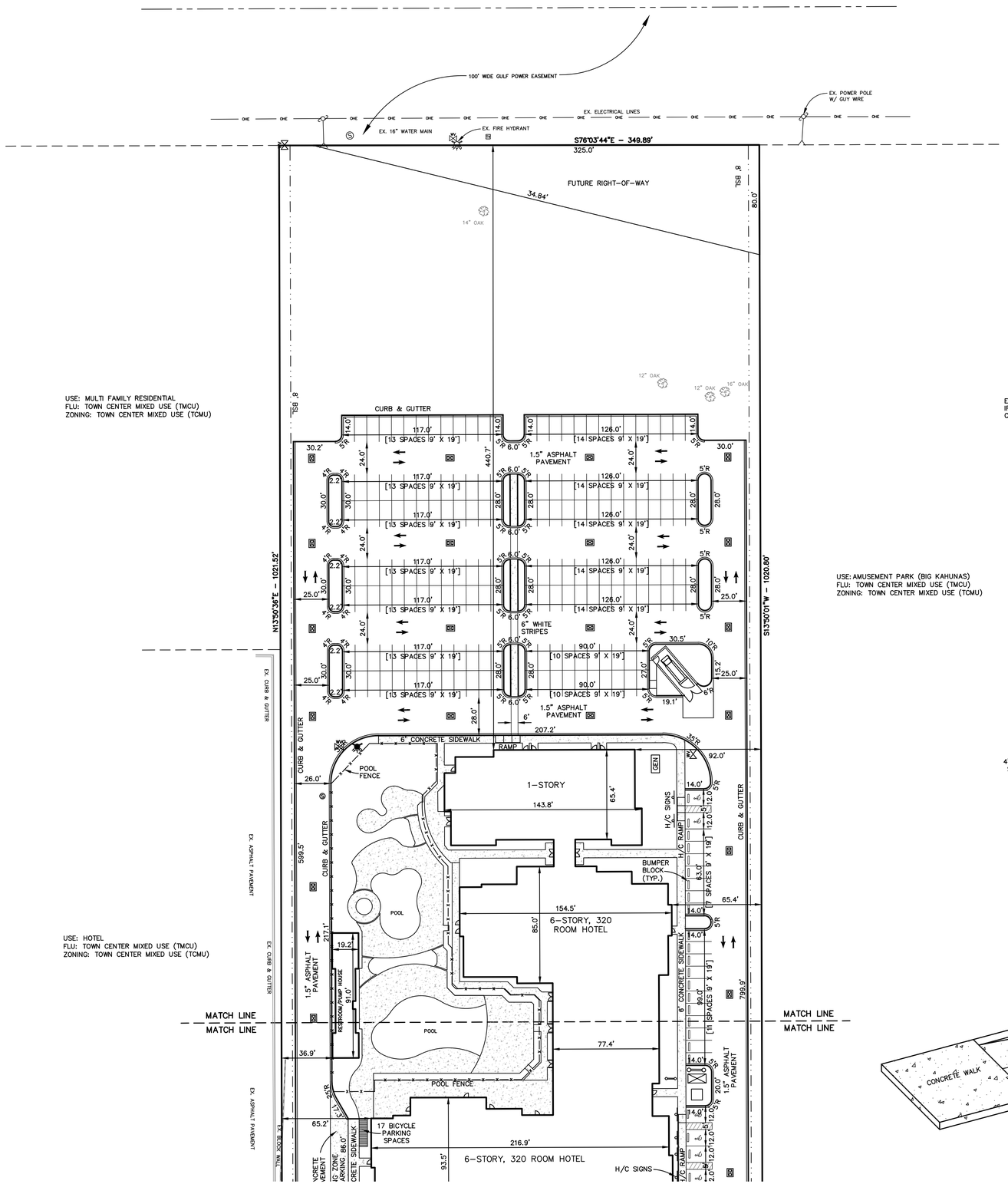
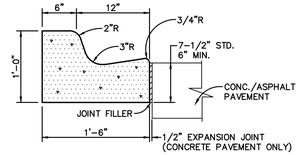
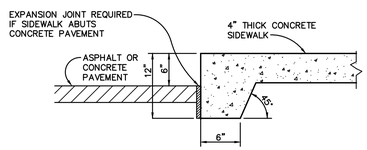


NOTE:
ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



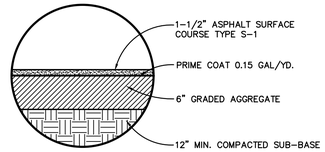
CONCRETE CURB AND GUTTER DETAIL
N.T.S.

WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" MIN., UNLESS OTHERWISE SHOWN ON PLANS. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB AND CONCRETE PAVEMENT OR CONCRETE STRUCTURES.

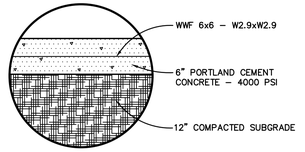


SIDEWALK THICKENED EDGE DETAIL
N.T.S.

THICKENED EDGE SIDEWALK SHALL BE INSTALLED WHEN SIDEWALK ABUTS PAVED PARKING AREA OR STREETS.



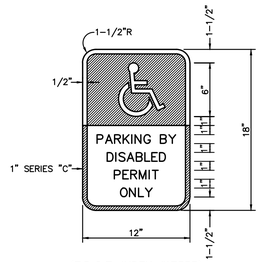
1-1/2" ASPHALT PAVEMENT DETAIL
N.T.S.



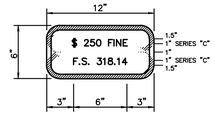
6" CONCRETE PAVEMENT DETAIL
N.T.S.

CROSS SLOPE ON SIDEWALK AND PEDESTRIAN ACCESSWAY ACROSS THE DRIVEWAY IS NOT TO EXCEED 2% (1:50).

IF STREET HAS BEEN OVERLAYED, INTO GUTTER, MATCH CONCRETE TO CONCRETE AND ASPHALT TO ASPHALT.



(F.D.O.T. INDEX #17355)

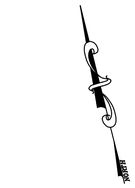


(FTP - 55)

COLOR
BACKGROUND: WHITE
LEGEND & BORDER: BLACK

THIS PANEL SHALL BE INSTALLED UNDER THE FTP-25 OR FTP-26 HANDICAP PARKING SIGN.

HANDICAP SIGN DETAIL
(F.D.O.T. INDEX No. 700-102)
N.T.S.



GRAPHIC SCALE

40 0 20 40 80
(IN FEET)
SCALE: 1" = 40 ft.

L E G E N D

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- SETBACK LINE
- POWER POLE
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- OHE — OVERHEAD UTILITY LINE
- E — ELECTRICAL BOX
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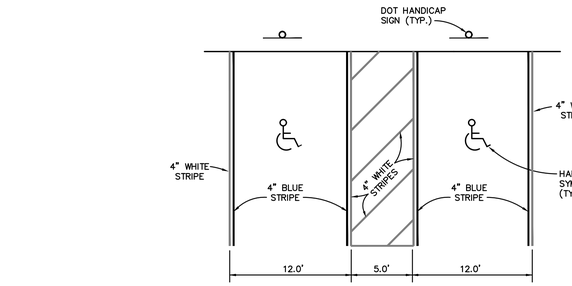
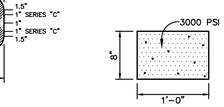
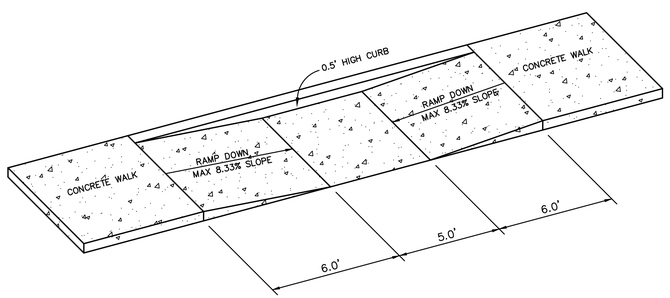
- CENTERLINE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- W — MONITORING WELL



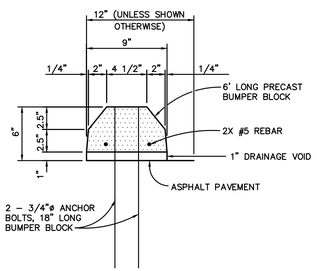
HANDICAP AREA STRIPING DETAIL
N.T.S.



CONCRETE FLAT CURB DETAIL
N.T.S.



SIDEWALK HANDICAP RAMP DETAIL
N.T.S.



PRECAST CONCRETE BUMPER DETAIL
N.T.S.

WHEEL STOP NOTE:
WHEEL STOPS SHALL BE INSTALLED 30" FROM AN ADJACENT SIDEWALK, WALL, FENCE OR LANDSCAPED AREA.

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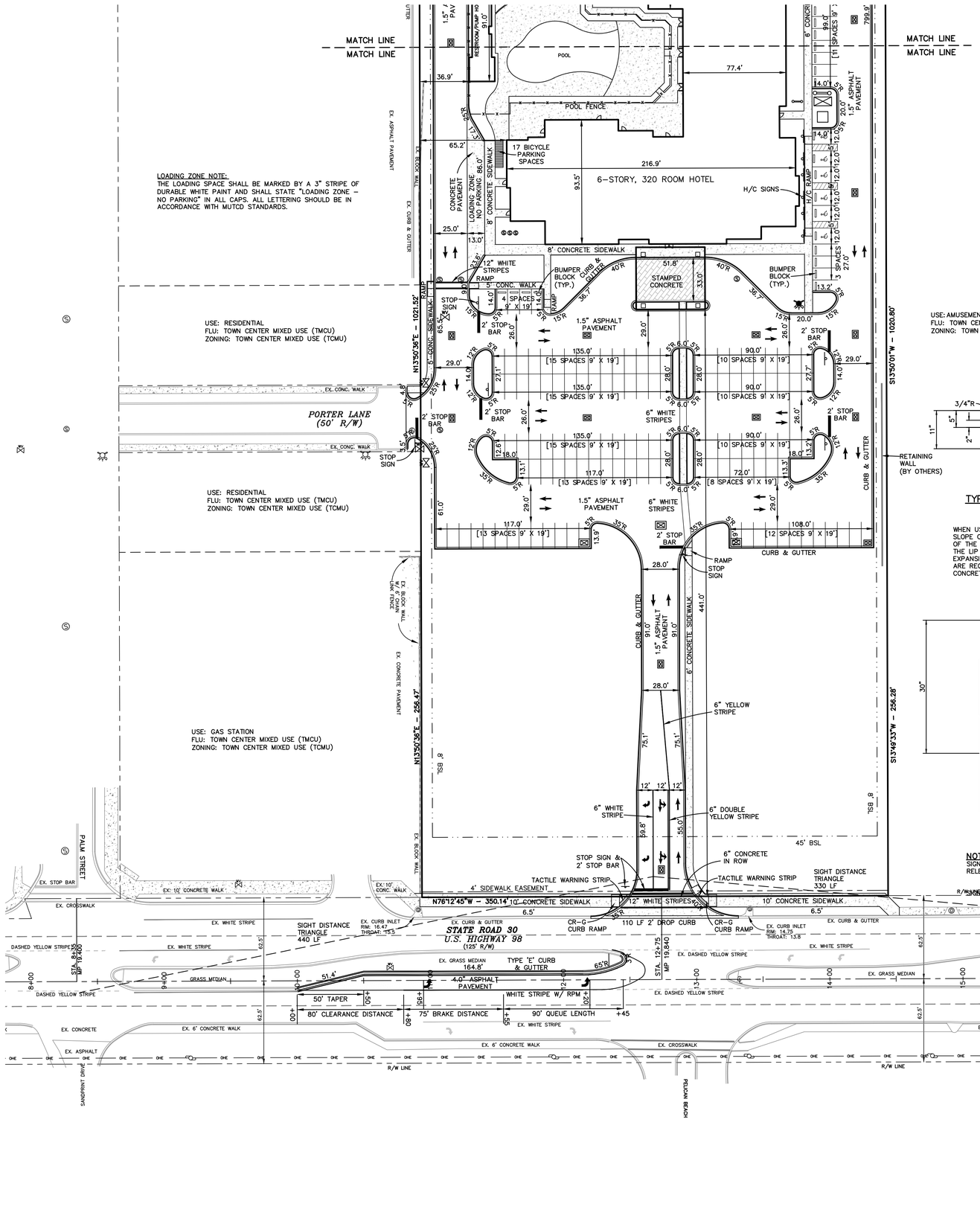
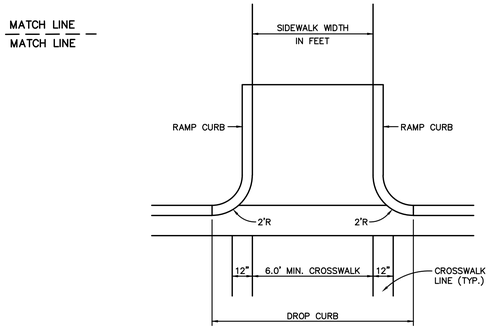
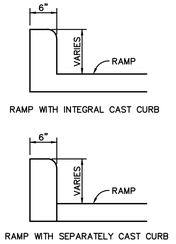
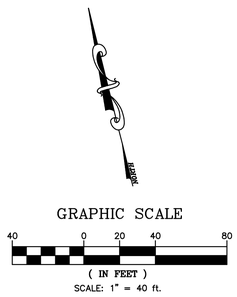




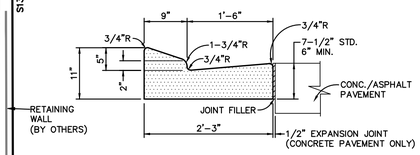
HANDICAP RAMP



OPTIONAL RAMP CURB

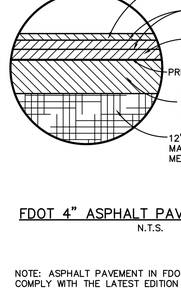


HANDICAP RAMP DETAIL
(F.D.O.T. INDEX No. 522–002)
N.T.S.



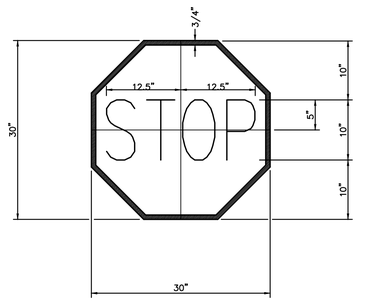
TYPE "E" CURB AND GUTTER DETAIL
(F.D.O.T. INDEX No. 520–001)
N.T.S.

WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" MIN., UNLESS OTHERWISE SHOWN ON PLANS. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEALER ARE REQUIRED BETWEEN CURB AND CONCRETE PAVEMENT OR CONCRETE STRUCTURES.



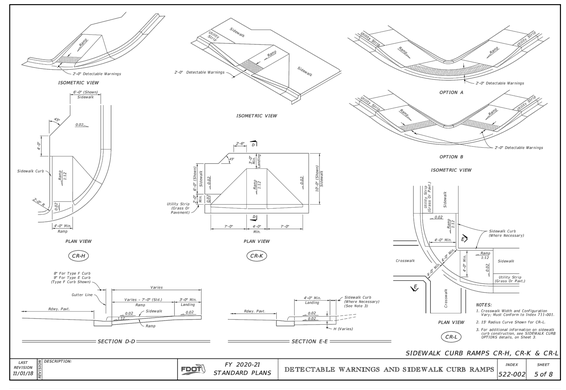
FDOT 4" ASPHALT PAVEMENT DETAIL
N.T.S.

NOTE: ASPHALT PAVEMENT IN FDOT RIGHT–OF–WAY MUST COMPLY WITH THE LATEST EDITION OF THE FDOT FLEXIBLE PAVEMENT DESIGN MANUAL.



STOP SIGN DETAIL
N.T.S.

NOTE:
SIGN DESIGNATION: R1–1 (REFL.)
RELECTORIZATION: LEGEND, BORDER (REFL.)
BACKGROUND
SIGN COLORS: LEGEND, BORDER (WHITE)
BACKGROUND (RED)



RIGHT–OF–WAY NOTE:
ALL STRIPING IN THE RIGHT–OF–WAYS, BOTH PUBLIC AND PRIVATE, SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT SPECIFICATIONS.

LEGEND

- ASPHALT
- CONCRETE
- SETBACK LINE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- OHE — OVERHEAD UTILITY LINE
- E — ELECTRICAL BOX
- TV — TELEVISION BOX
- TS — TRAFFIC SIGNAL BOX
- T — TELEPHONE BOX
- FENCE
- TRAFFIC ARROW
- CENTERLINE
- SINGLE POLE SIGN
- DOUBLE POLE SIGN
- W — MONITORING WELL

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FAX: 850-863-8059
EMAIL: cei@choctawnog.com
CERTIFICATE OF AUTHORIZATION No. 1532

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5 SEPT 25 – REVISED PER CITY COMMENTS
15 SEPT 25 – REVISED PER FDOT COMMENTS
30 SEPT 25 – REVISED PER CITY COMMENTS

DRURY PLAZA HOTEL
DESTIN, FLORIDA
SITE PLAN (2 OF 2)
Not valid unless bearing Engineer's embossed seal.
MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014–173–E
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Sheet	6 of 18

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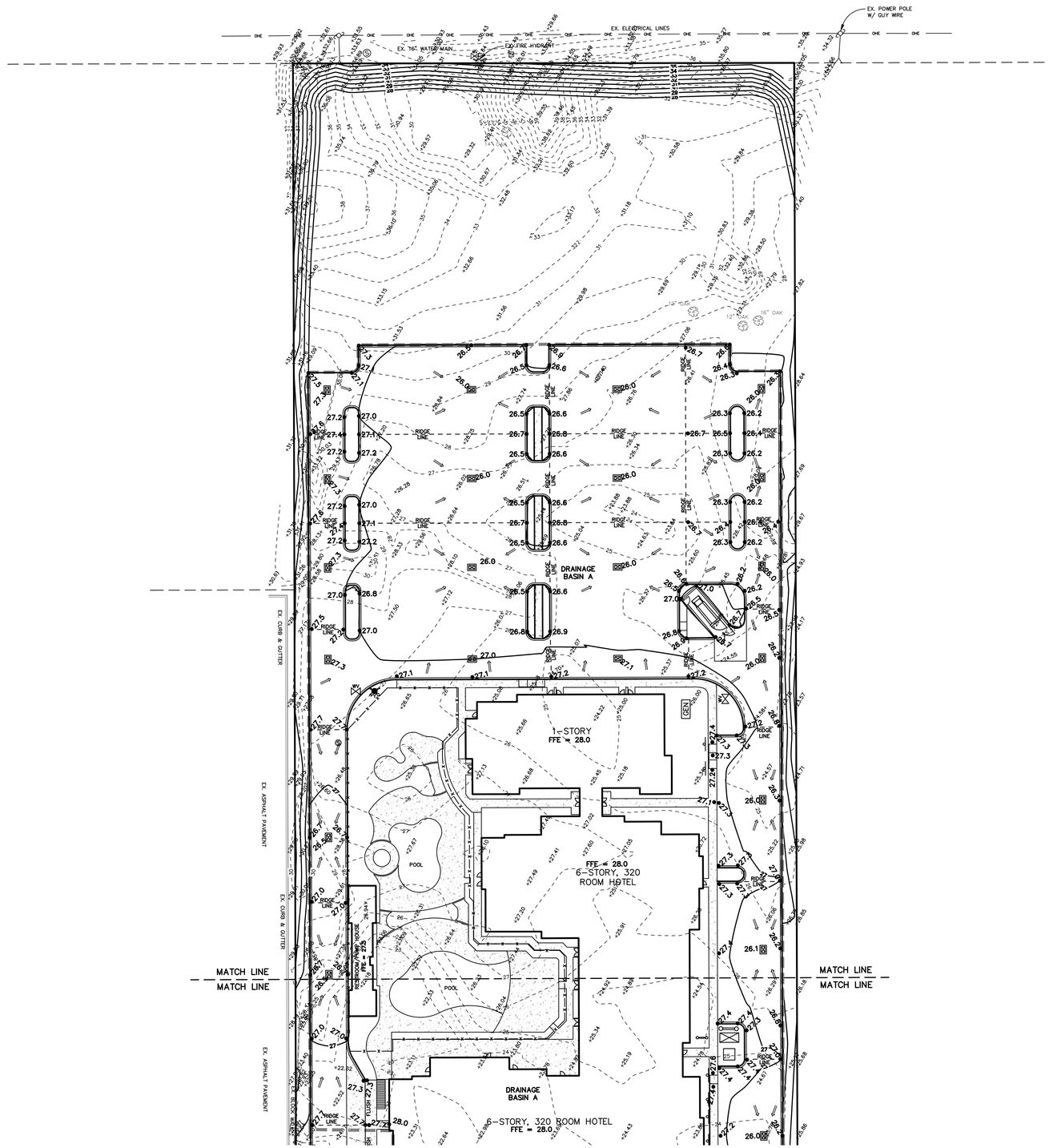

LEGEND

⟹	DIRECTION OF STORMWATER RUNOFF
FFE	FINISHED FLOOR ELEVATION
DHW	DESIGN HIGH WATER
PT	PERC TEST LOCATION
BM	BENCHMARK
⊗5.5	PROPOSED SPOT GRADE
+5.00	EXISTING SPOT GRADE
	EXISTING CONTOUR
5	PROPOSED CONTOUR
SF	STAKED SILT FENCE
(A)	BASIN AREA

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

NOTES:

1. MATERIAL EXCAVATED FOR STORMWATER MANAGEMENT SYSTEM TO BE USED FOR FILL MATERIAL THROUGHOUT SITE.
2. CONTRACTOR WILL BE RESPONSIBLE FOR MONITROING CONSTRUCTION AND SUBMITTING TO THE DISTRICT NOTICE OF COMMENCEMENT. ENGINEER-OF-RECORD WILL BE RESPONSIBLE FOR AS-BUILT CERTIFICATIONS WHEN PROJECT IS COMPLETED.
3. THE PROPOSED DEVELOPMENT SHALL BE CONSTRUCTED WITH THE LOWEST FLOOR ELEVATION (EXCLUDING BASEMENTS AND NON-HABITABLE GARAGE) NOT LESS THAN ONE (1) FOOT ABOVE THE AVERAGE ACTUAL CROWN OR CENTER LINE OF THE LOWEST ELEVATION OF THE ROAD ABUTTING THE SUBJECT PROPERTY.
4. STORMWATER RETENTION AREAS SHALL BE SODDED.

GENERAL NOTES:

1. DETENTION PONDS SHALL BE DESIGNED TO DRAW DOWN ONE HALF OF THE TREATMENT VOLUME BETWEEN 48 AND 60 HOURS.
2. DRAWDOWN DEVICES SMALLER THAN 3 INCHES SHALL INCLUDE A DEVICE TO ELIMINATE CLOGGING (BAFFLES, GRATES, SCREENS OR PIPE ELBOWS).
3. THE LITTORAL ZONE SHALL BE GENTLY SLOPED (6:1 HORIZONTAL: VERTICAL OR FLATTER).
4. A MAXIMUM DEPTH OF 12 FEET AND A MEAN DEPTH BETWEEN 2 AND 8 FEET IS REQUIRED. THE AVERAGE LENGTH TO WIDTH RATIO OF THE POND MUST BE AT LEAST 2:1.
5. THE POND MUST BE DESIGNED SO THAT THE POND SIDE SLOPE MEASURED BETWEEN THE CONTROL ELEVATION AND TWO FEET BELOW THE CONTROL ELEVATION IS NO STEEPER THAN 4:1

* IF REQUIRED DUE TO SLOPES EXCEEDING 4:1

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DESTIN, FLORIDA

GRADING PLAN (1 OF 2)

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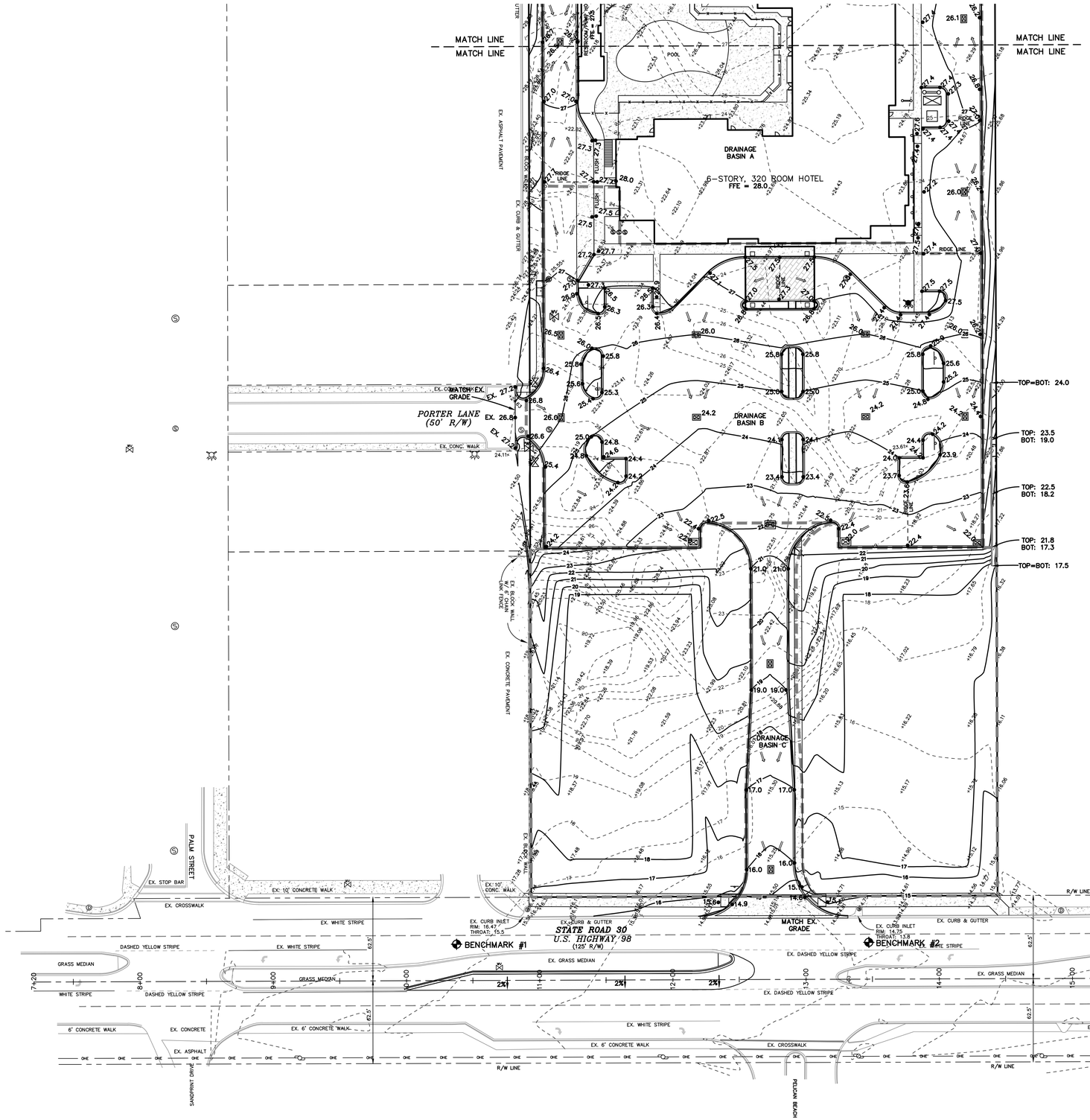

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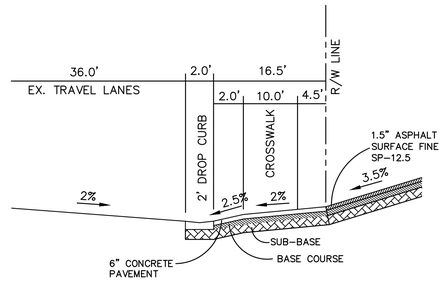

DRIVEWAY PROFILE STA. 12+74

NTS

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DRURY PLAZA HOTEL
DESTIN, FLORIDA

GRADING PLAN (2 OF 2)

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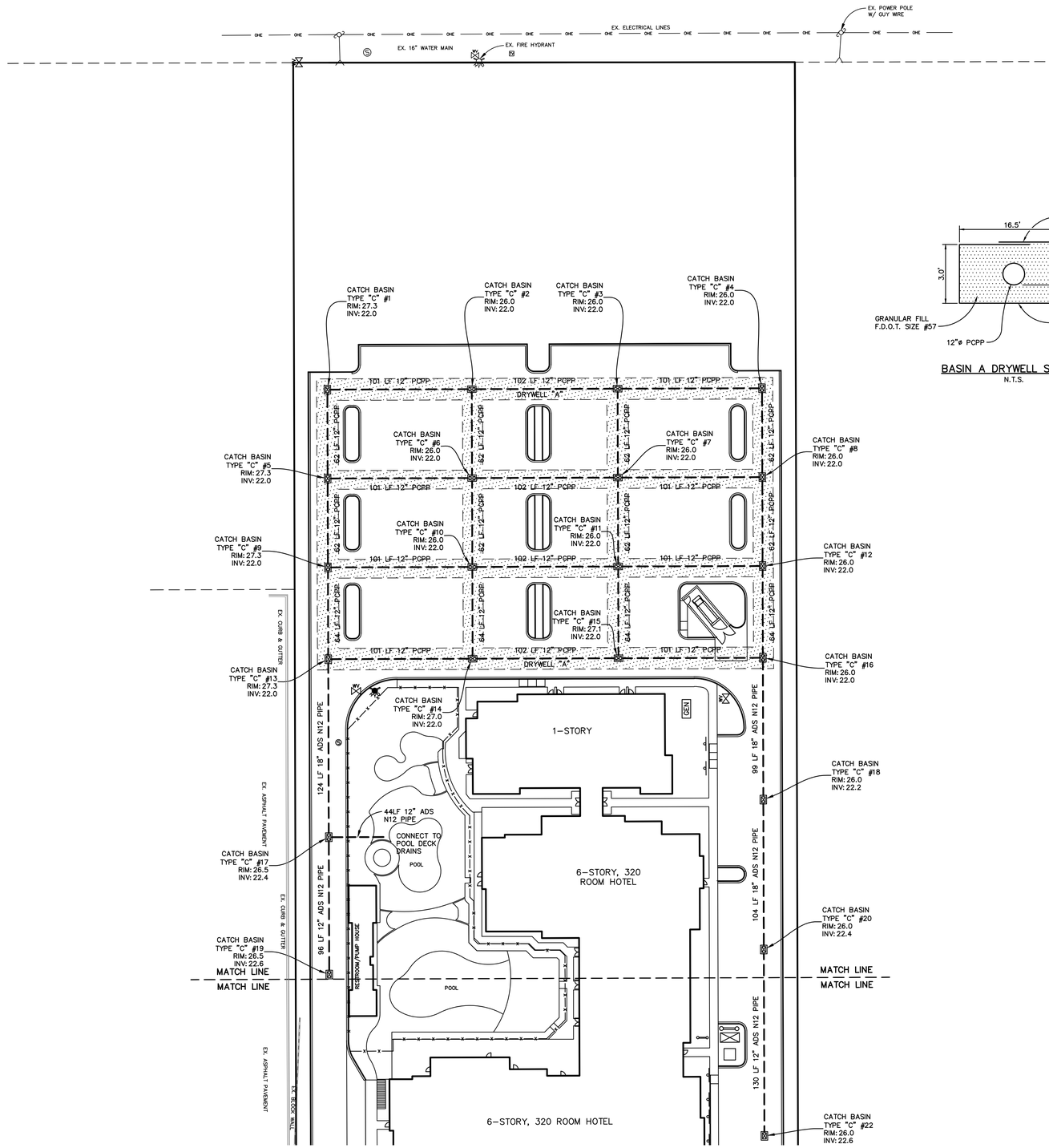


LEGEND

- PROPOSED STORM SEWER PIPE
- CPP — CORRUGATED POLYETHYLENE PIPE
- PCPP — PERFORATED CORRUGATED POLYETHYLENE PIPE
- EXISTING STORM SEWER PIPE
- STORM DRAIN MANHOLE
- CATCH BASIN
- TYPE "9" CURB INLET
- TYPE "3" CURB INLET
- TYPE "4" CURB INLET
- MITERED END SECTION

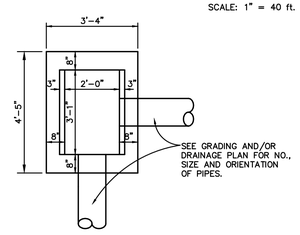
BASIN A DRYWELL SECTION
N.T.S.

GRAPHIC SCALE

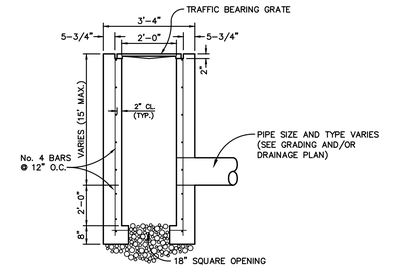
40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

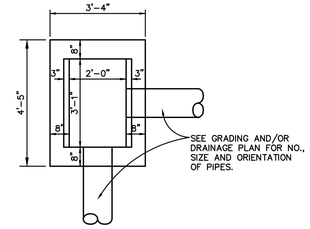


PLAN VIEW

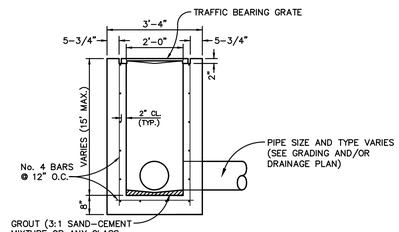


SECTION VIEW

TYPE "C" CATCH BASIN
W/ 2' SUMP DETAIL
(F.D.O.T. INDEX No. 425-052)
N.T.S.



PLAN VIEW



SECTION VIEW

TYPE "C" CATCH BASIN DETAIL
(F.D.O.T. INDEX No. 425-052)
N.T.S.

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DESTIN, FLORIDA
DRAINAGE PLAN (1 OF 2)
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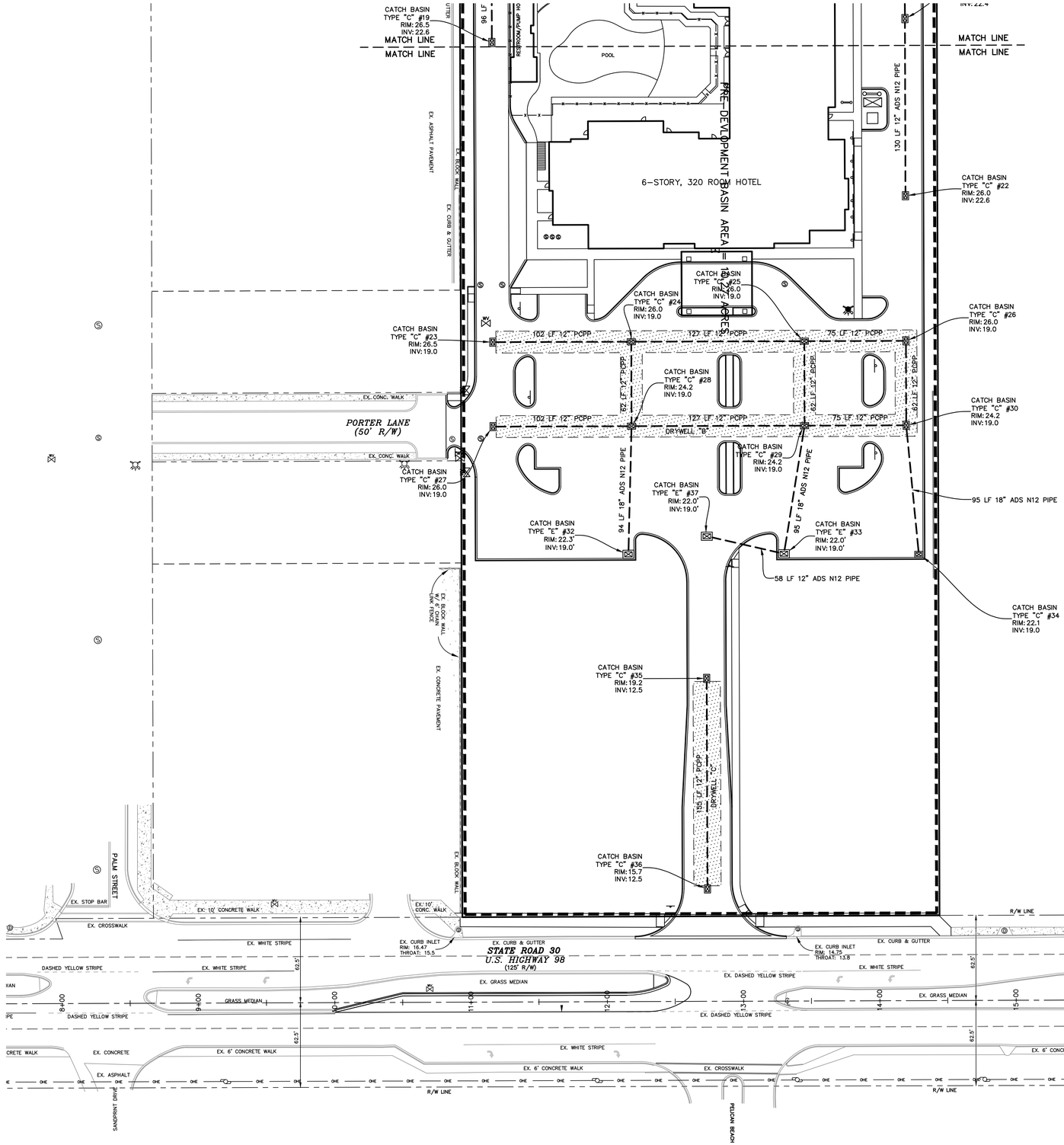

LEGEND

- PROPOSED STORM SEWER PIPE
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- PCPP PERFORATED CORRUGATED POLYETHYLENE PIPE
- EXISTING STORM SEWER PIPE
- STORM DRAIN MANHOLE
- CATCH BASIN
- TYPE "9" CURB INLET
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- MITERED END SECTION

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

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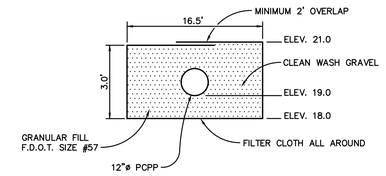
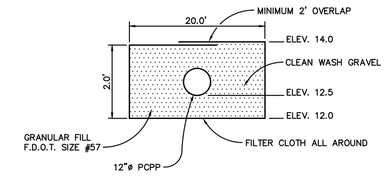
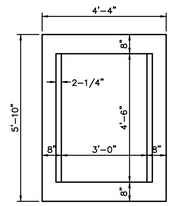


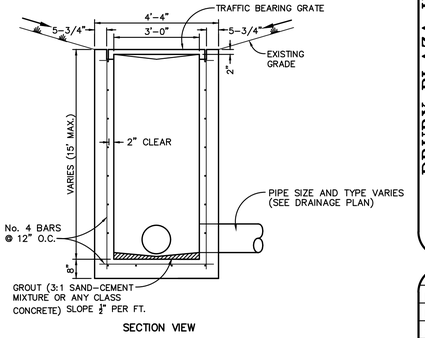
BASIN B DRYWELL SECTION
N.T.S.



BASIN C DRYWELL SECTION
N.T.S.



PLAN VIEW



SECTION VIEW

TYPE "E" CATCH BASIN DETAIL
(F.D.O.T. INDEX No. 232)
N.T.S.

RECOMMENDED PIPE SIZES:
3'-0" WALL – 24" PIPE
4'-6" WALL – 42" PIPE

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DRAINAGE PLAN (2 OF 2)

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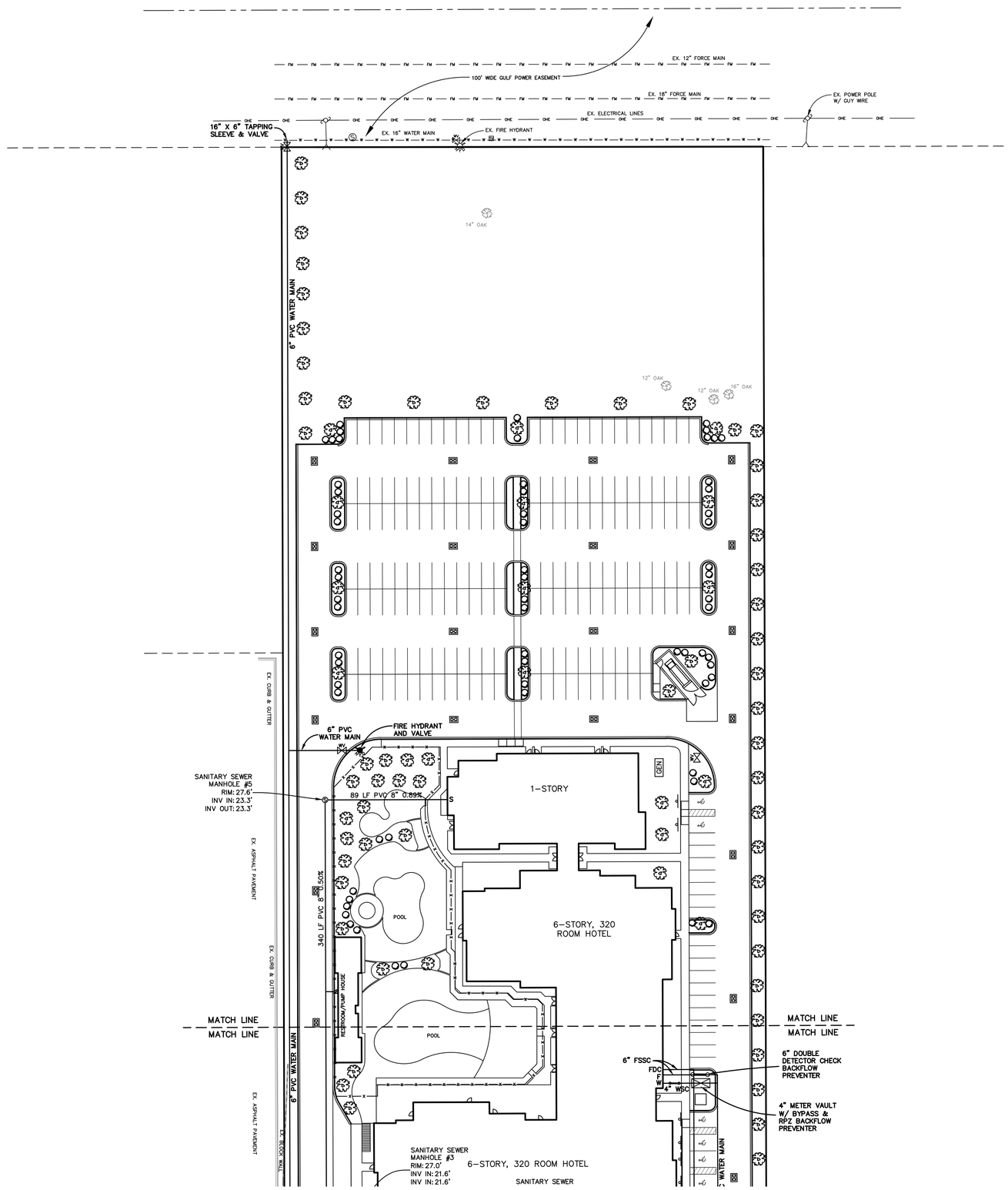

LEGEND

- PROPOSED SANITARY SEWER MAIN
- W — PROPOSED WATER MAIN
- WSC — WATER SERVICE CONNECTION
- FSC — FIRE SERVICE CONNECTION
- SSC — SEWER SERVICE CONNECTION
- EXISTING GAS MAIN
- SS — EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- GAS VALVE
- GAS METER
- BACKFLOW PREVENTER
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION VALVE
- WATER SHUT-OFF
- S — SANITARY SEWER MANHOLE
- © — SANITARY SEWER CLEANOUT

NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

SCALE: 1" = 40 ft.

LANDSCAPE REQUIREMENTS

LANDSCAPE AREA	PLANTING REQUIREMENTS	SITE INFORMATION	PLANTS REQUIRED
FRONT PERIMETER BUFFER[1]	1 TREE PER 25 LF OF FRONTAGE	FRONTAGE = 350.14 LF	15 TREES 60 SHRUBS
INTERIOR PARKING	1 TREE PER INTERIOR LANDSCAPE ISLAND	ISLANDS = 24	24 TREES 96 SHRUBS
REFORESTATION	1 TREE 0.1 ACRES OF PROJECT SIZE	PROJECT = 7.09 ACRES	71 TREES
STREET TREES	1 TREE PER 40 LF OF FRONTAGE	FRONTAGE = 350.14 LF	9 MEDIUM TREES
PROPOSED CANOPY TREE* PROPOSED SHRUB PROPOSED MEDIUM TREE		TOTAL REQUIRED:	110 TREES 9 MEDIUM TREES 156 SHRUBS
		TOTAL PROPOSED:	110 TREES[2] 9 MEDIUM TREES 158 SHRUBS

* ASSUMES 4" DIAMETER TREES
1. TCMU ZONING DISTRICT IS EXEMPT FROM THIS REQUIREMENT. TREES MAY BE PLANTED ACROSS THE SITE. ADDITIONALLY 4 SHRUBS ARE TO BE PLANTED PER TREE ON SITE.
2. TREES ARE TO BE SELECTED FROM THE APPROVED SPECIES LIST LOCATED IN TABLE 12-1 AND 12-2 OF THE CITY OF DESTIN LAND DEVELOPMENT CODE.

LANDSCAPE NOTES:

1. SHRUBS SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
2. TREES SHALL BE A MINIMUM 12 FEET IN HEIGHT AND OF THREE AND ONE-HALF (3.5") INCHES CALIPER AT THE TIME OF INSTALLATION.
3. ONLY FLORIDA #1 GRADE OR BETTER PLANT MATERIALS AS DESCRIBED BY THE FLORIDA DEPARTMENT OF AGRICULTURE CAN BE PLANTED ON PROJECT SITE.
4. THE REMAINDER OF THE FRONT BUFFER AND LANDSCAPED AREAS SODDED OR GRASSED.
5. ALL LANDSCAPING SHALL BE HIGH SALT TOLERANT.
6. PALM TREES SHALL ACCOUNT FOR NO MORE THAN 40% OF ALL TREE PLANTINGS FOR THIS PROPERTY.

IRRIGATION NOTES:

1. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, AN IRRIGATION SYSTEM SHALL BE INSTALLED ON THE PROPERTY TO ADEQUATELY MAINTAIN ALL PLANTED LANDSCAPE MATERIAL.
2. WATER FOR THE THE IRRIGATION SYSTEM SHALL SUPPLIED BY A SHALLOW WELL LOCATED ON THE PROPERTY
3. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED WITH IRRIGATION SYSTEM.

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UTILITY & LANDSCAPE PLAN (1 OF 2)

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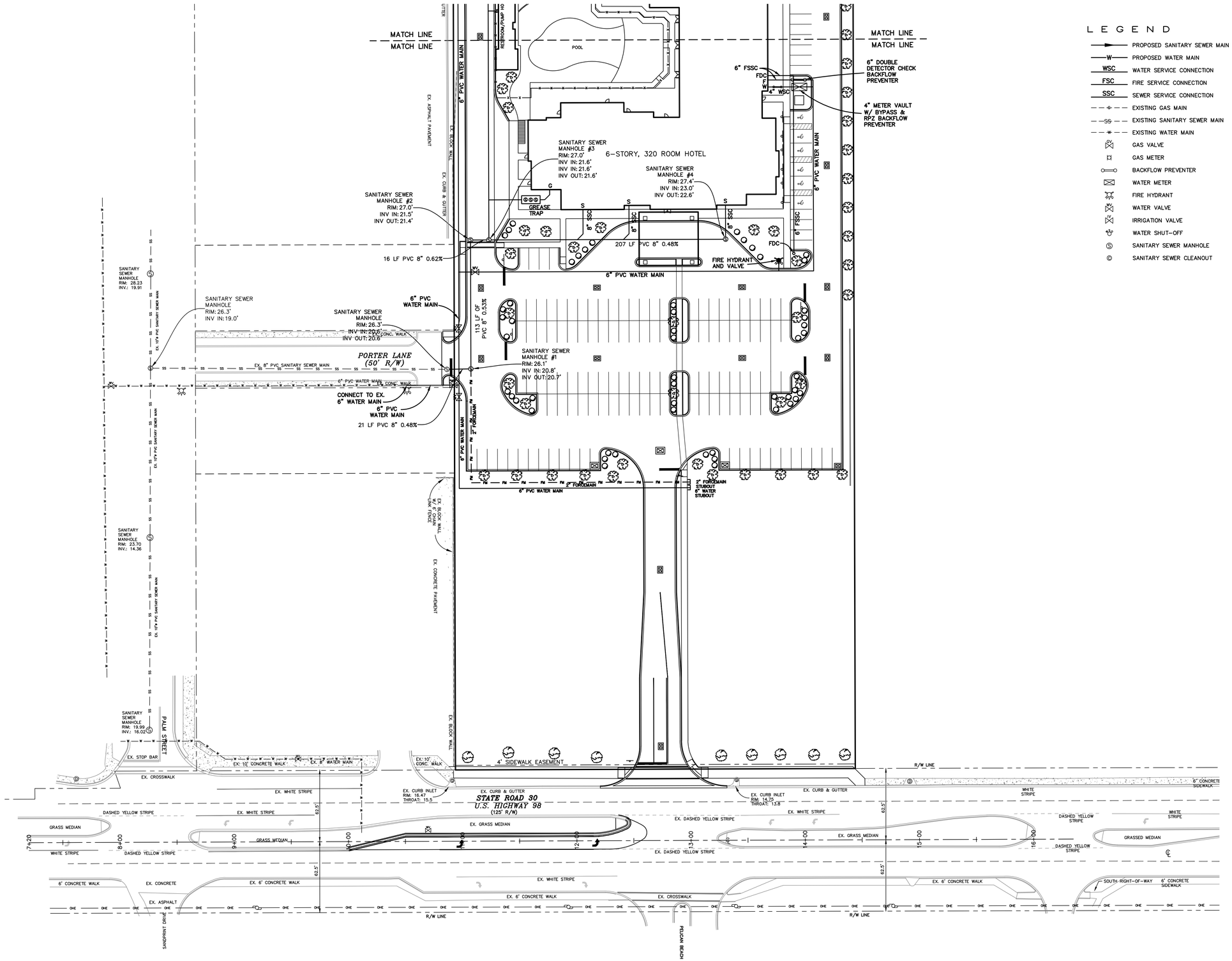

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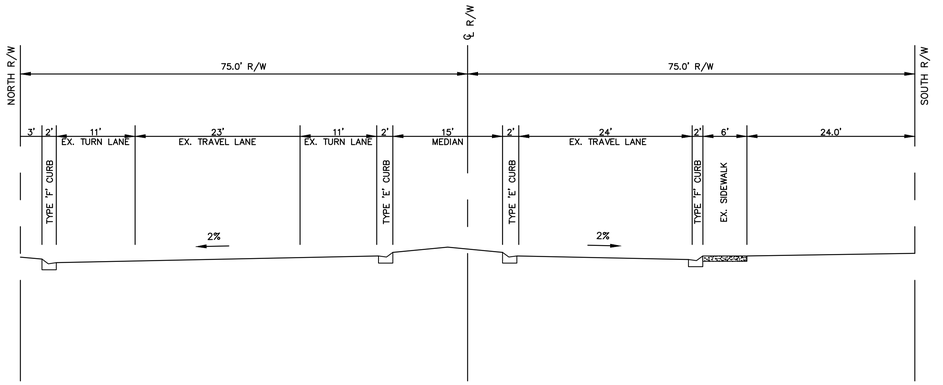
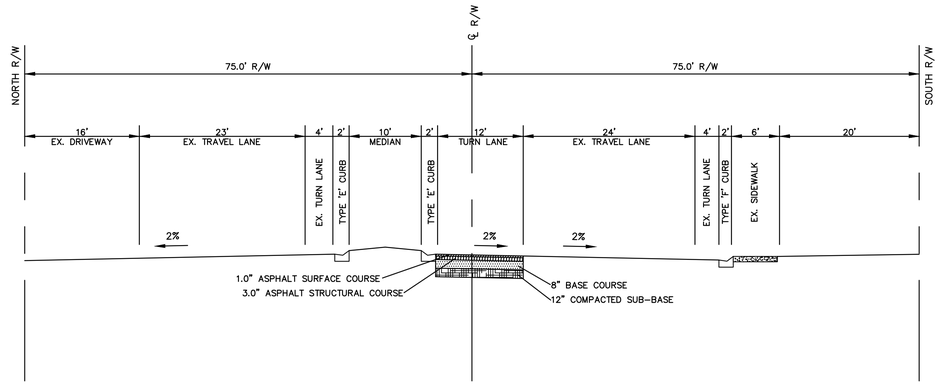
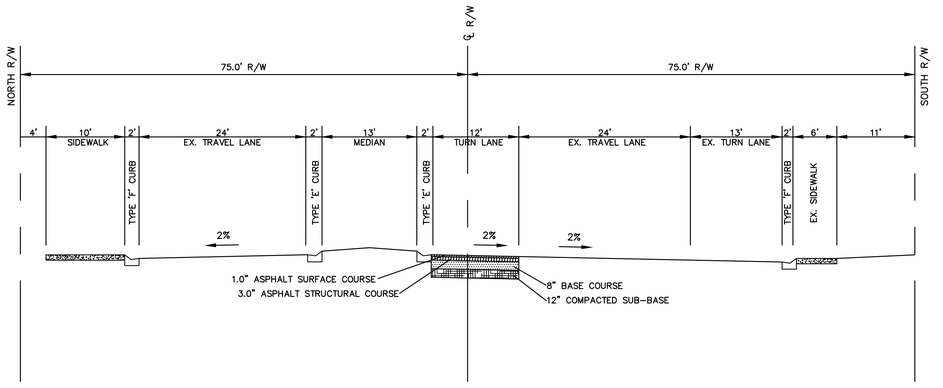


TURN LANE SECTION STA. 10+00



TURN LANE SECTION STA. 10+50



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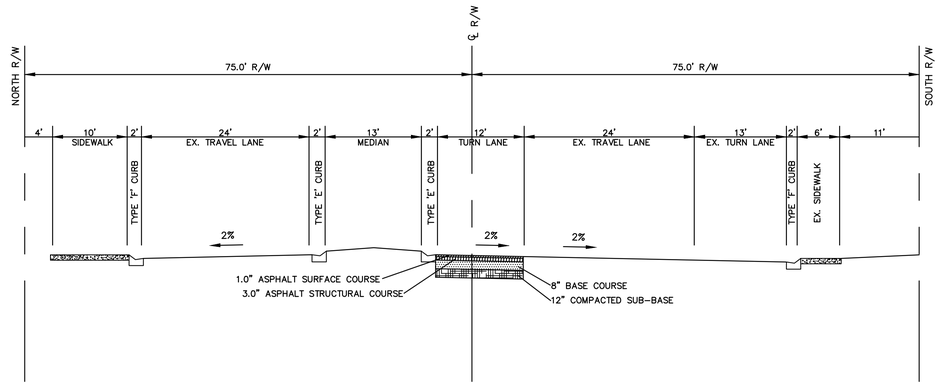
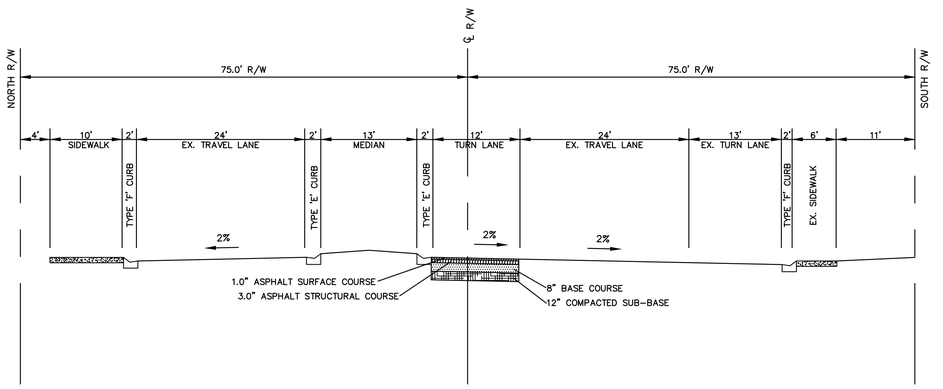
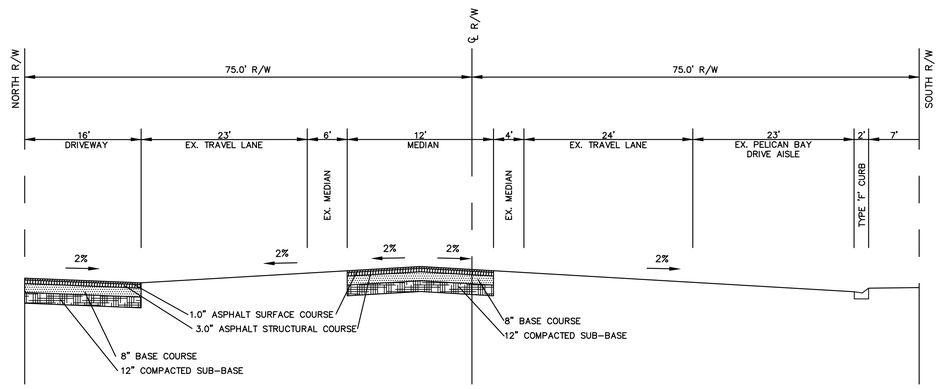


TURN LANE SECTION STA. 11+50



TURN LANE SECTION STA. 12+00



TURN LANE SECTION STA. 12+50

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-4611
FAX: 850-863-8059
EMAIL: cei@choctawng.com
CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:
5 SEPT 25 – REVISED PER CITY COMMENTS
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DRURY PLAZA HOTEL
DESTIN, FLORIDA

TURNLANE SECTIONS

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

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Sheet	13 of 18

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GENERAL NOTES:

1. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DEEMED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ENSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES.

SITE DESCRIPTION:

LOCATION: NORTH SIDE OF HIGHWAY 98, DESTIN, FLORIDA

A. SITE CONDITIONS & ACTIVITIES NARRATIVE
- A.1. CURRENTLY THE PROPERTY IS VACANT COVERED WITH NATURAL VEGETATION.
- A.2. SITE OPERATOR (CONTRACTOR) SHALL PREPARE A CONSTRUCTION SCHEDULE THAT INCLUDES THE DATE GRADING WILL BEGIN AND THE EXPECTED DATE OF STABILIZATION AND SHALL INCLUDE THE CONSTRUCTION SCHEDULE AS PART OF THE STORMWATER POLLUTION PREVENT (SWPP) PLAN

B. SEQUENCE OF IMPLEMENTATION OF CONTROLS
- B.1. INSTALLING OF CONTROL MEASURES.
- B.2. CLEARING, GRUBBING AND EXCAVATION.
- B.3. CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE BUILDING, SITE DEVELOPMENT, AND INFRASTRUCTURE NECESSARY TO SERVE THE PROPOSED SITE.
- B.4. FINAL STABILIZATION.

C. ESTIMATE OF TOTAL PROJECT AREA AND AREA TO BE DISTURBED
- C.1. THE TOTAL SITE AREA IS ± **10.27** ACRES
- C.2. THE AREA TO BE DISTURBED IS ± **8.0** ACRES.

D. THE USDA SOIL CONSERVATION SERVICE SOIL SURVEY OF **OKALOOSA** COUNTY LISTS **KUREB SAND & NEWHAN-COROLLA COMPLEX** AS THE PREDOMINANT SOIL TYPES FOR THE PROJECT AREA.

E. PROJECT DRAINS TO **HWY 98 RIGHT-OF-WAY.**

F. MS4 OPERATOR NAME (IF ANY): **CITY OF DESTIN**

G. CALCULATIONS REFER TO ENGINEER'S STORMWATER MANAGEMENT PLAN.

WIND EROSION CONTROL:

1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
2. AS REQUIRED AFTER COMPLETION OF CONSTRUCTION, BAR EARTH AREAS SHALL BE VEGETATED.
3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE EXCEPT THE MINIMUM HEIGHT SHALL BE FOUR (4) FEET.

IN ADDITION TO THOSE RESPONSIBILITIES OUTLINED WITHIN THE CONSTRUCTION PLANS AND DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEASURES:

1. PROJECT SCHEDULE WITH EROSION AND SEDIMENT CONTROL INSTALLATIONS AND MAINTENANCE TIED TO SPECIFIC DATES OR CONSTRUCTION ACTIVITIES.
2. ALTERATIONS TO THE DESIGN EROSION AND SEDIMENT CONTROLS DUE TO DIFFERENCE BETWEEN THE DESIGN PLANS AND ANTICIPATED CONSTRUCTION PHASING AND THE CONTRACTOR'S CONSTRUCTION METHODS.
3. NAME AND PHONE NUMBERS OF CONTRACTOR'S REPRESENTATIVE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL INSTALLATION AND MAINTENANCE ON A 24 HOUR BASES.
4. THE CONTRACTOR WILL FURNISH, INSTALL, MAINTAIN AND SUBSEQUENTLY REMOVE, ALL NECESSARY EROSION CONTROL. THE CONTRACTOR WILL FURNISH AND INSTALL ALL NECESSARY PERMANENT EROSION CONTROLS.
5. THE DEVELOPMENT OF THE APPLICABLE BMPS TO ENSURE THE CONTROL OF OFF-SITE TRACKING/SPILLAGE, SANITARY WASTE, FERTILIZERS & PESTICIDES, SOLID WASTE DISPOSAL, AND NON-STORMWATER DISCHARGES & HAZARDOUS WASTE. WHEN THE CONTRACTOR ENCOUNTERS A SPILL, CONSTRUCTION WILL STOP AND WORK WILL NOT RESUME UNTIL DIRECTED BY THE APPROPRIATE AGENCY. DISPOSITION OF HAZARDOUS WASTE WILL BE MADE IN ACCORDANCE WITH ANY REQUIREMENTS AND REGULATIONS OF ANY LOCAL, STATE, OR FEDERAL, AGENCY HAVING JURISDICTION.

THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWING ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOWLAND PARCEL OR RECEIVING WATER.

MAINTENANCE:

MAINTENANCE OF EROSION CONTROL OF DEVICES IS OF PARAMOUNT IMPORTANCE TO THE PROPERTY OWNER/USER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL POLLUTION PREVENTION CONTROLS. DAILY REVIEW SHALL BE MADE BY THE CONTRACTOR TO DETERMINE IF CONSTRUCTION ACTIVITIES SHAVE ALTERED THE EFFECTIVENESS OF EROSION, SEDIMENTATION, TURBIDITY, AND POLLUTION CONTROL MEASURES. CORRECTIVE ACTION SHALL BE PERFORMED IMMEDIATELY. THE CONTRACTOR WILL COMPLETE A REPORT DETAILING MEASURES THAT ARE NOT ACHIEVING PERMIT COMPLIANCE AND THE CORRECTIVE ACTION THAT IS TAKEN UNLESS OTHERWISE SPECIFIED. ACCUMULATED SEDIMENTS SHOULD BE REMOVED BEFORE THEY REACH ONE-HALF OF THE CAPACITY OF THE CONTROL DEVICE.

SEQUENCE OF CONSTRUCTION

A. PHASE I
- A.1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
- A.2. CONSTRUCT SILT FENCES ON SITE.
- A.3. PREPARE TEMPORARY PARKING AND STORAGE AREA. UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILERS, PARKING, LAY DOWN, PORTA POTTY, WHEEL WASH, CONCRETE WASHOUT, MASONS AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC. DENOTE THEM ON THE SITE MAPS IMMEDIATELY AND NOTE AND CHANGES IN LOCATIONS AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
- A.4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
- A.5. CLEAR AND RUB THE SITE.
- A.6. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
- A.7. BEGIN GRADING THE SITE.

B. PHASE II
- B.1. TEMPORARILY SEED DENUDED AREAS
- B.2. INSTALL UTILITIES, UNDER DRAINS, STORM SEWERS, CURB AND GUTTERS.
- B.3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
- B.4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
- B.5. PREPARE SITE PARKING,
- B.6. PAVE SITE.
- B.7. INSTALL INLET PROTECTION DEVICES.
- B.8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
- B.9. SOD ALL DISTURBED AREAS WITH GRADES GREATER THAN 5 TO 1.
- B.10. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED.)

EROSION AND SEDIMENT CONTROLS:

EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS FIRST STEP IN CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DEEMED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN SHOULD BE ONLY THE SUGGESTED BEST MANAGEMENT PRACTICES (BMPS). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENT ND EROSION CONTROL MEASURES AS SPECIFIED IN FDOT INDEXES #100 THROUGH #102 AND AS NECESSARY FOR EACH SPECIFIC APPLICATION. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ENSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES.

A. GENERAL EROSION CONTROL
- A.1. CLEARING AND GRUBBING OPERATIONS SHALL BE CONTROLLED SO AS TO MINIMIZE UNPROTECTED ERODABLE AREAS EXPOSED TO WEATHER. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND OFF-SITE SEDIMENTATION WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC. THEY SHOULD BE EMPLOYED PRIOR TO ANY CONSTRUCTION ACTIVITY.
- A.2. EXCAVATION MATERIAL WILL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGHWATER OR STORMWATER RUNOFF. STOCKPILED MATERIAL SHALL BE COVERED OR ENCIRCLED WITH SEDIMENT CONTAINMENT DEVICES.
- A.3. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. CLEARED SITE DEVELOPMENT AREAS WHICH WILL REMAIN AT ROUGH GRADE FOR 14 DAYS OR MORE SHOULD BE STABILIZED IMMEDIATELY BY COVERING WITH ADEQUATE AMOUNTS OF HAY, OVER-SEEDED AND PERIODICALLY WATERED BY SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER OR BY THE USE OF AN APPROPRIATE ALTERNATIVE BMP.
- A.4. ALL GRASS SLOPES CONSTRUCTED STEEPER THAN 4H-1V SHALL BE SODDED IMMEDIATELY AFTER FINAL GRADE IS ESTABLISHED.
- A.5. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE. A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.
- A.6. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.

B. PROTECTION OF SURFACE WATERS
- B.1. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES. SWALES SHALL BE CONSTRUCTED AS SHOWN ON PLANS.
- B.2. EROSIONS CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY.
  - B.2.1. NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION.
  - B.2.2. NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED IMMEDIATELY AS REQUIRED DURING THE VARIOUS STAGES OF CONSTRUCTION.
  - B.3.2. PERIMETER EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL FINAL SITE STABILIZATION HAS BEEN ESTABLISHED.
- B.4. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE, LUBRICANTS, OR OTHER CONTAMINANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS IMMEDIATELY AFTER ANY OCCURRENCE.

REFERENCES:

1. THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THIS PROJECT, CHOCTAW ENGINEERING, INC PROJECT NO. **2014-173-E**, AS PREPARED BY CHOCTAW ENGINEERING, INC., AND REFERENCED AND MADE A PART OF THIS PLAN.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE "NOTICE OF INTENT O USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FROM 62-621.300(4)(B) OR LATEST VERSION) TO FDEP VIA WEBSITE ELECTRONIC SUBMITTAL OR TO THE FOLLOWING ADDRESS:

   NPDES STORMWATER NOTICES CENTER, MS #3585
   FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   2600 BLAIR STONE ROAD
   TALLAHASSEE, FLORIDA 32399-2400

TREE PROTECTION:

CRITICAL ROOT AREAS FOR TREES SHOWN TO BE PRESERVED SHALL NOT BE DISTURBED. CONTRACTOR SHALL PAY CLOSE ATTENTION WHEN CLEARING AND/OR GRADING THE SITE TO ENSURE THAT WHEN EXISTING ROOTS ARE ENCOUNTERED THEY ARE CUT EVENLY WITH CLEAN SHARP PRUNING TOOLS. CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING THE DAMAGE OF THE EXISTING ROOT SYSTEMS.

STORMWATER MANAGEMENT

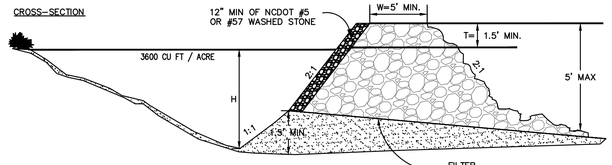
THE STORMWATER RUNOFF FROM THE PROJECT AREA WILL BE COLLECTED ON SITE PRIOR TO A CONTROLLED DISCHARGE TO THE WATER TABLE VIA 3 DRYWELL BASINS LOCATED ON-SITE.

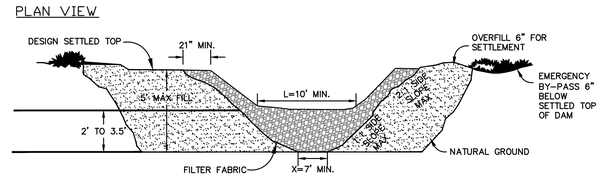
APPROVED STATE AND LOCAL PLANS OR PERMITS:

THE FOLLOWING PERMITS ARE REQUIRED FOR THE CONSTRUCTION OF THE STORMWATER FACILITIES FOR THIS PROJECT.

1. **CITY OF DESTIN DEVELOPMENT ORDER**
2. **NWFWMD ENVIRONMENTAL RESOURCE PERMIT**

TEMPORARY SEDIMENT TRAP DESIGN CRITERIA	
DRAINAGE AREA (ACRES)	< 5 AC.
MIN. LENGTH TO WIDTH RATIO	2:1
MIN. VOLUME REQUIRED	3600 (CU. FT. PER AC. DISTURBED)
SURFACE AREA REQUIRED	435 (SQ. FT. PER CFS Q10)





TEMPORARY SEDIMENT TRAP
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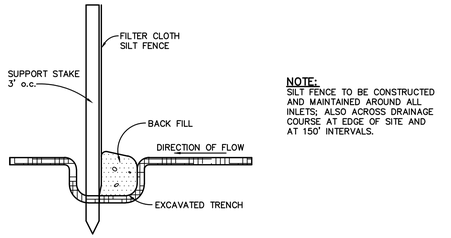
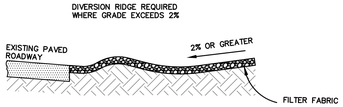


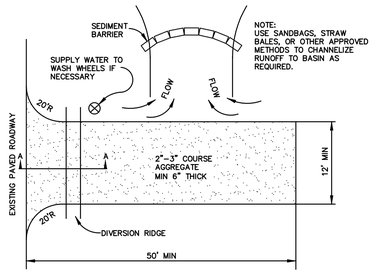
SILT FENCE DETAIL
N.T.S.

NOTE:
SILT FENCE TO BE CONSTRUCTED AND MAINTAINED AROUND ALL INLETS; ALSO ACROSS DRAINAGE COURSE AT EDGE OF SITE AND AT 150' INTERVALS.

EROSION NOTES:
1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. SILT FENCE BARRIER SHALL BE INSTALLED AS SHOWN ON PLANS, AND IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
3. STORMWATER DETENTION AREAS SHALL BE SODDED.
4. GRADES AT CURBS ARE AT FLOWLINE.



SECTION A-A
NTS

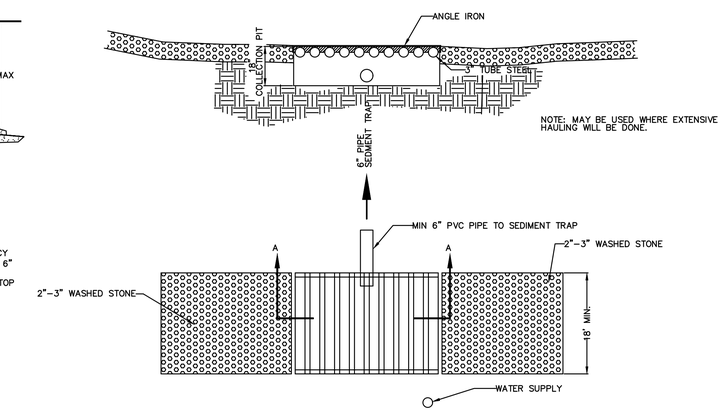


PLAN
NTS

TEMPORARY CONSTRUCTION ENTRANCE DETAIL

NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



CONSTRUCTION ENTRANCE TIRE WASH
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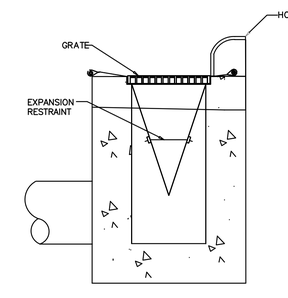


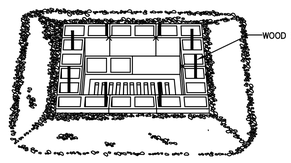
SECTION

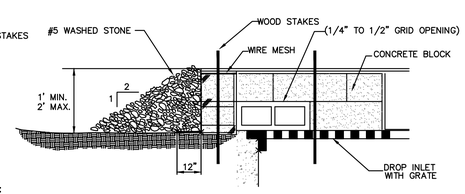
NOTES

1. INLET MAINTENANCE SHALL BE DOCUMENTED IN PROJECT LOG BOOK.
2. FILTER TYPES SHALL BE APPROVED BY THE INSPECTOR PRIOR TO INSTALLATION.
3. FILTER BAGS MAY BE REMOVED WHEN SITE IS STABILIZED AT THE DIRECTION OF THE ENGINEER.
4. FILTER BAGS SHALL BE REMOVED PRIOR TO STREET ACCEPTANCE.
5. FILTER BAGS SHALL BE CLEANED OR REPLACED ON A REGULAR BASIS (NOT BE MORE THAN HALF FULL AT ANY TIME).
6. FILTER BAGS SHALL NOT BE ALLOWED IN EXISTING TOWN OR NCDOT ROADS.

INSTALLATION

CATCH BASIN INLET PROTECTION
N.T.S.





SPECIFIC APPLICATION:

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.

BLOCK AND GRAVEL INLET PROTECTION
N.T.S.

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
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CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:
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15 SEPT 25 - REVISED PER FDOT COMMENTS

DRURY PLAZA HOTEL
DESTIN, FLORIDA

STORMWATER POLLUTION PREVENTION PLAN

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

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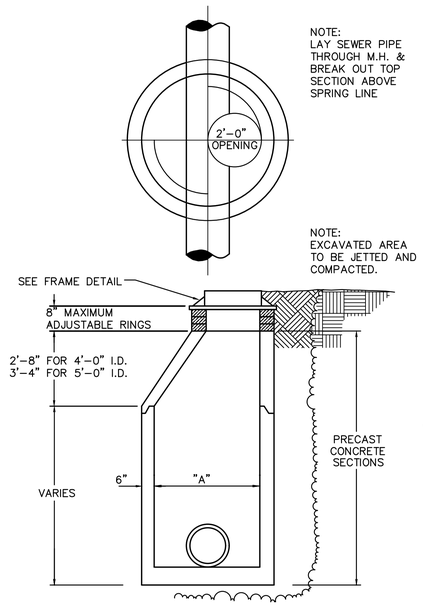
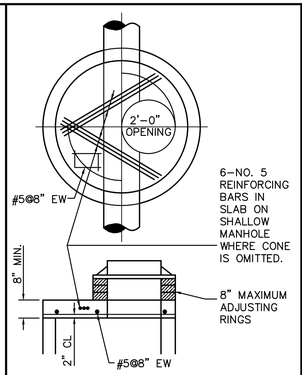
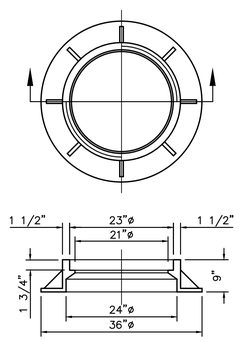


TYPICAL MANHOLE

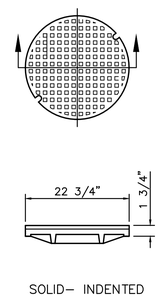


SLAB TOP FOR SHALLOW M.H.



APPROX. WEIGHT 390 LBS.

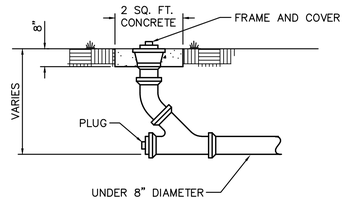
M.H. FRAME



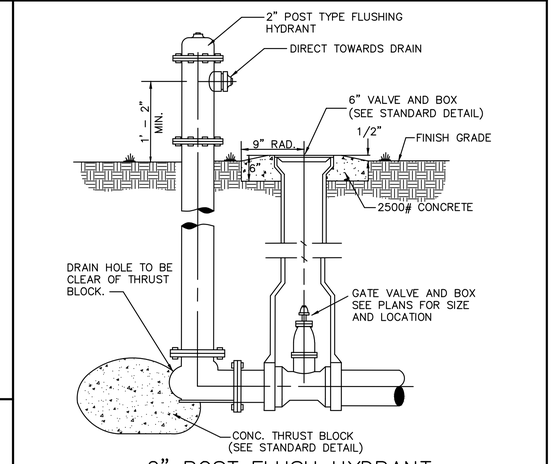
SOLID- INDENTED

APPROX. WEIGHT 150 LBS.

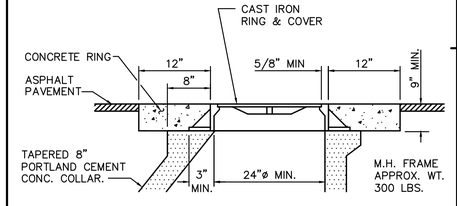
M.H. COVER



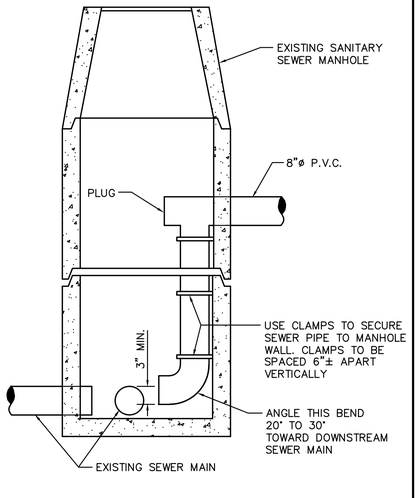
CLEAN OUT DETAIL



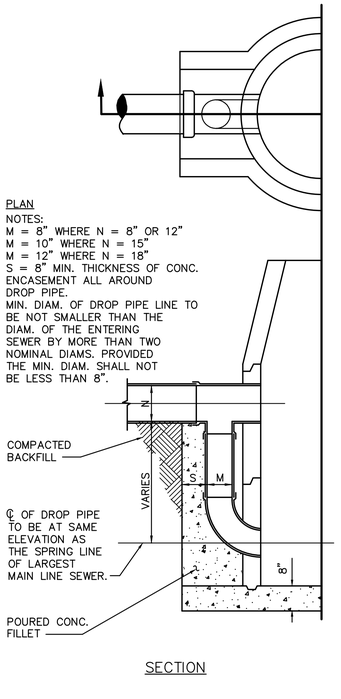
2" POST FLUSH HYDRANT



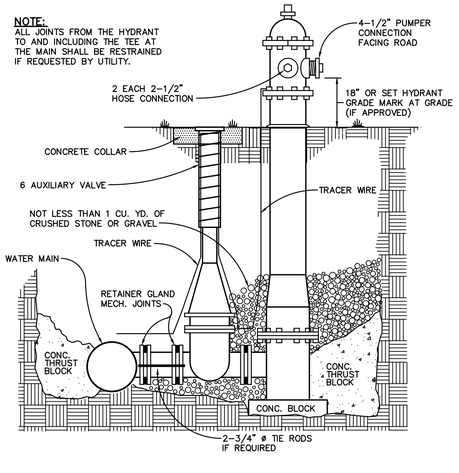
MANHOLE IN PAVED AREA



INSIDE DROP PIPE ASSEMBLY



OUTSIDE DROP PIPE ASSEMBLY

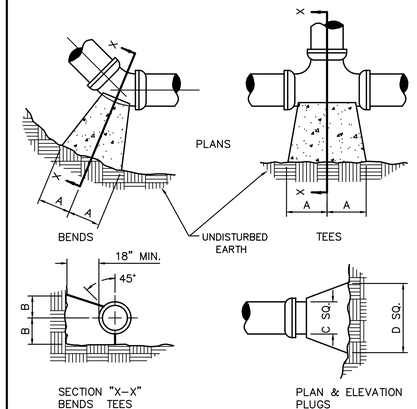


HYDRANT SETTING DETAIL

N.T.S.

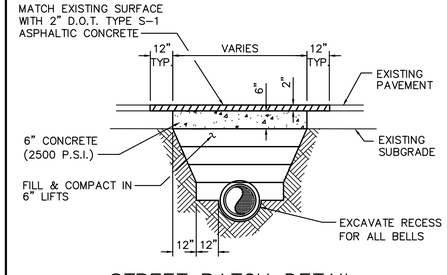
NOTES:

1. ALL JOINTS FROM THE HYDRANT TO AND INCLUDING THE TEE AT THE MAIN SHALL BE RESTRAINED, IF REQUIRED BY UTILITY.
2. ROTATE FIRE HYDRANT, 4-1/2" PUMPER CONNECTION TO FACE STREET.
3. ALL HYDRANTS SHALL HAVE A STANDARD PENTAGON 1-1/4" OPERATING NUT.
4. ALL HYDRANTS SHALL HAVE A TAMPER PROOF BONNET INSTALLED.
5. ALL HYDRANT SERVICES MUST BE TAPPED OFF DEDICATED FIRELINE (UNLESS APPROVED OTHERWISE BY DESTIN WATER USERS)
6. THREADED RODS SHALL NOT BE ALLOWED BETWEEN THE HYDRANT AND THE ISOLATION VALVE. THRUST BLOCKS SHALL BE UTILIZED INSTEAD.
7. FIRE HYDRANT TYPE SHALL BE MULLER/SUPER CENTURION, KENNEDY/MODEL #K-71A, OR AMERICAN DARLING/B71B.

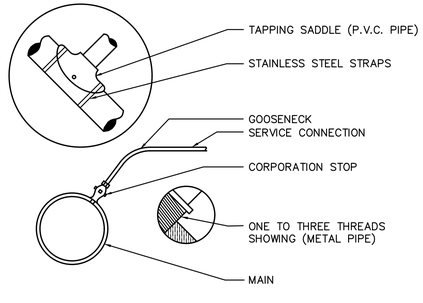


SIZE	45° BENDS		ELLS		TEES		PLUGS	
	A	B	A	B	A	B	C	D
4"	12"	8"	8"	8"	8"	8"	10"	10"
6"	16"	10"	12"	12"	9"	12"	12"	20"
8"	22"	13"	16"	16"	13"	16"	12"	29"
10"	26"	17"	20"	20"	16"	20"	14"	36"
12"	29"	21"	24"	24"	18"	24"	16"	41"

STANDARD THRUST BLOCK DETAILS



STREET PATCH DETAIL



SERVICE CONNECTION DETAIL

GENERAL WATER MAIN NOTES

1. THE CONTRACTOR SHALL OBTAIN BACTERIOLOGICAL EXAMINATIONS ON ALL NEW WATER MAIN AS REQUIRED BY ALL MUNICIPAL, COUNTY, AND STATE AGENCIES PRIOR TO PLACING A WATERLINE INTO SERVICE.
2. INSTALLATION OF WATER MAINS AND SERVICE SHALL COMPLY WITH ALL MUNICIPAL, COUNTY AND STATE REQUIREMENTS.
3. THE CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS AND REPORT ANY DISCREPANCIES (INCLUDING ING FIELD STAKE OUT) PRIOR TO COMMENCING WORK.
4. ALL PIPE SHALL BE P.V.C. UNLESS OTHERWISE NOTED OR REQUIRED. FITTINGS SHALL BE CAST IRON WITH RETAINER GLAND MECHANICAL JOINTS.
5. THRUST BLOCKS SHALL BE SIZED TO RESIST HYDRAULIC TEST PRESSURES AGAINST UNDISTURBED SOILS (150 P.S.I.)
6. CONTRACTOR SHALL PROVIDE 30" OF COVER OVER THE CROWN OF ALL MAINS IN THE RIGHT-OF-WAY; 24" OVER SERVICE CONNECTIONS IN THE RIGHT-OF-WAY; AND A MINIMUM OF 18" ON SERVICE CONNECTIONS OUTSIDE THE RIGHT-OF-WAY.
7. FIRE HYDRANTS SHALL BE INSTALLED ON OR NEAR PROPERTY CORNERS.
8. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO THE ENGINEER.
9. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

GENERAL SANITARY SEWER NOTES

1. CONCRETE STRENGTH SHALL BE 4,000 P.S.I. AT 28 DAYS.
2. PRECAST REINFORCED CONCRETE MANHOLE TOP, BASE, AND SECTIONS SHALL CONFORM TO ASTM SPECIFICATIONS C-478.
3. GROUT ALL RISER JOINTS AND ENTRY PIPES.
4. INVERT GROUTING SHALL BE UNIFORM AND SMOOTH-SLOPED TO CENTER LINE OF PIPE.
5. MINIMUM RADIUS 20".
6. USE COUPLINGS OR BELLS FOR ALL PIPES ENTERING OR EXITING M.H.
7. INSTALL 45° BEND AND EXTEND ALL SEWER SERVICE LATERALS 18" ABOVE GROUND.
8. ALL MANHOLES PLACED IN PAVED AREAS SHALL BE PROTECTED WITH 9"X1' WIDE CONCRETE RING.
9. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO THE ENGINEER.
10. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION.

CEI
CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-8059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:
5 SEPT 25 - REVISED PER CITY COMMENTS
15 SEPT 25 - REVISED PER FDOT COMMENTS

DRURY PLAZA HOTEL
DESTIN, FLORIDA

WATER AND SANITARY DETAILS

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014-173-A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173A-MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	15 of 18

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NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a Flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (W3T-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS

TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/21				102-602	1 of 2

MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS

MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/20				102-602	2 of 2

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic

PEDESTRIAN DETOUR

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20				102-660	1 of 2

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4', provide a 4' X 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (W3T-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic

PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)

PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)

PEDESTRIAN SPECIAL DETOUR

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/21				102-660	2 of 2

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FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-5059
EMAIL: cei@choctaweng.com
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Revisions:
5 SEPT 25 – REVISED PER CITY COMMENTS
15 SEPT 25 – REVISED PER FDOT COMMENTS

DRURY PLAZA HOTEL
DESTIN, FLORIDA

TRAFFIC CONTROL PLANS

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014-173-A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173A-MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	16 of 18

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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:

A. All street rights-of-way.
B. All areas where excavation or embankment are to take place.
C. 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.

SCOPE: Site clearing work includes, but is not limited to:

A. Removal of trees and other vegetation.
B. Topsoil stripping.
C. Clearing and grubbing.
D. Removing above grade improvements.
E. Removing below grade improvements.

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.

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.

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.

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.

REMOVAL OF IMPROVEMENTS:
Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

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.

SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE:

EXCAVATION, EMBANKMENT AND SUBGRADE: Shall be performed in accordance with Section 120 of the Florida D.O.T. Specifications. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined by 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.

SOIL CEMENT BASE: As a minimum the soil cement base course will conform generally to Section 270 of the Florida D.O.T. Specifications for Road and Bridge Construction. 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 the 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.

SAND-CLAY BASE COURSE: Shall comply with the requirements of Sections 240 and 912 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 912 shall be performed prior to placing the material on the roadbed. These tests include:

	Composition and gradation	Percent of material passing the 10-mesh sieve
1.	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
2.	Limerock Bearing Ratio Value(LBR)	Of at least 75
3.	Liquid Limit	Not greater than 25
4.	Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the sand-clay base course shall be placed in accordance with Section 240. 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 fraction thereof.
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.

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
1. Liquid Limit	Less than 35
2. Plastic Index	Non-Plastic
3. Gradation	97% passing 3.5 inch sieve
4. 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.

DESTIN WATER USERS SPECIFICATIONS

CONTINUED ON NEXT COLUMN

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:

1. Soundness Loss, Sodium, Sulfate: AASHTO T 104.
2. Percent Wear: AASHTO T 96 (Grading A).
3. Sieve Analysis.
4. 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.

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.

SPECIFICATION: ASPHALT CONCRETE PAVING

SCOPE: This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

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.

A. 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

B. 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. (457 mm) Drop.
D 1559	Marshall Stability Mix Design

SUBMITTALS:

A. Asphalt Design Mix:
1. Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.
2. Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

B. Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

C. Asphalt extraction tests.

D. Aggregate gradation tests.

E. Marshall stability tests.

JOB CONDITIONS:

A. 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.

MATERIALS:

A. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with section 917 of the Florida DOT Specifications.

B. Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with section 916 of the Florida DOT Specifications.

C. Course Aggregate: Comply with section 901 of the Florida DOT Specifications.

D. Fine Aggregate: Comply with section 902 of the Florida DOT Specifications.

E. 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 DOT Specifications.

F. Asphaltic Concrete Design Mixes:
1. Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida DOT Specifications.
2. Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida DOT Specifications.
3. Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida DOT Specifications.
4. Percent bitumen by weight of total weight mix: 5.0 - 8.5.
5. 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 analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.
6. 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 DOT Specifications and exhibit satisfactory record on previous installations.

BASE COURSE PREPARATION:

A. 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 perpared 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.

B. Remove loose material from compacted base material surface immediately before applying prime coat.

C. Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

CONTINUED ON NEXT COLUMN

D. Prime Coat:
1. Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
2. Apply bituminous prime coat in accordance with Section 300 of Florida DOT Specifications.
3. 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.
4. Cure and dry as long as necessary to attain penetration and evaporation of volatile.

E. Tack Coat:
1. Tack coat shall be applied in accordance with Section 300 of Florida DOT Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
2. Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or layer of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
3. Distribute at rate of 0.08 gal./sq. yd. of surface.
4. Allow to dry until at proper condition to receive paving.

PLACING ASPHALT MIX:

A. Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:
1. When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
2. When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
3. When ambient temperature is higher than 60 degrees F: 275 degrees F.

B. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

C. Paver Placing:
1. Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

D. Joints:
1. Construct joints between old and new pavements as detailed in the plans.
2. Joints between successive days' work shall be constructed to ensure continuous bond between adjoining work.
3. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
4. Clean contact surfaces and apply tack coat.

COMPACTION:

A. Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559).

B. Begin rolling when mixture will bear roller weight without excessive displacement.

C. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

D. Breakdown Rolling:
1. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
2. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.

E. Second Rolling:
1. Follow breakdown rolling as soon as possible, while mixture is hot.
2. Continue second rolling until mixture has been thoroughly compacted.

F. Finish Rolling:
1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
2. Continue rolling until roller marks are eliminated and course has attained maximum density.

G. Patching:
1. Remove and replace paving areas mixed with foreign materials and defective areas.
2. Cut out such areas and fill with fresh, hot asphalt concrete.
3. Compact by rolling to maximum surface density and smoothness.

H. Protection:
1. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

FIELD QUALITY CONTROL:

A. 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.

B. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

C. 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.

D. Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida DOT Specifications.

SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

SCOPE: This section includes sidewalks, curbs, and miscellaneous concrete pavement.

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.

CONTINUED ON NEXT COLUMN

A. 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

B. 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. (457 mm) Drop.
D 1751	Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

SUBMITTALS:

A. Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

MATERIALS:

A. Forms:
1. Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
2. Use flexible spring steel forms or laminated boards to form radius bends as required.

B. Form Release Agent:
1. Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

C. Welded Wire Mesh:
1. 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 DOT Specifications.

D. Reinforcing Bars:
1. 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 DOT Specifications.

E. Concrete Materials:
1. Comply with requirements of Sections 345 and 350 of the Florida DOT Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

F. Joint Fillers:
1. Resilient premolded bituminous impregnated fiberboard units complying with ASTM D1751. Joint fillers shall comply with Section 932 of the Florida DOT Specifications.

MIXING:

A. 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:
1. 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.
2. Slump Range: 3"-5".
3. Air Content: 3% to 6%.

PREPARATION:

A. Surface Preparation:
1. Remove loose material from compacted base material surface immediately before placing concrete.

B. Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D1557) 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.

CONCRETE INSTALLATION:

A. Form Construction:
1. Set forms to required grades and lines, rigidly braced 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.
2. Check completed formwork for grade and alignment to following tolerances:
   A. Top of forms not more than 1/8" in 10'-0".
   B. Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
3. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

B. Reinforcement:
1. Locate, place, and support reinforcement to ensure compliance with plans.

C. Concrete Placement:
1. Comply with requirements of Sections 345, 350, and 520 of Florida DOT Specifications for mixing and placing concrete.
2. 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.
3. 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.
4. 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.

D. Curbs and Gutters:
1. 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, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

CONTINUED ON NEXT SHEET

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-6611
FAX: 850-863-3059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

Revisions:
5 SEPT 25 - REVISED PER CITY COMMENTS
15 SEPT 25 - REVISED PER FDOT COMMENTS

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DRURY PLAZA HOTEL
DESTIN, FLORIDA

SPECIFICATIONS (1 OF 2)

Not valid unless bearing Engineer's embossed seal.

MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014-173-A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173A-MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	17 of 18

JOINT CONSTRUCTION:

A. 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.

1. Weakened–Plane (Contraction) Joints:

   A. Provide weakened–plane (contraction) joints, sectioning concrete into areas at 15'–0" o.c. maximum each way.

   B. Sidewalks shall have contraction joints at 5'–0" o.c.

   C. Construct weakened–plane joints for depth equal to at least 1/4 concrete thickness.

2. Tooled Joints:

   A. Form weakened–plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

B. Construction Joints:

1. Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

C. Expansion Joints:

1. Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

2. Locate expansion joints at 40'–0" o.c. maximum for each pavement lane or for curb.

3. Locate expansion joints at 50'–0" o.c. maximum for walkways.

D. Joint Fillers:

1. 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.

2. 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.

E. Joint Sealants:

1. Exterior pavement joint sealants shall be composed of a non–priming, pourable, self–leveling type polyurethane sealant, such as grey shep–calk, or approved equal suitable for use in pavements and sidewalks.

CONCRETE FINISHING:

A. After striking–off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

B. 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.

C. 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.

D. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing as follows:

1. Curbs, Gutters, and Walks:

   A. Broom finish by drawing fine–hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

2. Inclined Slab Surfaces:

   A. Provide coarse, nonslip finish by scoring surface with stiff–bristled broom perpendicular to line of traffic.

3. Paving:

   A. Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

E. 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.

F. Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" section 350–13.

CLEANING AND ADJUSTING:

A. Repair or replace broken or defective concrete as directed.

B. 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.

C. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

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.

MATERIAL CERTIFICATES:
Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

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 leaves with padlock.

ACCEPTABLE MANUFACTURERS: Cyclone Fence, Page Fence, and Hackney Corporation.

DESTIN WATER USERS SPECIFICATIONS

CONTINUED ON NEXT COLUMN

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 Specifications for Road and Bridge Construction" and "Florida Department of Transportation Roadway and Traffic Design Standards.

MATERIAL CERTIFICATES:
Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

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 streets 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 spray 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 direction.

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 worksite and well ahead of the worksite 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.

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.

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
Greater than 4" inches in diameter:	
Polyvinyl Chloride (PVC) 150 psi	AWWA C–900 (DR 18)
Ductile Iron (Class 50)	ANSI A21.51

Joints:
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.

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 least 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" hose bibb connection will be required for guage 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 by and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest.

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.

CONTINUED ON NEXT COLUMN

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 shall 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 SSPC–paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants.

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.

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;

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.

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.

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 pipe.

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 4,000 pounds per square 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 Specification ASTM C–94.

Pre–cast Reinforced Concrete Manhole Sections: Pre–cast reinforced concrete manhole sections shall conform to ASTM Specification 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 work "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.

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.

CONTINUED ON NEXT COLUMN

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 on these drawings.

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/Catch Basins:
Precast reinforced concrete Inlets/Catch Basins sections shall conform to ASTM Specification C–478. Construct Inlets/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 grout (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 sections 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.

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.

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 a perforated pipes as detailed in the plans.

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.

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.

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.

CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
PHONE: 850-862-4611
FAX: 850-863-4059
EMAIL: cei@choctaweng.com
CERTIFICATE OF AUTHORIZATION No. 1532

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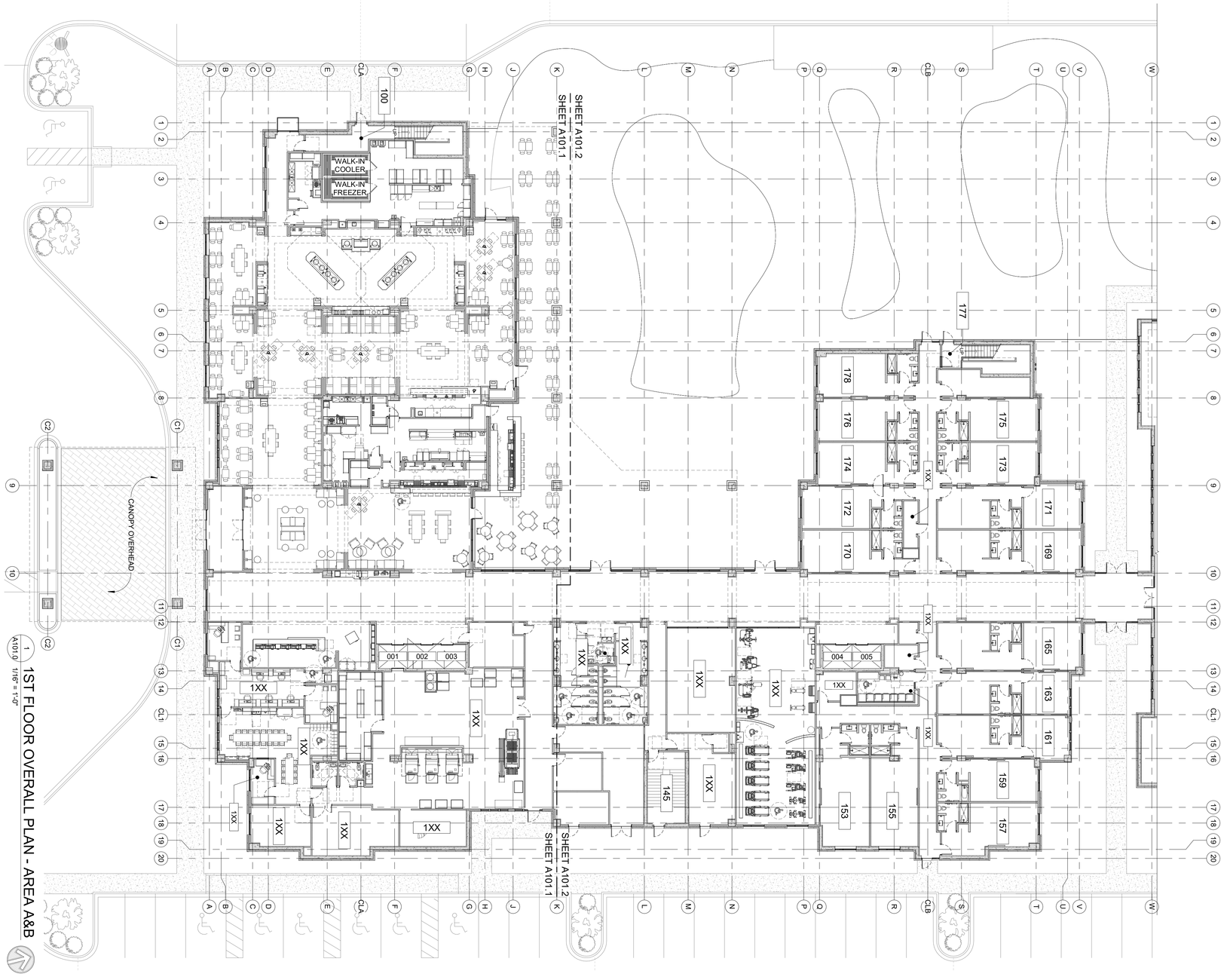
Revisions:
5 SEPT 25 – REVISED PER CITY COMMENTS
15 SEPT 25 – REVISED PER FDOT COMMENTS

DRURY PLAZA HOTEL
DESTIN, FLORIDA
SPECIFICATIONS (2 OF 2)
Not valid unless bearing Engineer's embossed seal.
MARK C. SINER, P.E.
FL. REG. NO. 48831

Job No.:	2014–173–A
Date:	24 JUNE 2025
Fld. Vol.:	N/A
Scale:	N/A
Disk No.:	14173–MISC
Designed:	MCS
Drawn:	MTM
Checked:	MCS
Sheet	18 of 18



1 A101.0 1/16" = 1'-0" 1ST FLOOR OVERALL PLAN - AREA A&B

SHEET NUMBER: A101.0
0213

SHEET TITLE: 1ST FLOOR OVERALL PLAN AREA A&B

DRAWN BY: LES
CHECKED BY: DRA

ORIGINAL ISSUE DATE: 05-30-2025
CURRENT ISSUE DATE:

DRURY PLAZA HOTEL

1001 HARBOR BOULEVARD
DESTIN, FLORIDA 32541

PRELIMINARY

DRURY SOUTHWEST, INC.

CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

ARCHITECT OF RECORD
DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS
PHONE (210) 490-4779
FAX (210) 490-8241

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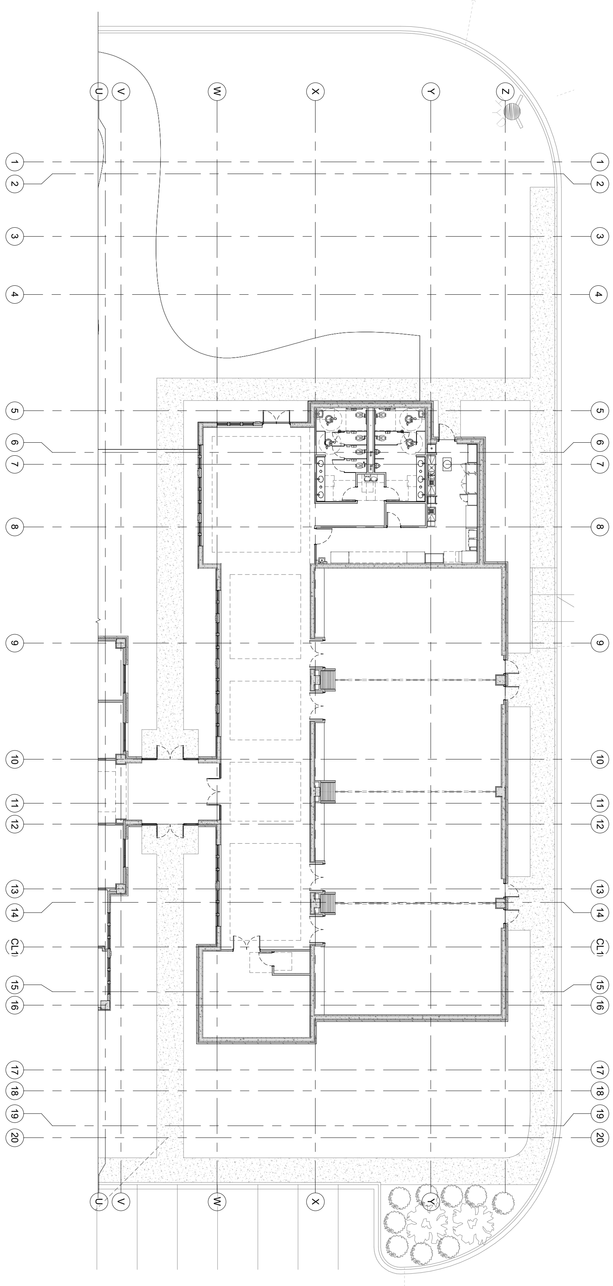

1 A101.1 1/16" = 1'-0"
1ST FLOOR OVERALL PLAN - AREA C

SHEET NUMBER: A101.1 0213

SHEET TITLE: 1ST FLOOR OVERALL PLAN AREA C

DRAWN BY: LES
CHECKED BY: DRA

ORIGINAL ISSUE DATE: 05-30-2025
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PRELIMINARY

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CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

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DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
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PHONE (210) 490-4779
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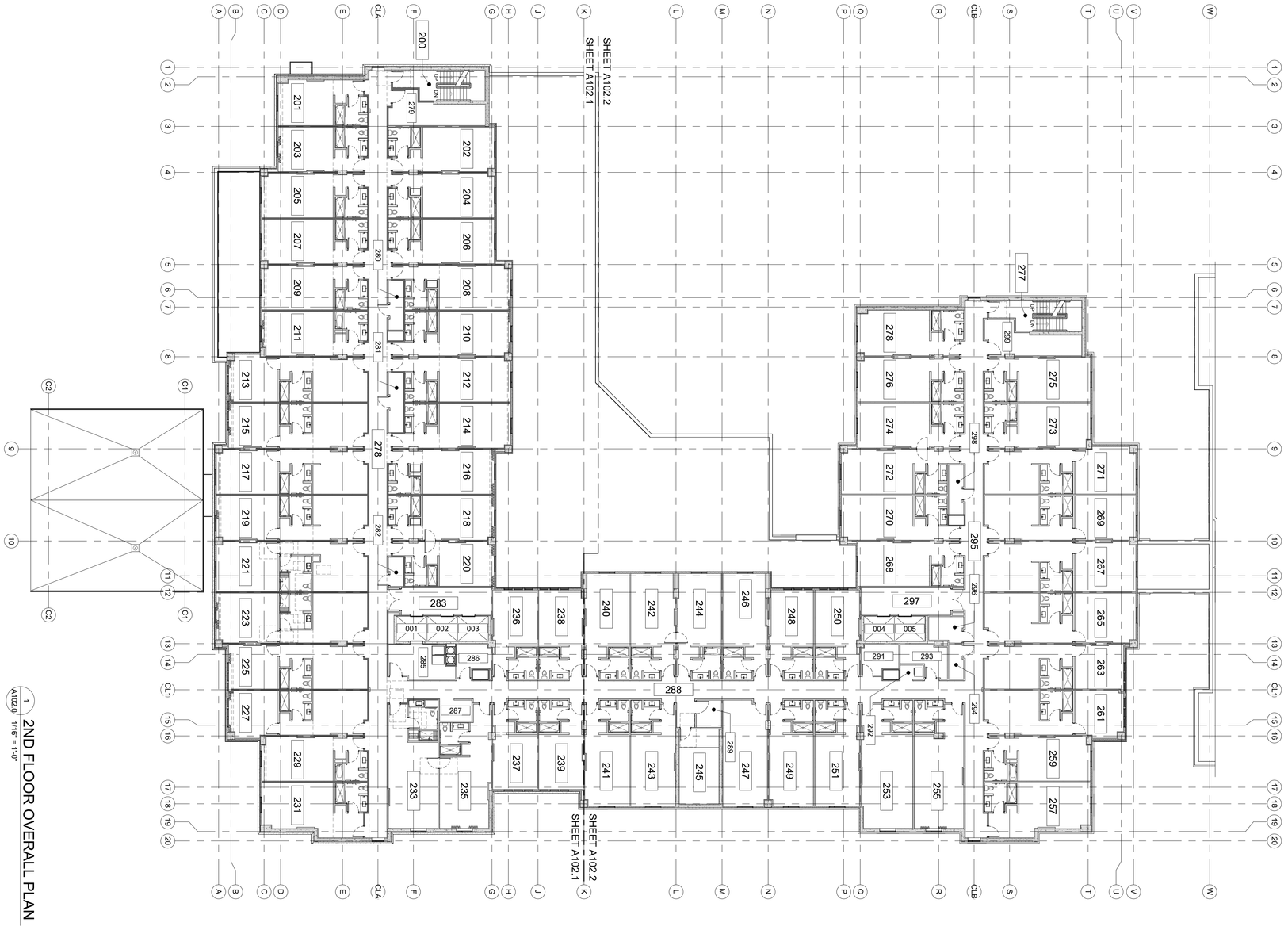

1 A102.0 1/16" = 1'-0"
2ND FLOOR OVERALL PLAN

SHEET NUMBER: A102.0
0213

SHEET TITLE: 2ND FLOOR OVERALL PLAN

DRAWN BY: LES
CHECKED BY: DRA

ORIGINAL ISSUE DATE: 05-30-2025
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PRELIMINARY

DRURY SOUTHWEST, INC.

CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

ARCHITECT OF RECORD
DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS
PHONE (210) 490-4779
FAX (210) 490-8241

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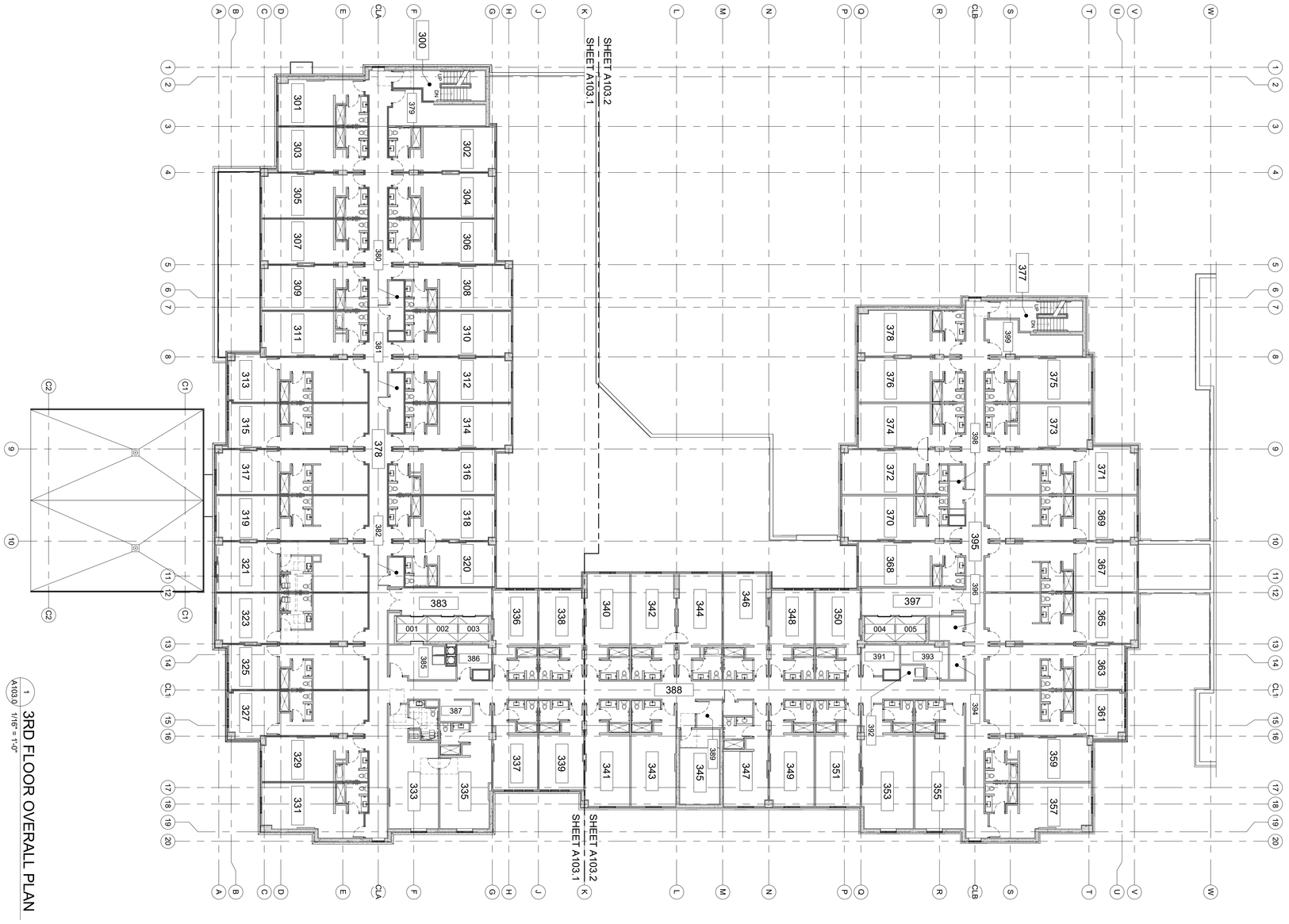

1 A103.0 1/16" = 1'-0"

3RD FLOOR OVERALL PLAN

SHEET NUMBER: A103.0
0213

SHEET TITLE: 3RD FLOOR OVERALL PLAN

DRAWN BY: LES
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ORIGINAL ISSUE DATE: 05-30-2025
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DRURY SOUTHWEST, INC.

CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

ARCHITECT OF RECORD
DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS
PHONE (210) 490-4779
FAX (210) 490-8241

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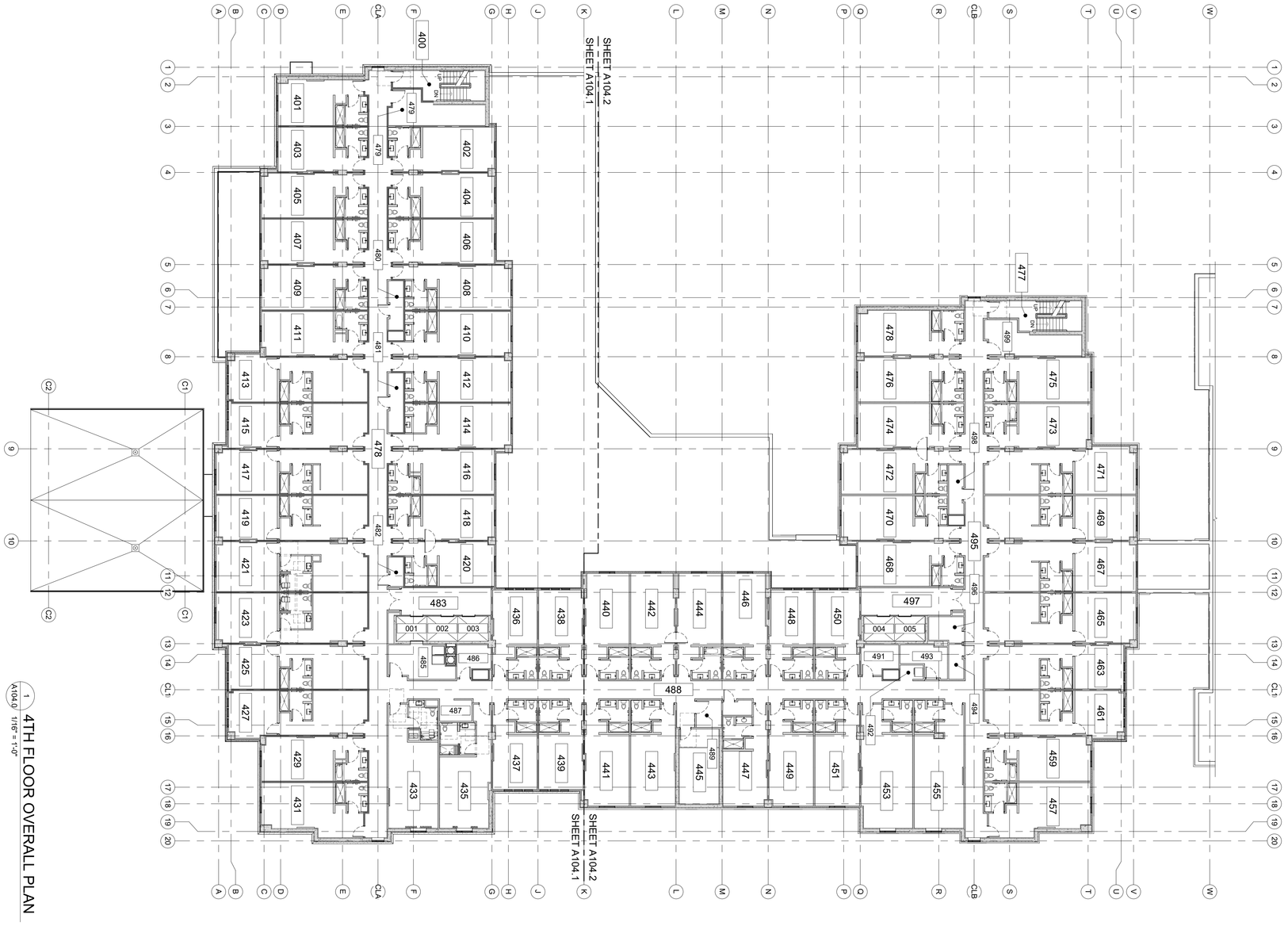

1 A104.0 1/16" = 1'-0"

4TH FLOOR OVERALL PLAN

SHEET NUMBER: A104.0 0213

SHEET TITLE: 4TH FLOOR OVERALL PLAN

DRAWN BY: LES
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PRELIMINARY

DRURY SOUTHWEST, INC.

CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

ARCHITECT OF RECORD
DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
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FAX (210) 490-8241

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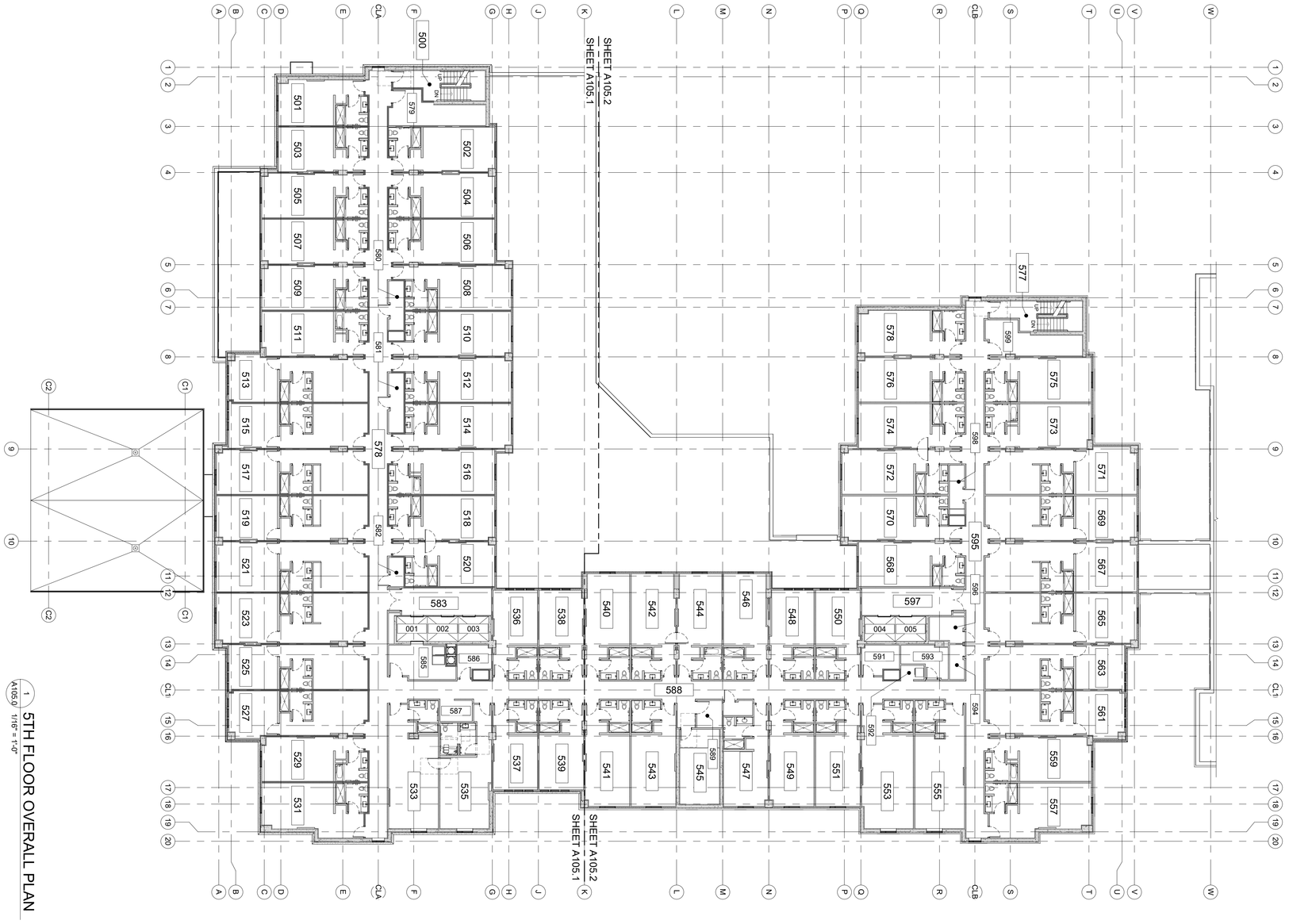

1 A105.0 1/16" = 1'-0"

5TH FLOOR OVERALL PLAN

SHEET NUMBER: A105.0 0213

SHEET TITLE: 5TH FLOOR OVERALL PLAN

DRAWN BY: LES
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ORIGINAL ISSUE DATE: 05-30-2025
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1001 HARBOR BOULEVARD
DESTIN, FLORIDA 32541

PRELIMINARY

DRURY SOUTHWEST, INC.

CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

ARCHITECT OF RECORD
DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS
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FAX (210) 490-8241

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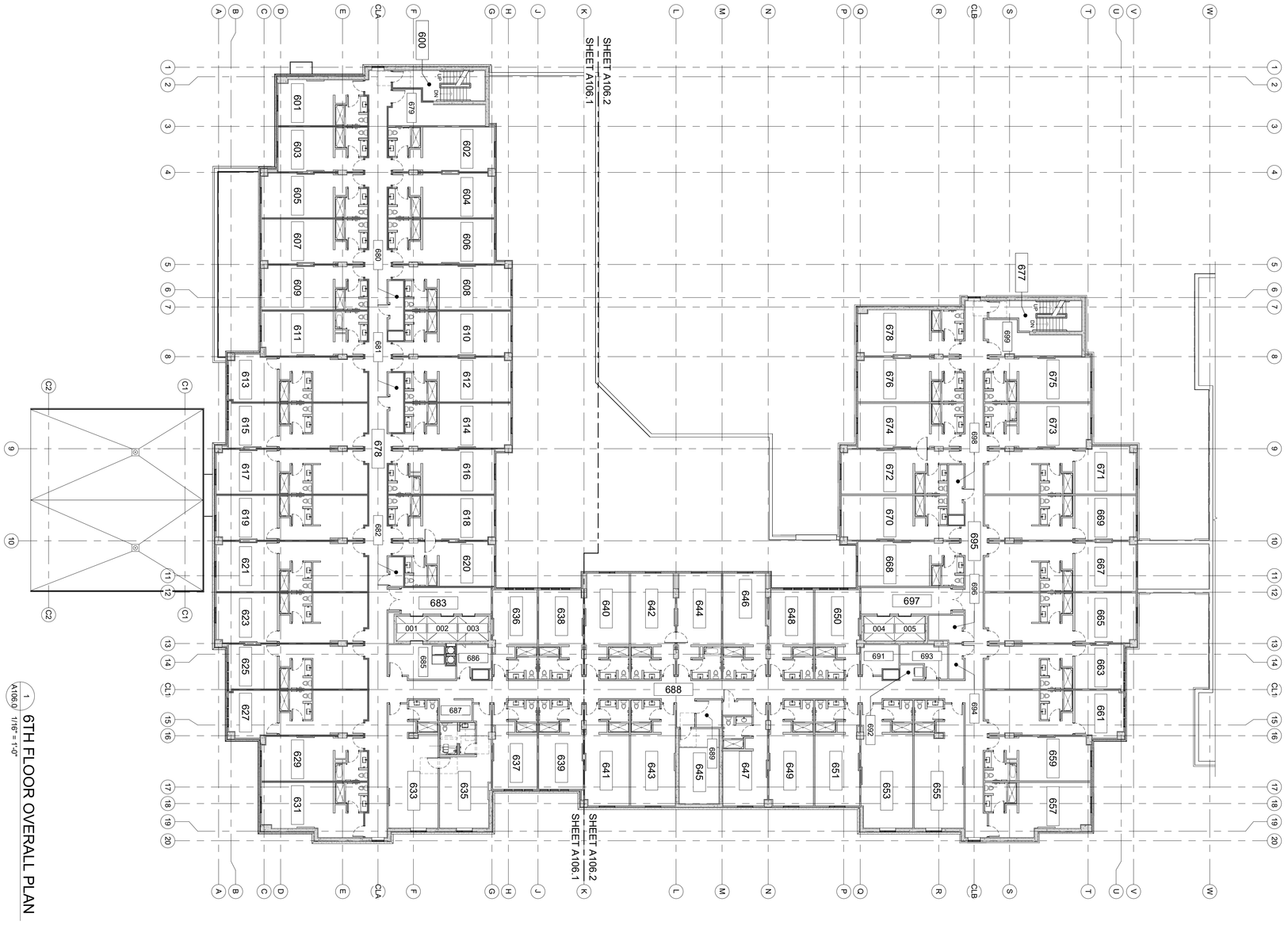

1 A106.0 1/16" = 1'-0"

6TH FLOOR OVERALL PLAN

SHEET NUMBER: A106.0 0213

SHEET TITLE: 6TH FLOOR OVERALL PLAN

DRAWN BY: LES
CHECKED BY: DRA

ORIGINAL ISSUE DATE: 05-30-2025
CURRENT REVISION DATE:

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1001 HARBOR BOULEVARD
DESTIN, FLORIDA 32541

PRELIMINARY

DRURY SOUTHWEST, INC.

CORPORATE OFFICE
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

ARCHITECT OF RECORD
DAVID R. ALBERSON, AIA
DRURY SOUTHWEST, INC.
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134

REGIONAL OFFICE
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS
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REVISIONS

R#	BY	DATE	REVISION



Not To Scale

* Average Grade of Site = 25.0'
Maximum Building Height = 100' (25' + 75')

W S

Drury Plaza Hotel - Destin Florida
South (Front) Elevation

Revised October 13, 2025
~~May 20, 2025~~



Conference Center Not Shown

Not To Scale

* Average Grade of Site = 25.0'
Maximum Building Height = 100' (25' + 75')

Drury Plaza Hotel - Destin Florida
North (Rear) Elevation

Revised October 13, 2025
~~May 20, 2025~~



Not To Scale

* Average Grade of Site = 25.0'
Maximum Building Height = 100' (25' + 75')

Drury Plaza Hotel - Destin Florida
East (Right) Elevation

Revised October 13, 2025
~~May 20, 2025~~

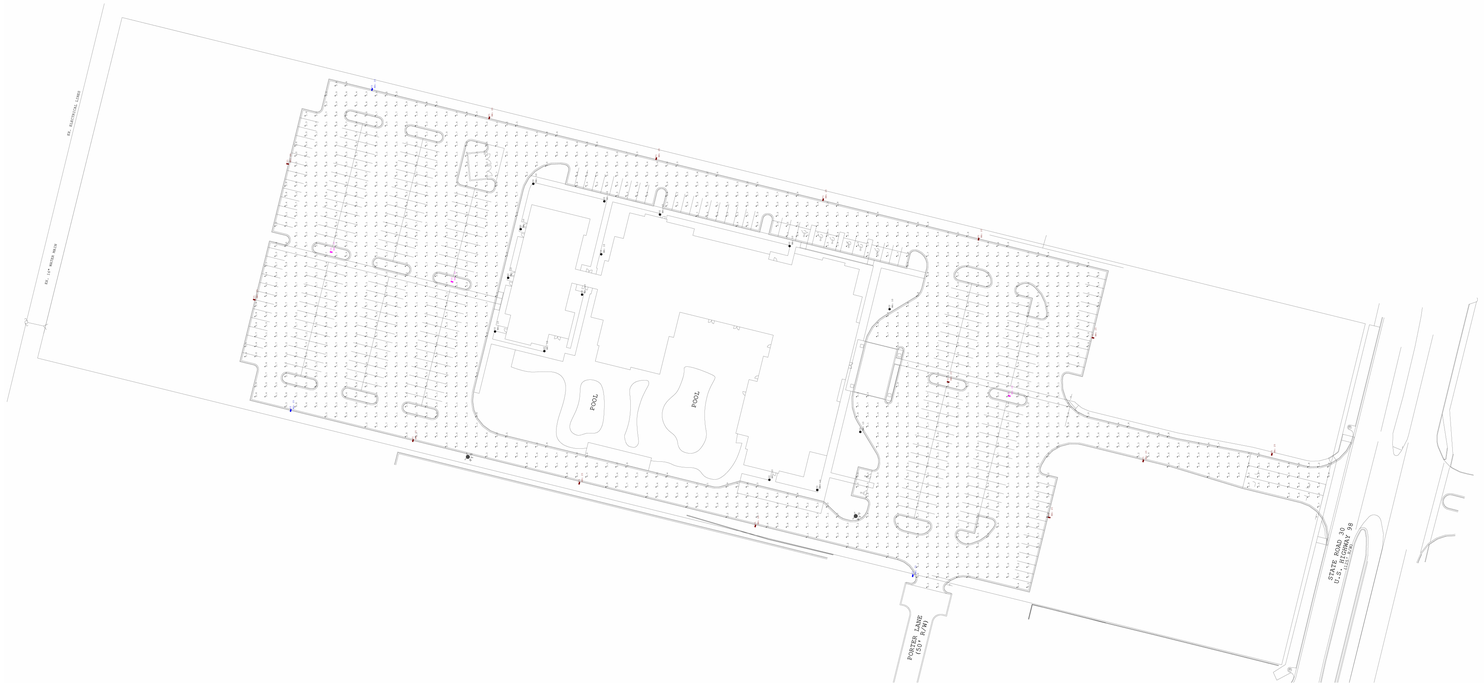


Not To Scale

* Average Grade of Site = 25.0'
Maximum Building Height = 100' (25' + 75')

Drury Plaza Hotel - Destin Florida
West (Left) Elevation

Revised October 13, 2025
~~May 20, 2025~~



1 E100.0 PHOTOMETRIC SITE PLAN
NOT TO SCALE

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens
	3	V4	Single	VP-ST-3-108L-365-4K7-5W	0.700	39793
	3	V3	Single	VP-ST-3-108L-365-4K7-4F-BC	0.700	36019
	14	V1	Single	VP-ST-3-108L-365-4K7-3-BC	0.700	33424
	14	V2	Single	UX164-G3-F-5-N7	0.700	11144

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min
Parking Lot	Illuminance	Fc	1.78	8.3	0.2	8.90

5/29/2025 9:57:47 AM

BEACON
design. perform. beyond. technology

VIPER Area/Site
VIPER LUMINAIRE

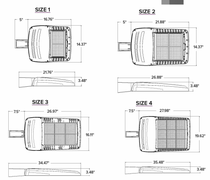
DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

FEATURES
- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, LightGRID+ and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

cULus IP65 DLC LISTED DLC LISTED PREMIUM BAA TAA

MICROSTRIKE | STRIKE optics





CONTROL TECHNOLOGY
NX CONNECT NX DIRECT NX WIRELESS LIGHTGRID®

SERVICE PROGRAMS
STOCK QS10

SPECIFICATIONS

CONSTRUCTION
- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS
- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION
- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater that 20ft, a vibration damper is recommended

ELECTRICAL
- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes future off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS
- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V Dimming Drivers are standard.
- NX Lighting Controls® available with in fixture wireless control module, features dimming and occupancy sensor
- LightGRID+ available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

EPA	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	Config.
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

CERTIFICATIONS
- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to http://www.designlights.org for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to https://www.currentlighting.com/resources/america-solutions).
- FCC CFR Title 47 Part 15, Class A

WARRANTY
- 5 year warranty

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HADCO by signify

Landscape
Post top
UX1 LED Post top



The Hadco LED post top UX1 luminaire offers a simple modern take on the traditional lantern, providing style and elegance to downtown areas, commercial developments, parks and residental communities.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Ordering guide
Example: UX1-48-G3-C-A-1-2-730-A-3-N-N-SP1

Series	LED count	Gen	Lens	Finish	Fastener	Optics	Color Temp	Voltage	Drive Current	Photo Control	Integral Control Options[2]	Surge Protect
UX1	**32**[1,3] 32 LEDs **48** 48 LEDs **64** 64 LEDs	**G3** Gen 3	**C** Clear Flat Glass **F** Frosted Flat Glass	**A** Black **B** White **G** Verde **H** Bronze **J** Green **I** Green	**1** Hex Head **2** Allen Head	**2** Type 2 **2H** Type 2 w/HSS **3** Type 3 **3H** Type 3 w/HSS **3W** Type 3 Wide **3WH** Type 3 Wide w/HSS **4** Type 4 **5** Type 5	**730** Warm 3000K **740** Neutral 4000K	**A** 120-277 **B**[2,3] 347-480	**3** 350mA **5** 530mA **7** 700mA **1**[1] 1050mA	**E** 120 VAC button eye **H** 208/240/277 VAC button eye **R** 3-Pin Twist Lock Receptacle **R7** 7-Pin Receptacle in cage **N** None	**Dynadimmer** **DA** 4 Hrs, 25% reduction **DB** 4 Hrs, 50% reduction **DC** 4 Hrs, 75% reduction **DD** 6 Hrs, 25% reduction **DE** 6 Hrs, 50% reduction **DF** 6 Hrs, 75% reduction **DG** 8 Hrs, 25% reduction **DH** 8 Hrs, 50% reduction **DJ** 8 Hrs, 75% reduction **DL** DALI **SRD**[2] Sensor ready driver, standard configuration **SRD**[2] Sensor ready driver, alternate configuration **N** None	**SP1** 10kV/10kA Surge Protector **SP2** 20kV/20kA Surge Protector

1. The 1050mA (1) current is only compatible for 32 LEDs (32) configurations.
2. Configurations with 347-480VAC (B) voltage are not compatible with optional dimming or optional programming.
3. Configurations with 32 LEDs (32) at 350mA (3) and 530mA (5) currents are not compatible with 347-480 VAC (B) voltage.

Revisions:

R#	By	Date	Revision Description

DRURY SOUTHWEST, INC.
ARCHITECT OF RECORD
DAVID R. LARSON AIA
DRURY SOUTHWEST, INC
101 SOUTH FARRAR DRIVE
CAPE GIRARDEAU, MISSOURI
PHONE (573) 335-3134
FAX (573) 335-5125

REGIONAL OFFICE
11331 CORKER LOOP EAST
SAN ANTONIO, TEXAS
PHONE (210) 496-4779
FAX (210) 496-4241

WILLIAM J. KINNEY, JR
LICENSE #68799
EXPIRES 02/28/27
PROFESSIONAL OF RECORD
PHONE: 314-821-1100

CASCO
12 SUNNEN DR SUITE 100
MAPLEWOOD, MO 63143
JOB# 2404603

WILLIAM J. KINNEY, JR. LICENSE No. 68799 STATE OF FLORIDA PROFESSIONAL ENGINEER
05/29/2025

DRURY PLAZA HOTEL
1001 HARBOR BOULEVARD
DESTIN, FLORIDA 32541

ORIGINAL ISSUE DATE: 06/02/2025
CURRENT ISSUE DATE: 06/02/2025

SHEET TITLE: PHOTOMETRIC SITE PLAN

DRAWN BY TAT
CHECKED BY KNP

SHEET NUMBER: E100.0
0207

PREPARED BY

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
(850) 862-6611

FOR

DRURY SOUTHWEST, INC.
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS 78216
(210) 338-7846

PARKING ANALYSIS

DRURY PLAZA HOTEL
DESTIN, FLORIDA

10 October 2025

PROJECT NO. 2014-173-E



Digitally signed
by Mark C Siner
Date: 2025.10.12
20:55:33 -05'00'

Mark C. Siner, P.E.
Florida Reg. No. 48831

GENERAL INFORMATION:

This analysis is to determine the parking demand for a proposed 320 room hotel with 4,012 square feet of meeting space located at 1001 Highway 98 East, Destin, Florida. Per section 6.04.01 of the City of Destin Land Development Code (LDC), parking facilities shall be provided for all development within the City in accordance with Table 8-6 of the LDC.

Per LDC section 8.06.10, the number of vehicle parking spaces provided on-site shall not exceed the maximums and shall not be less than 80 percent of the minimums indicated in Table 8-6 for properties within the Old Destin MMTD sub-area. Per LDC section 8.06.07, the total number of parking spaces may be reduced by conducting a mixed-use parking analysis as outlined in LDC section 8.06.12 where multiple uses or purposes exist on a parcel or lot.

PROJECT ANALYSIS:

The proposed project consists of a 320 room hotel with 4,012 square feet of meeting rooms. Per LDC Table 8-6, the following is the number of required spaces for each use:

Hotel: 1 space/room + 1 space/20 rooms = 320 + 16 = 336 spaces
Meeting Rooms: 1 space/45 SF = 4,012/45 = 90 spaces
Total required parking = 426 spaces

Per LDC section 8.06.10, the minimum required parking for the hotel is 269 spaces (336 x 0.80) and the minimum required parking for the meeting rooms is 72 spaces (90 x 0.80). Considering the relationship of the meetings rooms are provided as an amenity to attract guests to stay at the hotel, a significant percentage of the people utilizing the meetings rooms will also be staying in the rooms in the hotel. Assuming 15% of the people utilizing the meetings rooms are guests of the hotel, the minimum number of parking spaces required for the meetings rooms would be reduced to 62 spaces (72 x 0.85).

Thus the minimum number of spaces required for the project would be 331 spaces (269+62).

CONCLUSION

Based upon the information provided, the required parking for the subject project was estimated to be 331 spaces. Thus the 333 parking spaces proposed for the subject hotel project will meet the parking requirements as determined by this parking analysis.

PREPARED BY

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
FORT WALTON BEACH, FLORIDA 32547
(850) 862-6611

FOR

DRURY SOUTHWEST, INC.
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS 78216
(210) 338-7846

TRAFFIC IMPACT ANALYSIS

DRURY INN & SUITES
DESTIN, FLORIDA

24 JUNE 2025
2 September 2025
31 October 2025

PROJECT NO. 2014-173-E



Digitally signed
by Mark C Siner
Date: 2025.10.31
10:44:35 -05'00'

Mark C. Siner, P.E.
Florida Reg. No. 48831

GENERAL INFORMATION:

This analysis is to determine the traffic impact of the proposed Drury Inn & Suites on Highway 98 in the City of Destin. This project is located on US Highway 98, immediately west of the Big Kahunas, in un-sectionalized, Township 2 South, Range 22 West, Destin, Florida. The subject property is currently undeveloped. The proposed project will consist of a 6-story, 320 unit hotel.

PROJECT ANALYSIS:

Input measurements were performed using data from the 11th Edition Trip Generation Manual published by the Institute of Transportation Engineers. Data for the proposed land use is shown below:

Proposed (Addition)	*# of units*	*ITE Code*	*Total PM PK Trips*
Hotel	320 units	310	209

The directional distribution from the Trip Generation Manual is 51% entering **(107trips)** and 49% exiting **(102 trips)**.

IMPACTED ROADS:

US Hwy. 98 - (East Pass Bridge to Stahlman Ave):
A traffic increase of **56 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Stahlman Ave to Benning Dr):
A traffic increase of **58 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Benning Dr to Beach Dr):
A traffic increase of **58 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Beach Drive to Main Street):
A traffic increase of 58 **PM peak hour trips** will impact this segment.
US Hwy. 98 - (Main Street to Gulf Shore Drive):
A traffic increase of **64 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Gulf Shore Drive to Airport Road):
A traffic increase of **140 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Airport Road to Scenic Hwy. 98):
A traffic increase of **131 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Scenic Hwy. 98 to Henderson Bch. Blvd.):
A traffic increase of **121 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Henderson Bch. Blvd. to Triumph Dr.):
A traffic increase of **121 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Triumph Dr. to Matthew Blvd.):
A traffic increase of **117 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Matthew Blvd. to Danny Wuerffel Way):
A traffic increase of **113 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Danny Wuerffel Way to Crystal Beach Dr.):
A traffic increase of **30 PM peak hour trips** will impact this segment.

US Hwy. 98 - (Crystal Beach Dr. To Regatte Bay Blvd):
A traffic increase of **26 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Regatte Bay Blvd to Tequesta Dr.):
A traffic increase of **26 PM peak hour trips** will impact this segment.
US Hwy. 98 - (Tequesta Dr. to Walton Co. Line):
A traffic increase of **22 PM peak hour trips** will impact this segment.

Airport Road (U.S. Highway 98 to Commons Dr):
A traffic increase of **6 PM peak hour trips** will impact this segment.
Gulf Shore Dr (U.S. Highway 98 to Curve):
A traffic increase of **5 PM peak hour trips** will impact this segment.
Indian Bayou Trail (U.S. Highway 98 to Commons Dr):
A traffic increase of **9 PM peak hour trips** will impact this segment.
Main St (U.S. Highway 98 to 98 Palms Blvd):
A traffic increase of **6 PM peak hour trips** will impact this segment.
Matthew Blvd. (Scenic Hwy 98 to US Highway 98):
A traffic increase of **4 PM peak hour trips** will impact this segment.
Scenic Hwy 98 (US Highway 98 to Restaurant Row):
A traffic increase of **6 PM peak hour trips** will impact this segment.

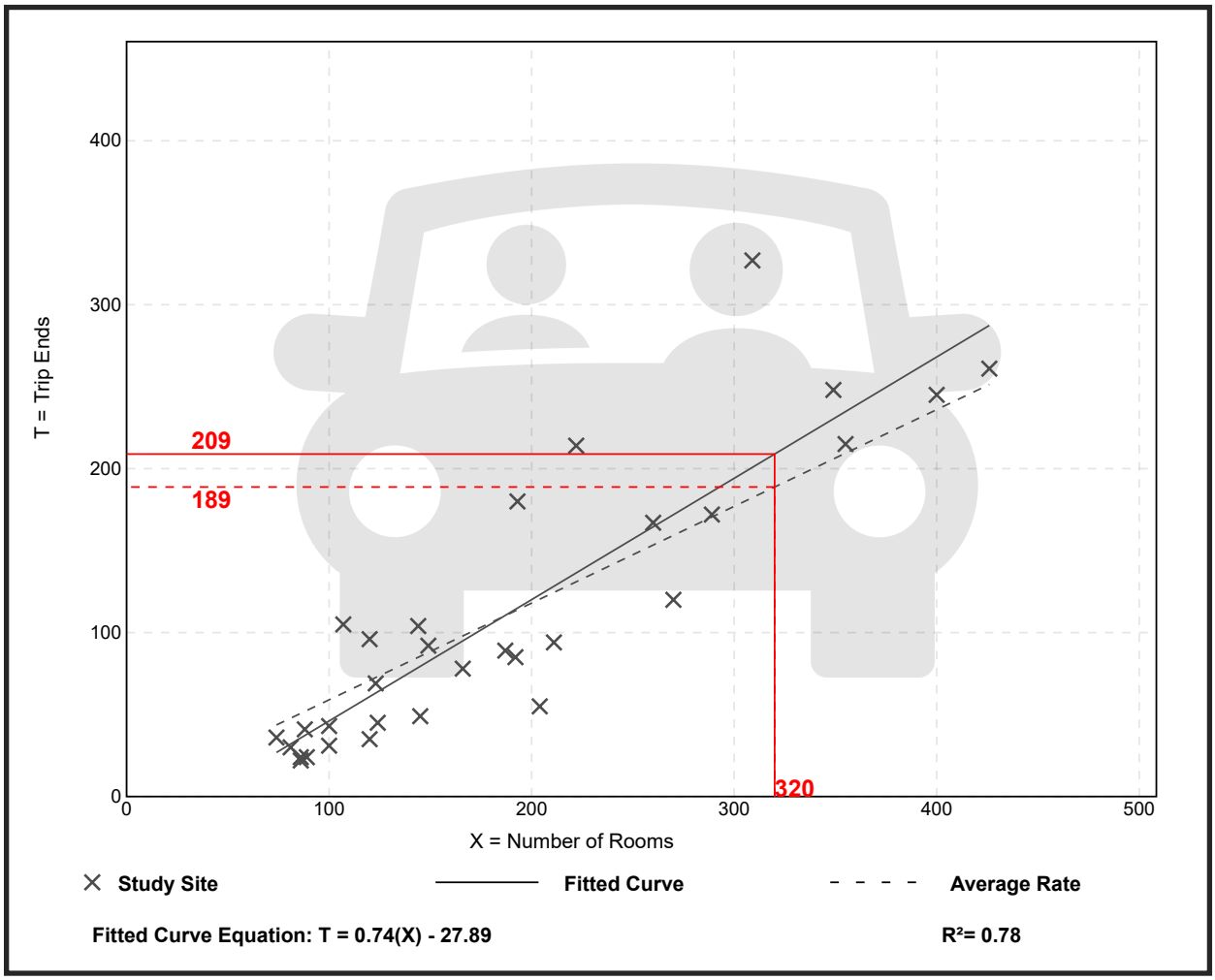
Hotel
(310)

Vehicle Trip Ends vs: **Rooms**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. Num. of Rooms: 186
Directional Distribution: 51% entering, 49% exiting

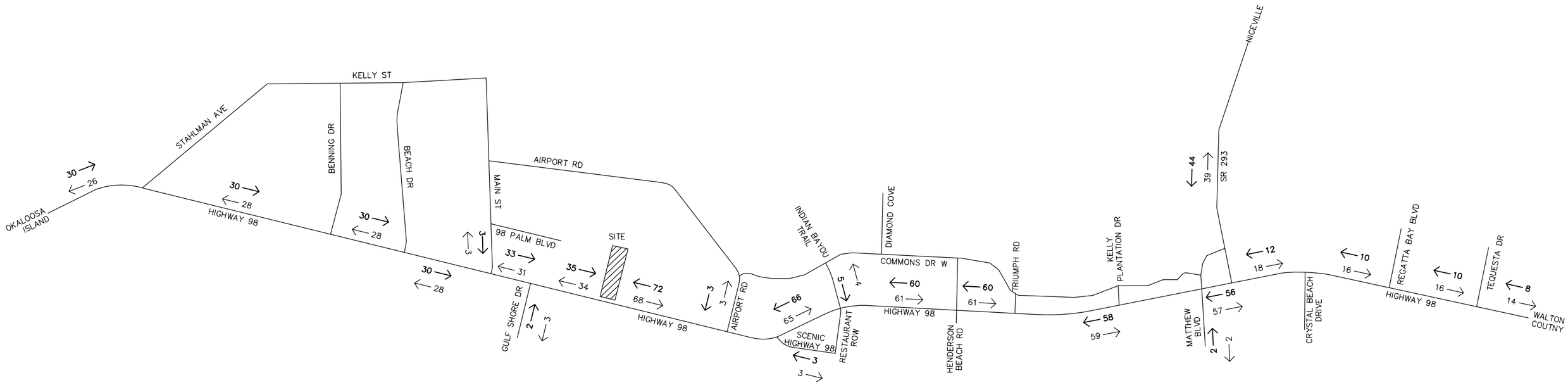
Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.59	0.26 - 1.06	0.22

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers


KELLY ST
STAHLMAN AVE
BENNING DR
BEACH DR
MAIN ST
AIRPORT RD
INDIAN BAYOU TRAIL
DIAMOND COVE
NICEVILLE
SR 293
OKALOOSA ISLAND
HIGHWAY 98
98 PALM BLVD
SITE
GULF SHORE DR
AIRPORT RD
SCENIC HIGHWAY 98
RESTAURANT ROW
COMMONS DR W
HENDERSON BEACH RD
TRIUMPH RD
KELLY PLANTATION DR
MATTHEW BLVD
CRYSTAL BEACH DRIVE
REGATTA BAY BLVD
TEQUESTA DR
WALTON COUTNY
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TRIP MAP
N.T.S.

PREPARED BY:

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVE.
FORT WALTON BEACH, FLORIDA 32547
(850) 862 - 6611

FOR:

DRURY SOUTHWEST, INC.
11331 COKER LOOP EAST
SAN ANTONIO, TEXAS 78216
(210) 338-7846

STORMWATER MAINTENANCE PLAN AND STORMWATER MANAGEMENT PLAN

DRURY INN & SUITES
DESTIN, FLORIDA

12 JUNE 2025

PROJECT NO. 2014-173-E



Digitally signed
by Mark C Siner
Date: 2025.06.26
16:18:20 -05'00'

Mark C. Siner, P.E.
Florida Registration No. 48831

STORMWATER MAINTENANCE PLAN

For

DRURY INN & SUITES
DESTIN, FLORIDA

Each Rainfall Event

1. **Pavement Areas** - Clean / sweep debris and dirt from pavement areas.
2. **Sediments in retention areas** - Remove immediately.
3. **Debris in retention areas** - All debris and foreign materials shall be removed immediately.
4. **Catch Basins & Inlets** - All debris and foreign materials shall be removed immediately.

Periodic Maintenance

1. Cleaning / sweeping of pavement areas shall be accomplished weekly or as required.
2. Mowing and landscape maintenance should be done on a monthly basis during the active growing season for this area. Inspect and maintain as required during non-growing seasons.
3. Weeds or undesirable growth shall be removed upon discovery.
4. Catch basins & Inlets shall be flushed as necessary.

City Inspection

1. City personnel should inspect the facilities on an annual basis.
2. Deficiencies found during these inspections shall be corrected within 30 days of notification from the city.

TYPE OF SYSTEM	INSPECTION REQUENCY
Dry Retention basins	Once every 3 Years
Exfiltration trenches	Once every 2 Years
Underground retention	Once every Year
Sand and Media Filters	Once every Year
Underdrain System	Once every 2 Years
Underground vault/chambers	Once every Year
Pump Systems	Twice every Year
Swales(treatment)	Once every 3 Years
Wet Detention systems	Once every 3 Years
Wet Detention systems with littoral zones	Once every 2 Years
Vegetated Natural Buffers	Once every 5 Years
Manufactured Devices	As manufacturer recommends in specifications, minimum once every year
Dam Systems	Once every Year
All Others	Once every Year

Table 1

STORMWATER MANAGEMENT PLAN

For

DRURY INN & SUITES
DESTIN, FLORIDA

Site Description - This 10.27 acre parcel is located in Township 2 South, Range 22 West at 1001 US 98, Destin, Florida 32541. The intent of this project is to construct 6-story, 320-unit hotel building on 7.1 acres of the site. The remaining 3.17 acres will remain for future development. Currently the site is vacant with no existing bodies of water or stormwater management facilities on site. The property slopes from north to south from elevation 38 feet to 15 feet.

Soil Percolation Rate Source – Soil borings were conducted at the site by Terracon on March 14, 2025. The vertical hydraulic conductivity was estimated to be 33.0 feet per day (3.6 minutes per inch). Groundwater was encountered in the soil borings between 6.8 to 14.5 feet below existing grade. Based the geotechnical report and the Okaloosa County Soil Survey, a permeability rate of 7.5 minutes per inch was used for design purposes. The groundwater elevation was assumed to be 10 feet below existing grade (elevation 15) for Basins A &B and 6 feet below existing grade (elevation 10) for Basins C.

Drainage Facility Design - The stormwater facilities will consist of three basin areas.

Basin A consists of the north 4.40 acres of the property including most of the hotel building, the pool area and the parking area north, east and west of the hotel building. The stormwater facility will consist of a drywell system under the parking lot. Stormwater runoff from the parking lot will sheet flow to catch basins and be directed into the drywell system via 12" perforated, corrugated pipes. The stormwater will flow from the perforated, corrugated pipes into the filter media which consist of FDOT size 57 stone with 40 percent voids. The dimensions of the drywell are approximately 1,950 feet long, 16.5 feet wide and 3.0 feet deep. The drywell system will have a total storage volume of **38,610 CF** which provides stormwater treatment for FDEP's ½" volume requirement **(7,993 CF)**, Okaloosa County's 1" volume requirement **(15,987 CF)** and all critical storm events up to and including a 25-year storm **(36,036 CF)**. The recovery time for the stormwater management facility is **1.80 hours.**

Basin B consists of the central 1.85 acres of property including a portion of the hotel and the parking area south of the hotel building. The stormwater facility will consist of a drywell system under the parking lot. Stormwater runoff from the parking lot will sheet flow to catch basins and be directed into the drywell system via 12" perforated, corrugated pipes. The stormwater will flow from the perforated, corrugated pipes into the filter media which consist of FDOT size 57 stone with 40 percent voids. The dimensions of the drywell are approximately 775 feet long, 16.5 feet wide and 3.0 feet deep. The drywell system will have a total storage volume of **15,345 CF** which provides stormwater treatment for FDEP's ½" volume requirement **(3,356 CF)**, Okaloosa County's 1" volume requirement **(6,713 CF)** and all critical storm events up to and including a 25-year storm **(14,834 CF)**. The recovery time for the stormwater management facility is **1.80 hours.**

Basin C consists of the southern 0.26 acres of the property including the access road from US Highway 98 to the parking lot. The stormwater facility will consist of a drywell system under the drive aisle. Stormwater runoff from the drive aisle will sheet flow to catch basins and be directed into the drywell system via 12" perforated, corrugated pipes. The stormwater will flow from the perforated, corrugated pipes into the filter media which consist of FDOT size 57 stone with 40 percent voids. The dimensions of the drywell are approximately 155 feet long, 20 feet wide and 2 feet deep. The drywell system will have a total storage volume of **2,480 CF** which provides stormwater treatment for FDEP's ½" volume requirement **(470 CF)**, Okaloosa County's 1" volume requirement **(939 CF)** and all critical storm events up to and including a 100-year storm **(2,480 CF)**. The recovery time for the stormwater management facility is **1.20 hours.**

The project shall be protected from soil erosion sedimentation. This will include, as a minimum, installing staked baled hay and silt fence barriers downhill from any earthwork activity prior to the start of construction. The project specifications require that all soil erosion sedimentation be controlled during construction and retained on site.
Impacts of the development on existing conditions:

a. Water quality will be enhanced by treatment.
b. Groundwater levels should not be affected.
c. There will be no flooding of the site.
d. Pervious areas will be grassed or otherwise landscape.
e. No effect on uplands drainage.

The system will require periodic maintenance for continued proper operation. This will include, as a minimum: (A) removal of silt and debris from surface infiltration areas and, (B) maintenance of vegetative cover in the infiltration areas.

Attachments:

1. Geotechnical Report
2. Retention Pond Storage Calculations

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm A.xls

NAME:	**DRURY HOTEL**	**JOB NO.:**	**2014-173-E**
LOCATION:	**DESTIN, FL**	**DATE:**	**12 JUN 2025**

BASIN INPUT SUMMARY

BASIN	**A**	
PROJECT AREA =	**191840**	
BASIN AREA =	**191840**	**SF**
BASIN ACREAGE =	4.40	AC
IMPERVIOUS AREA =	**174065**	**SF**
IMPERVIOUS ACREAGE =	4.00	AC
PERVIOUS AREA =	17775	SF
PERVIOUS ACREAGE =	0.41	AC
IMPERVIOUS C =	0.95	
PERVIOUS C =	0.30	
POST DEVELOPMENT C =	**0.89**	
INFILTRATION AREA =	**32175**	**SF**
MEASURED PERMEABILITY =	**3.60**	**MIN/IN**
DESIGN PERMEABILITY =	**7.50**	**MIN/IN**
VELOCITY =	0.000185	FT/SEC
PERCOLATION RATE =	**5.96**	**CFS**
PRE-DEVELOP DISCH RATE =	**12.16**	**CFS**
MAX DISCH ALLOWED =	**18.11**	**CFS**

DRAINAGE SUMMARY

BASIN VOLUME PROVIDED

38610 CF

VOLUME REQUIREMENTS

STORM	STAGE	VOLUME
100 YEAR	**24.7**	**47994 CF**
50 YEAR	24.3	42540 CF
25 YEAR	**23.8**	**36036 CF**
10 YEAR	23.3	29601 CF
5 YEAR	23.0	25740 CF
3 YEAR	23.2	28314 CF
2 YEAR	22.7	21879 CF

1/2" REQUIREMENT=	**7993 CF**
1" REQUIREMENT=	**15987 CF**
WATER TABLE=	**15.0** FT.
DET. POND BOTTOM=	**21.0** FT.

Volume provided is greater or equal to volume requirement.

PRE AND POST DEVELOPMENT C-FACTOR CALCULATIONS W/DISCHARGE RATES

C-FACTORS	PRE	POST
PERVIOUS	0.30	0.30
IMPERV.	0.95	0.95
GRAVEL	0.60	0.60
PONDS	1.00	1.00

PRE-DEVELOPMENT		POST DEVELOPMENT	
PERVIOUS/GRASS=	191840 SF	PERVIOUS/GRASS=	17775 SF
IMPERVIOUS=	0 SF	IMPERVIOUS=	174065 SF
GRAVEL=	0 SF	GRAVEL=	0 SF
PONDS=	0 SF	PONDS=	0 SF
C-FACTOR =	**0.30**	**C-FACTOR =**	**0.89**
PRE DISCH. RATE=	**12.16** CFS	POST DISCH. RATE=	**36.05** CFS

FDOT Allowable Disch. Rate = 3 Year, 10 Minute Rainfall (6.20") x PreDev C-Factor **8.19 CFS**

DRYWELL CALCULATIONS	
LENGTH (FT)	**1950.00**
WIDTH (FT)	**16.50**
AREA (SF)	**32175**
VOID RATIO	**0.40**
VOLUME PER 0.10'	**1287.00**

STAGE (FEET)	AREA (SQ. FT.)	STORAGE (CU. FT.)	PERC PLUS CONN DISCH (C.F.S.)	DT(HOURS) = DT(SEC) = DOT DISCH (C.F.S.)	0.1 360 2S/DT+0 (C.F.S.)	0.2 720 2S/DT+0 (C.F.S.)	0.5 1800 2S/DT+0 (C.F.S.)	1.0 3600 2S/DT+0 (C.F.S.)	4.0 14400 2S/DT+0 (C.F.S.)	8.0 28800 2S/DT+0 (C.F.S.)	24.0 86400 2S/DT+0 (C.F.S.)	DRYWELL VOID RATIO **0.3 Void Ratio** Volume In Pipe Less Drywell (C.F.)	**0.4 Void Ratio** Volume In Pipe Less Drywell Volume (C.F.)
21	32175	0	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0
21.1	32175	1287	5.96	0.000	13.108	9.533	7.388	6.673	6.137	6.048	5.988	0	0
21.2	32175	2574	5.96	0.000	20.258	13.108	8.818	7.388	6.316	6.137	6.018	0	0
21.3	32175	3861	5.96	0.000	27.408	16.683	10.248	8.103	6.495	6.226	6.048	0	0
21.4	32175	5148	5.96	0.000	34.558	20.258	11.678	8.818	6.673	6.316	6.078	0	0
21.5	32175	6435	5.96	0.000	41.708	23.833	13.108	9.533	6.852	6.405	6.107	0	0
21.6	32175	7722	5.96	0.000	48.858	27.408	14.538	10.248	7.031	6.495	6.137	0	0
21.7	32175	9009	5.96	0.000	56.008	30.983	15.968	10.963	7.210	6.584	6.167	0	0
21.8	32175	10296	5.96	0.000	63.158	34.558	17.398	11.678	7.388	6.673	6.197	0	0
21.9	32175	11583	5.96	0.000	70.308	38.133	18.828	12.393	7.567	6.763	6.226	0	0
22	32175	12870	5.96	0.000	77.458	41.708	20.258	13.108	7.746	6.852	6.256	0	0
22.1	32175	14157	5.96	0.000	84.608	45.283	21.688	13.823	7.925	6.941	6.286	0	0
22.2	32175	15444	5.96	0.000	91.758	48.858	23.118	14.538	8.103	7.031	6.316	0	0
22.3	32175	16731	5.96	0.000	98.908	52.433	24.548	15.253	8.282	7.120	6.346	0	0
22.4	32175	18018	5.96	0.000	106.058	56.008	25.978	15.968	8.461	7.210	6.375	0	0
22.5	32175	19305	5.96	0.000	113.208	59.583	27.408	16.683	8.640	7.299	6.405	0	0
22.6	32175	20592	5.96	0.000	120.358	63.158	28.838	17.398	8.818	7.388	6.435	0	0
22.7	32175	21879	5.96	0.000	127.508	66.733	30.268	18.113	8.997	7.478	6.465	0	0
22.8	32175	23166	5.96	0.000	134.658	70.308	31.698	18.828	9.176	7.567	6.495	0	0
22.9	32175	24453	5.96	0.000	141.808	73.883	33.128	19.543	9.355	7.656	6.524	0	0
23	32175	25740	5.96	0.000	148.958	77.458	34.558	20.258	9.533	7.746	6.554	0	0
23.1	32175	27027	5.96	0.000	156.108	81.033	35.988	20.973	9.712	7.835	6.584	0	0
23.2	32175	28314	5.96	0.000	163.258	84.608	37.418	21.688	9.891	7.925	6.614	0	0
23.3	32175	29601	5.96	0.000	170.408	88.183	38.848	22.403	10.070	8.014	6.644	0	0
23.4	32175	30888	5.96	0.000	177.558	91.758	40.278	23.118	10.248	8.103	6.673	0	0
23.5	32175	32175	5.96	0.000	184.708	95.333	41.708	23.833	10.427	8.193	6.703	0	0
23.6	32175	33462	5.96	0.000	191.858	98.908	43.138	24.548	10.606	8.282	6.733	0	0
23.7	32175	34749	5.96	0.000	199.008	102.483	44.568	25.263	10.785	8.371	6.763	0	0
23.8	32175	36036	5.96	0.000	206.158	106.058	45.998	25.978	10.963	8.461	6.793	0	0
23.9	32175	37323	5.96	0.000	213.308	109.633	47.428	26.693	11.142	8.550	6.822	0	0
24	32175	38610	5.96	0.000	220.458	113.208	48.858	27.408	11.321	8.640	6.852	0	0

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm A.xls

BASIN RECOVERY TIME

NAME: **DRURY HOTEL** **JOB NO.:** **2014-173-E**
LOCATION: **DESTIN, FL**

BASIN	A

BASIN AREA =	191840	SF
DEP 1/2" REQUIREMENT=	7993	CF
1" REQUIREMENT=	15987	CF
25 YEAR STORM VOL. REQUIREMENT=	36036	CF
100 YEAR STORM VOL. REQUIREMENT=	47994	CF
BASIN VOLUME=	**38610**	**CF**
INFILTRATION AREA=	32175	SF
MEASURED PERMEABILITY RATE=	3.60	MIN/IN
DESIGN PERMEABILITY RATE=	7.50	MIN/IN
INFILTRATION RELEASE RATE=	5.96	CFS
BASIN RECOVERY TIME=	**1.80**	***HOURS***
DEP ONE HALF INCH RECOVERY=	**0.37**	***HOURS***
ONE INCH RECOVERY=	**0.75**	***HOURS***
EST. SEASONAL HIGH WATER	**15.00**	**FT.**
DETENTION POND BOTTOM	**21.00**	**FT.**

THIS STORMWATER DISCHARGE FACILITY QUALIFIES FOR D.E.P. GENERAL PERMIT IN THAT THE FACILITY PROVIDES DETENTION OF THE FIRST ONE HALF INCH OF STORMWATER RUNOFF (D.E.P. 62-25.035.

SWALES MUST BE SODDED

D.E.P. REQUIRES CERTIFICATION BY A REGISTERED ENGINEER THAT THE FACILITIES WERE BUILT ACCORDING TO PLAN. CHOCTAW ENGINEERING, INC.REQUIRES 48 HOUR NOTICE PRIOR TO LANDSCAPING OF INFILTRATION AREAS TO MAKE APPROPRIATE INSPECTIONS

THIS SYSTEM WILL REQUIRE PERIODIC MAINTENANCE FOR CONTINUED PROPER OPERATION. THIS WILL INCLUDE, AS A MINIMUM: A) REMOVAL OF SILT AND DEBRIS FROM SURFACE INFILTRATION AREAS AND CATCH BASINS, AND B) MAINTENANCE OF VEGETATIVE COVER IN SURFACE INFILTRATION AREAS.

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm A.xls

CHOCTAW ENGINEERING, INC.

JOB NO.: **2014-173-E** **NAME:** **DRURY HOTEL**

DATE: **12 JUN 2025** **LOCATION:** **DESTIN, FL**

DRAINAGE CALCULATIONS

FREQUENCY = **25** **YEAR** **(ZONE 1)**

BASIN **A** **4.40 ACRES**

POST-DEVELOPMENT RATIONAL COEFFICIENT = **0.89**

STORM DURATION	ACCUM RAINF. (INCHES)	MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV PERC + CONN DISCH (CFS)	PRE-DEV DISCH (CFS)	CONN DISCH (CFS)
1 HOUR	3.68	23.70	34749	5.96	10.45	0.00
2 HOUR	4.76	23.80	36036	5.96	7.86	0.00
4 HOUR	6.00	22.90	24453	5.96	4.12	0.00
8 HOUR	7.52	22.80	23166	5.96	4.17	0.00
24 HOUR	10.80	21.70	9009	5.96	1.43	0.00
3 DAY	13.00	22.50	19305	5.96	0.86	0.00
7 DAY	15.00	21.30	3861	5.96	0.57	0.00
10 DAY	17.00	23.50	32175	5.96	0.79	0.00
CRITICAL EVENT =		**23.80**	**36036**	**5.96**		

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm B.xls

NAME:	DRURY HOTEL	**JOB NO.:**	2014-173-E
LOCATION:	DESTIN, FL	**DATE:**	12 JUNE 2025

BASIN INPUT SUMMARY

BASIN	B	
PROJECT AREA =	80550	
BASIN AREA =	80550	SF
BASIN ACREAGE =	1.85	AC
IMPERVIOUS AREA =	73385	SF
IMPERVIOUS ACREAGE =	1.68	AC
PERVIOUS AREA =	7165	SF
PERVIOUS ACREAGE =	0.16	AC
IMPERVIOUS C =	0.95	
PERVIOUS C =	0.30	
POST DEVELOPMENT C =	**0.89**	
INFILTRATION AREA =	12788	SF
MEASURED PERMEABILITY =	3.60	MIN/IN
DESIGN PERMEABILITY =	7.50	MIN/IN
VELOCITY =	0.000185	FT/SEC
PERCOLATION RATE =	**2.37**	CFS
PRE-DEVELOP DISCH RATE =	**5.10**	CFS
MAX DISCH ALLOWED =	**7.47**	CFS

DRAINAGE SUMMARY

BASIN VOLUME PROVIDED 15345 CF

VOLUME REQUIREMENTS

STORM	STAGE	VOLUME
100 YEAR	**21.4**	**20460 CF**
50 YEAR	21.2	17903 CF
25 YEAR	**20.9**	**14834 CF**
10 YEAR	20.5	12788 CF
5 YEAR	20.2	11253 CF
3 YEAR	20.0	10230 CF
2 YEAR	20.2	11253 CF

1/2" REQUIREMENT=	3356 CF
1" REQUIREMENT=	6713 CF
WATER TABLE=	15.0 FT.
DET. POND BOTTOM=	18.0 FT.

Volume provided is greater or equal to volume requirement.

PRE AND POST DEVELOPMENT C-FACTOR CALCULATIONS W/DISCHARGE RATES

C-FACTORS	PRE	POST
PERVIOUS	0.30	0.30
IMPERV.	0.95	0.95
GRAVEL	0.60	0.60
PONDS	1.00	1.00

PRE-DEVELOPMENT			POST DEVELOPMENT		
PERVIOUS/GRASS=	80550	SF	PERVIOUS/GRASS=	7165	SF
IMPERVIOUS=	0	SF	IMPERVIOUS=	73385	SF
GRAVEL=	0	SF	GRAVEL=	0	SF
PONDS=	0	SF	PONDS=	0	SF
C-FACTOR =	**0.30**		**C-FACTOR =**	**0.89**	
PRE DISCH. RATE=	**5.10**	CFS	POST DISCH. RATE=	**15.18**	CFS

FDOT Allowable Disch. Rate = 3 Year, 10 Minute Rainfall (6.20") x PreDev C-Factor **3.44 CFS**

DRYWELL CALCULATIONS	
LENGTH (FT)	**775.00**
WIDTH (FT)	**16.50**
AREA (SF)	**12788**
VOID RATIO	**0.40**
VOLUME PER 0.10'	**511.50**

STAGE (FEET)	AREA (SQ. FT.)	STORAGE (CU. FT.)	PERC PLUS CONN DISCH (C.F.S.)	DT(HOURS) = DT(SEC) = DOT DISCH (C.F.S.)	0.1 360 2S/DT+0 (C.F.S.)	0.2 720 2S/DT+0 (C.F.S.)	0.5 1800 2S/DT+0 (C.F.S.)	1.0 3600 2S/DT+0 (C.F.S.)	4.0 14400 2S/DT+0 (C.F.S.)	8.0 28800 2S/DT+0 (C.F.S.)	24.0 86400 2S/DT+0 (C.F.S.)	DRYWELL VOID RATIO **0.3 Void Ratio** Volume In Pipe Less Drywell (C.F.)	DRYWELL VOID RATIO **0.4 Void Ratio** Volume In Pipe Less Drywell Volume (C.F.)
18	12788	0	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0
18.1	12788	512	2.37	0.000	5.210	3.789	2.936	2.652	2.439	2.404	2.380	0	0
18.2	12788	1023	2.37	0.000	8.051	5.210	3.505	2.936	2.510	2.439	2.392	0	0
18.3	12788	1535	2.37	0.000	10.893	6.631	4.073	3.221	2.581	2.475	2.404	0	0
18.4	12788	2046	2.37	0.000	13.735	8.051	4.641	3.505	2.652	2.510	2.415	0	0
18.5	12788	2558	2.37	0.000	16.576	9.472	5.210	3.789	2.723	2.546	2.427	0	0
18.6	12788	3069	2.37	0.000	19.418	10.893	5.778	4.073	2.794	2.581	2.439	0	0
18.7	12788	3581	2.37	0.000	22.260	12.314	6.346	4.357	2.865	2.617	2.451	0	0
18.8	12788	4092	2.37	0.000	25.101	13.735	6.915	4.641	2.936	2.652	2.463	0	0
18.9	12788	4604	2.37	0.000	27.943	15.156	7.483	4.926	3.007	2.688	2.475	0	0
19	12788	5115	2.37	0.000	30.785	16.576	8.051	5.210	3.078	2.723	2.486	0	0
19.1	12788	5627	2.37	0.000	33.626	17.997	8.620	5.494	3.150	2.759	2.498	0	0
19.2	12788	6138	2.37	0.000	36.468	19.418	9.188	5.778	3.221	2.794	2.510	0	0
19.3	12788	6650	2.37	0.000	39.310	20.839	9.756	6.062	3.292	2.830	2.522	0	0
19.4	12788	7161	2.37	0.000	42.151	22.260	10.325	6.346	3.363	2.865	2.534	0	0
19.5	12788	7673	2.37	0.000	44.993	23.681	10.893	6.631	3.434	2.901	2.546	0	0
19.6	12788	8184	2.37	0.000	47.835	25.101	11.461	6.915	3.505	2.936	2.558	0	0
19.7	12788	8696	2.37	0.000	50.676	26.522	12.030	7.199	3.576	2.972	2.569	0	0
19.8	12788	9207	2.37	0.000	53.518	27.943	12.598	7.483	3.647	3.007	2.581	0	0
19.9	12788	9719	2.37	0.000	56.360	29.364	13.166	7.767	3.718	3.043	2.593	0	0
20	12788	10230	2.37	0.000	59.201	30.785	13.735	8.051	3.789	3.078	2.605	0	0
20.1	12788	10742	2.37	0.000	62.043	32.206	14.303	8.336	3.860	3.114	2.617	0	0
20.2	12788	11253	2.37	0.000	64.885	33.626	14.871	8.620	3.931	3.150	2.629	0	0
20.3	12788	11765	2.37	0.000	67.726	35.047	15.440	8.904	4.002	3.185	2.640	0	0
20.4	12788	12276	2.37	0.000	70.568	36.468	16.008	9.188	4.073	3.221	2.652	0	0
20.5	12788	12788	2.37	0.000	73.410	37.889	16.576	9.472	4.144	3.256	2.664	0	0
20.6	12788	13299	2.37	0.000	76.251	39.310	17.145	9.756	4.215	3.292	2.676	0	0
20.7	12788	13811	2.37	0.000	79.093	40.731	17.713	10.041	4.286	3.327	2.688	0	0
20.8	12788	14322	2.37	0.000	81.935	42.151	18.281	10.325	4.357	3.363	2.700	0	0
20.9	12788	14834	2.37	0.000	84.776	43.572	18.850	10.609	4.428	3.398	2.711	0	0
21	12788	15345	2.37	0.000	87.618	44.993	19.418	10.893	4.499	3.434	2.723	0	0

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm B.xls

BASIN RECOVERY TIME

NAME: **DRURY HOTEL** **JOB NO.:** **2014-173-E**
LOCATION: **DESTIN, FL**

BASIN	B	
BASIN AREA =	80550	SF
DEP 1/2" REQUIREMENT=	3356	CF
1" REQUIREMENT=	6713	CF
25 YEAR STORM VOL. REQUIREMENT=	14834	CF
100 YEAR STORM VOL. REQUIREMENT=	20460	CF
BASIN VOLUME=	**15345**	**CF**
INFILTRATION AREA=	12788	SF
MEASURED PERMEABILITY RATE=	3.60	MIN/IN
DESIGN PERMEABILITY RATE=	7.50	MIN/IN
INFILTRATION RELEASE RATE=	2.37	CFS
BASIN RECOVERY TIME=	**1.80**	***HOURS***
DEP ONE HALF INCH RECOVERY=	**0.39**	***HOURS***
ONE INCH RECOVERY=	**0.79**	***HOURS***
EST. SEASONAL HIGH WATER	**15.00**	**FT.**
DETENTION POND BOTTOM	**18.00**	**FT.**

THIS STORMWATER DISCHARGE FACILITY QUALIFIES FOR D.E.P. GENERAL PERMIT IN THAT THE FACILITY PROVIDES DETENTION OF THE FIRST ONE HALF INCH OF STORMWATER RUNOFF (D.E.P. 62-25.035.

SWALES MUST BE SODDED

D.E.P. REQUIRES CERTIFICATION BY A REGISTERED ENGINEER THAT THE FACILITIES WERE BUILT ACCORDING TO PLAN. CHOCTAW ENGINEERING, INC.REQUIRES 48 HOUR NOTICE PRIOR TO LANDSCAPING OF INFILTRATION AREAS TO MAKE APPROPRIATE INSPECTIONS

THIS SYSTEM WILL REQUIRE PERIODIC MAINTENANCE FOR CONTINUED PROPER OPERATION. THIS WILL INCLUDE, AS A MINIMUM: A) REMOVAL OF SILT AND DEBRIS FROM SURFACE INFILTRATION AREAS AND CATCH BASINS, AND B) MAINTENANCE OF VEGETATIVE COVER IN SURFACE INFILTRATION AREAS.

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm B.xls

CHOCTAW ENGINEERING, INC.

JOB NO.: 2014-173-E **NAME:** DRURY HOTEL
DATE: 12 JUNE 2025 **LOCATION:** DESTIN, FL

DRAINAGE CALCULATIONS

FREQUENCY = 25 **YEAR** **(ZONE 1)**

BASIN B **1.85 ACRES**
POST-DEVELOPMENT RATIONAL COEFFICIENT = **0.89**

STORM DURATION	ACCUM RAINF. (INCHES)	MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV PERC + CONN DISCH (CFS)	PRE-DEV DISCH (CFS)	CONN DISCH (CFS)
1 HOUR	3.68	20.90	14834	2.37	4.39	0.00
2 HOUR	4.76	20.70	13811	2.37	3.30	0.00
4 HOUR	6.00	20.20	11253	2.37	1.73	0.00
8 HOUR	7.52	20.20	11253	2.37	1.75	0.00
24 HOUR	10.80	18.80	4092	2.37	0.60	0.00
3 DAY	13.00	20.10	10742	2.37	0.36	0.00
7 DAY	15.00	19.00	5115	2.37	0.24	0.00
10 DAY	17.00	18.20	1023	2.37	0.33	0.00
CRITICAL EVENT =		**20.90**	**14834**	**2.37**		

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm C.xls

NAME:	**DRURY HOTEL**	**JOB NO.:**	**2014-173-E**
LOCATION:	**DESTIN, FL**	**DATE:**	**12 JUN 2025**

BASIN INPUT SUMMARY

BASIN	**C**	
PROJECT AREA =	**11270**	
BASIN AREA =	**11270**	**SF**
BASIN ACREAGE =	0.26	AC
IMPERVIOUS AREA =	**11270**	**SF**
IMPERVIOUS ACREAGE =	0.26	AC
PERVIOUS AREA =	0	SF
PERVIOUS ACREAGE =	0.00	AC
IMPERVIOUS C =	0.95	
PERVIOUS C =	0.30	
POST DEVELOPMENT C =	**0.95**	
INFILTRATION AREA =	**3100**	**SF**
MEASURED PERMEABILITY =	**3.60**	**MIN/IN**
DESIGN PERMEABILITY =	**7.50**	**MIN/IN**
VELOCITY =	0.000185	FT/SEC
PERCOLATION RATE =	**0.57**	**CFS**
PRE-DEVELOP DISCH RATE =	**0.71**	**CFS**
MAX DISCH ALLOWED =	**1.29**	**CFS**

DRAINAGE SUMMARY

BASIN VOLUME PROVIDED
2480 CF

VOLUME REQUIREMENTS

STORM	**STAGE**	**VOLUME**
100 YEAR	**14.0**	**2480 CF**
50 YEAR	13.9	2356 CF
25 YEAR	**13.8**	**2232 CF**
10 YEAR	13.3	1612 CF
5 YEAR	13.3	1612 CF
3 YEAR	12.8	992 CF
2 YEAR	12.6	744 CF
1/2" REQUIREMENT=		**470 CF**
1" REQUIREMENT=		**939 CF**
WATER TABLE=		**10.0 FT.**
DET. POND BOTTOM=		**12.0 FT.**

Volume provided is greater or equal to volume requirement.

PRE AND POST DEVELOPMENT C-FACTOR CALCULATIONS W/DISCHARGE RATES

C-FACTORS	**PRE**	**POST**
PERVIOUS	0.30	0.30
IMPERV.	0.95	0.95
GRAVEL	0.60	0.60
PONDS	1.00	1.00

PRE-DEVELOPMENT		**POST DEVELOPMENT**	
PERVIOUS/GRASS=	11270 SF	PERVIOUS/GRASS=	0 SF
IMPERVIOUS=	0 SF	IMPERVIOUS=	11270 SF
GRAVEL=	0 SF	GRAVEL=	0 SF
PONDS=	0 SF	PONDS=	0 SF
C-FACTOR =	**0.30**	**C-FACTOR =**	**0.95**
PRE DISCH. RATE=	**0.71** CFS	POST DISCH. RATE=	**2.26** CFS

FDOT Allowable Disch. Rate = 3 Year, 10 Minute Rainfall (6.20") x PreDev C-Factor **0.48 CFS**

DRYWELL CALCULATIONS	
LENGTH (FT)	**155.00**
WIDTH (FT)	**20.00**
AREA (SF)	**3100**
VOID RATIO	**0.40**
VOLUME PER 0.10'	**124.00**

STAGE (FEET)	AREA (SQ. FT.)	STORAGE (CU. FT.)	PERC PLUS CONN DISCH (C.F.S.)	DT(HOURS) = DT(SEC) = DOT DISCH (C.F.S.)	0.1 360 2S/DT+0 (C.F.S.)	0.2 720 2S/DT+0 (C.F.S.)	0.5 1800 2S/DT+0 (C.F.S.)	1.0 3600 2S/DT+0 (C.F.S.)	4.0 14400 2S/DT+0 (C.F.S.)	8.0 28800 2S/DT+0 (C.F.S.)	24.0 86400 2S/DT+0 (C.F.S.)	DRYWELL VOID RATIO **0.3 Void Ratio** Volume In Pipe Less Drywell (C.F.)	**0.4 Void Ratio** Volume In Pipe Less Drywell Volume (C.F.)
12	3100	0	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0
12.1	3100	124	0.57	0.000	1.263	0.919	0.712	0.643	0.591	0.583	0.577	0	0
12.2	3100	248	0.57	0.000	1.952	1.263	0.850	0.712	0.609	0.591	0.580	0	0
12.3	3100	372	0.57	0.000	2.641	1.607	0.987	0.781	0.626	0.600	0.583	0	0
12.4	3100	496	0.57	0.000	3.330	1.952	1.125	0.850	0.643	0.609	0.586	0	0
12.5	3100	620	0.57	0.000	4.019	2.296	1.263	0.919	0.660	0.617	0.588	0	0
12.6	3100	744	0.57	0.000	4.707	2.641	1.401	0.987	0.677	0.626	0.591	0	0
12.7	3100	868	0.57	0.000	5.396	2.985	1.539	1.056	0.695	0.634	0.594	0	0
12.8	3100	992	0.57	0.000	6.085	3.330	1.676	1.125	0.712	0.643	0.597	0	0
12.9	3100	1116	0.57	0.000	6.774	3.674	1.814	1.194	0.729	0.652	0.600	0	0
13	3100	1240	0.57	0.000	7.463	4.019	1.952	1.263	0.746	0.660	0.603	0	0
13.1	3100	1364	0.57	0.000	8.152	4.363	2.090	1.332	0.764	0.669	0.606	0	0
13.2	3100	1488	0.57	0.000	8.841	4.707	2.227	1.401	0.781	0.677	0.609	0	0
13.3	3100	1612	0.57	0.000	9.530	5.052	2.365	1.470	0.798	0.686	0.611	0	0
13.4	3100	1736	0.57	0.000	10.219	5.396	2.503	1.539	0.815	0.695	0.614	0	0
13.5	3100	1860	0.57	0.000	10.907	5.741	2.641	1.607	0.832	0.703	0.617	0	0
13.6	3100	1984	0.57	0.000	11.596	6.085	2.779	1.676	0.850	0.712	0.620	0	0
13.7	3100	2108	0.57	0.000	12.285	6.430	2.916	1.745	0.867	0.720	0.623	0	0
13.8	3100	2232	0.57	0.000	12.974	6.774	3.054	1.814	0.884	0.729	0.626	0	0
13.9	3100	2356	0.57	0.000	13.663	7.119	3.192	1.883	0.901	0.738	0.629	0	0
14	3100	2480	0.57	0.000	14.352	7.463	3.330	1.952	0.919	0.746	0.631	0	0

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm C.xls

BASIN RECOVERY TIME

NAME: **DRURY HOTEL** **JOB NO.:** **2014-173-E**
LOCATION: **DESTIN, FL**

BASIN	C
BASIN AREA =	11270 SF
DEP 1/2" REQUIREMENT=	470 CF
1" REQUIREMENT=	939 CF
25 YEAR STORM VOL. REQUIREMENT=	2232 CF
100 YEAR STORM VOL. REQUIREMENT=	2480 CF
BASIN VOLUME=	**2480 CF**
INFILTRATION AREA=	3100 SF
MEASURED PERMEABILITY RATE=	3.60 MIN/IN
DESIGN PERMEABILITY RATE=	7.50 MIN/IN
INFILTRATION RELEASE RATE=	0.57 CFS
BASIN RECOVERY TIME=	**1.20 *HOURS***
DEP ONE HALF INCH RECOVERY=	**0.23 *HOURS***
ONE INCH RECOVERY=	**0.45 *HOURS***
EST. SEASONAL HIGH WATER	**10.00 FT.**
DETENTION POND BOTTOM	**12.00 FT.**

THIS STORMWATER DISCHARGE FACILITY QUALIFIES FOR D.E.P. GENERAL PERMIT IN THAT THE FACILITY PROVIDES DETENTION OF THE FIRST ONE HALF INCH OF STORMWATER RUNOFF (D.E.P. 62-25.035.

SWALES MUST BE SODDED

D.E.P. REQUIRES CERTIFICATION BY A REGISTERED ENGINEER THAT THE FACILITIES WERE BUILT ACCORDING TO PLAN. CHOCTAW ENGINEERING, INC.REQUIRES 48 HOUR NOTICE PRIOR TO LANDSCAPING OF INFILTRATION AREAS TO MAKE APPROPRIATE INSPECTIONS

THIS SYSTEM WILL REQUIRE PERIODIC MAINTENANCE FOR CONTINUED PROPER OPERATION. THIS WILL INCLUDE, AS A MINIMUM: A) REMOVAL OF SILT AND DEBRIS FROM SURFACE INFILTRATION AREAS AND CATCH BASINS, AND B) MAINTENANCE OF VEGETATIVE COVER IN SURFACE INFILTRATION AREAS.

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm C.xls

CHOCTAW ENGINEERING, INC.

JOB NO.: 2014-173-E **NAME:** DRURY HOTEL
DATE: 12 JUN 2025 **LOCATION:** DESTIN, FL

DRAINAGE CALCULATIONS

FREQUENCY = 25 **YEAR** (ZONE 1)

BASIN C **0.26 ACRES**
POST-DEVELOPMENT RATIONAL COEFFICIENT = **0.95**

STORM DURATION	ACCUM RAINF. (INCHES)	MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV PERC + CONN DISCH (CFS)	PRE-DEV DISCH (CFS)	CONN DISCH (CFS)
1 HOUR	3.68	13.50	1860	0.57	0.61	0.00
2 HOUR	4.76	13.30	1612	0.57	0.46	0.00
4 HOUR	6.00	12.80	992	0.57	0.24	0.00
8 HOUR	7.52	13.50	1860	0.57	0.25	0.00
24 HOUR	10.80	12.50	620	0.57	0.08	0.00
3 DAY	13.00	12.50	620	0.57	0.05	0.00
7 DAY	15.00	12.30	372	0.57	0.03	0.00
10 DAY	17.00	13.80	2232	0.57	0.05	0.00
CRITICAL EVENT =		**13.80**	**2232**	**0.57**		

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm C.xls

CHOCTAW ENGINEERING, INC.

JOB NO.: 2014-173-E **NAME:** DRURY HOTEL
DATE: 12 JUN 2025 **LOCATION:** DESTIN, FL

DRAINAGE CALCULATIONS

FREQUENCY = 50 **YEAR** **(ZONE 1)**

BASIN C **0.26 ACRES**
POST-DEVELOPMENT RATIONAL COEFFICIENT = **0.95**

STORM DURATION	ACCUM RAINF. (INCHES)	MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV PERC + CONN DISCH (CFS)	PRE-DEV DISCH (CFS)	CONN DISCH (CFS)
1 HOUR	4.20	13.90	2356	0.57	0.70	0.00
2 HOUR	5.60	13.80	2232	0.57	0.54	0.00
4 HOUR	6.80	13.20	1488	0.57	0.27	0.00
8 HOUR	8.56	12.20	248	0.57	0.28	0.00
24 HOUR	12.48	12.60	744	0.57	0.10	0.00
3 DAY	14.50	12.90	1116	0.57	0.06	0.00
7 DAY	17.00	12.50	620	0.57	0.04	0.00
10 DAY	19.00	12.40	496	0.57	0.05	0.00
CRITICAL EVENT =		**13.90**	**2356**	**0.57**		

FDOT Allowable Disch. Rate = 3 Year, 10 Minute Rainfall (6.20") x PreDev C-Factor **0.48**

CHOCTAW ENGINEERING, INC.
SUWANNEE RIVER WATER MANAGEMENT DISTRICT METHOD
14173E Storm C.xls

CHOCTAW ENGINEERING, INC.

JOB NO.: **2014-173-E** **NAME:** **DRURY HOTEL**
DATE: **12 JUN 2025** **LOCATION:** **DESTIN, FL**

DRAINAGE CALCULATIONS

FREQUENCY = **100** YEAR **(ZONE 1)**

BASIN **C** **0.26 ACRES**
POST-DEVELOPMENT RATIONAL COEFFICIENT = **0.95**

STORM DURATION	ACCUM RAINF. (INCHES)	MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV PERC + CONN DISCH (CFS)	PRE-DEV DISCH (CFS)	CONN DISCH (CFS)
1 HOUR	4.60	14.00	2480	0.57	0.77	0.00
2 HOUR	6.00	14.00	2480	0.57	0.58	0.00
4 HOUR	7.52	13.60	1984	0.57	0.30	0.00
8 HOUR	9.44	12.70	868	0.57	0.31	0.00
24 HOUR	14.00	12.90	1116	0.57	0.11	0.00
3 DAY	16.00	13.40	1736	0.57	0.06	0.00
7 DAY	18.50	12.40	496	0.57	0.04	0.00
10 DAY	20.00	12.10	124	0.57	0.05	0.00
CRITICAL EVENT =		**14.00**	**2480**	**0.57**		

FDOT Allowable Disch. Rate = 3 Year, 10 Minute Rainfall (6.20") x PreDev C-Factor **0.48**

NAME	DRURY HOTEL
LOCATION	DESTIN, FL
PROJECT NO.	2014-173-E
DATE	12 JUN 2025

ZONE 1	
STORM EVENT=	25

ALLOWABLE SURCHAGE =	0	FT.

PIPE SIZING CALCULATIONS

STRUCT	STRUCT TYPE	REACH	Δ AREA acres	AREA acres	c comp	Δ TIME min	TIME min	*i* in/hr	Q = ACi cfs	PIPE SIZE in	HYD SLOPE ft/ft	MAN. n	Q PROVIDED cfs	L feet	VEL f/s	HYD PROF feet	RIM EL. feet	TOP OF PIPE feet	INV EL feet	PIPE SL %	MAX INV feet	T/P BEL HYD PROF	INV BEL MAX INV	HYD PROF BEL RIM
22	C	22 TO 20	0.34	0.34	0.90	10.0	10.0	8.00	2.4	12	0.0047	0.013	2.4	99	3.1	23.34	26.00	23.84	22.60	0.20	23.00	NO	O.K.	O.K.
20	C	20 TO 18	0.38	0.72	0.90	0.53	10.53	7.80	5.1	18	0.0023	0.013	5.1	104	2.9	22.88	26.00	24.14	22.40	0.20	22.50	NO	O.K.	O.K.
18	C	18 TO 16	0.33	1.05	0.90	0.61	11.14	7.80	7.4	18	0.0049	0.013	7.4	130	4.2	22.64	26.00	23.94	22.20	0.15	22.50	NO	O.K.	O.K.
16		OUTFALL STRUCTURE												333		22.00			22.00					
														PIPE LENGTH		STORAGE HEIGHT (LIMITS OF DETENTION)			OUTFALL INV:					

STRUCT	STRUCT TYPE	REACH	Δ AREA acres	AREA acres	c comp	Δ TIME min	TIME min	*i* in/hr	Q = ACi cfs	PIPE SIZE in	HYD SLOPE ft/ft	MAN. n	Q PROVIDED cfs	L feet	VEL f/s	HYD PROF feet	RIM EL. feet	TOP OF PIPE feet	INV EL feet	PIPE SL %	MAX INV feet	T/P BEL HYD PROF	INV BEL MAX INV	HYD PROF BEL RIM
21	C	21 TO 19	0.64	0.64	0.90	10.0	10.0	8.00	4.6	12	0.0166	0.013	4.6	79	5.9	24.41	26.00	23.84	22.60	0.26	23.00	O.K.	O.K.	O.K.
19	C	19 TO 17	0.37	1.01	0.90	0.22	10.22	8.00	7.3	18	0.0048	0.013	7.3	94	4.1	23.09	26.00	24.14	22.40	0.21	22.50	NO	O.K.	O.K.
17	C	17 TO 13	0.37	1.38	0.90	0.38	10.61	7.80	9.7	18	0.0085	0.013	9.7	76	5.5	22.64	26.00	23.94	22.20	0.26	22.50	NO	O.K.	O.K.
13		OUTFALL STRUCTURE												249		22.00			22.00					
														PIPE LENGTH		STORAGE HEIGHT (LIMITS OF DETENTION)			OUTFALL INV:					

CHOCTAW ENGINEERING, INC.
ENGINEERING · SURVEYING

City of Destin
Community Development Department
4200 Indian Bayou Trial
Destin, Florida 32541

10 October 2025

Re: Drury Plaza Hotel **CEI No. 2014-173-E**
Fee-In-Lieu Estimate

Choctaw Engineering, Inc is providing this letter to address the pedestrian amenities and street lighting required for the subject project as required by Section 8.09.03.A.6 of Destin's Land Development Code. The following is an estimate for a fee payment in lieu of installing the improvements:

Pedestrian Amenities
$1,750 Bench
$700 Trash Receptacle
$400 Labor
$2,850 Total

Street Lighting
$2250 x 4 = $9,000 Lights
$1500 x 4 = $6,000 Labor
$15,000 Total

Total Cost = $17,850
20% Continency = $23,570

Overall Cost = $21,420

If you have any questions or request further information contact us at (850) 862-6611.

Sincerely,

Choctaw Engineering, Inc.



Digitally signed
by Mark C Siner
Date: 2025.10.13
09:21:35 -05'00'

Mark C. Siner, P.E.
President
Florida Registration #48831

Community Development Department
Planning Division
4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | www.cityofdestin.com

REQUEST FOR DEVIATION/WAIVER

Roof Pitch Requirements (Policy 1-2.1.4)

Fully pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line, unless the City Manager or City Manager's designee determines that such ratios for pitch are unduly burdensome on the applicant for a particular project. If the City Manager or City Manager's designee determines that a ratio between 5:12 and 12:12 are unduly burdensome on the applicant for a particular project, the ratio may be waived pursuant to all applicable land development regulations, provided however, that such decision of the City Manager or City Manager's designee shall be consistent with the intent of the Comprehensive Plan and City Charter relating to maximum building heights. No waiver of roof pitch ratio requirements shall be utilized to circumvent or evade provisions for maximum building heights or any other requirement of the Comprehensive Plan.

Name: Drury Destin, LLC

Location Address: 1001 Highway 98, Destin, Florida

Parcel ID: 00-2S-22-0000-0013-014A

Mailing Address: 101 South Farrar Drive, Cape Girardeau, MO 63701

Cell phone: Other phone: (850) 862-6611

Email: msiner@choctaweng.com

REQUEST DETAILS

Please describe how the roof pitch ratios set forth in Comprehensive Plan Policy 1-2.1.4 are unduly burdensome for your specific project. You may not circumvent or evade provisions for maximum building heights.

See attached narrative.

APPROVED [X] DECLINED [ ] **(All appeals should be directed to the Board of Adjustment)**

David Prichard, Community Development Director

August 6, 2025
Date

cc: Daniel Butler, Principal Planner
Kimberly Kopp, City Attorney

This Request for Deviation/Waiver is requested to seek relief from the roof pitch requirements set forth in Comprehensive Plan Policy 1-2.1.4 for the proposed Drury Hotel located at 1001 Highway 98, Destin, Florida 32541. The Drury prototype hotel design includes a flat roof with a parapet wall, which is an integral part of the hotel's architectural style and overall design. Adhering to the Comprehensive Plan's prescribed roof pitch ratios would be unduly burdensome as to this project.

Explanation of the Request and Justification for Deviation/Waiver

Drury's prototypical design for its hotels includes a roof that does not meet the traditional pitch requirements stipulated in the Comprehensive Plan. This design has been carefully crafted to reflect modern architectural trends, maximize energy efficiency, and create a best in class roofing system. The current design provides significant benefits in terms of operational efficiency, sustainability, and visual appeal.

Adhering to the required roof pitch ratios as specified in the Comprehensive Plan would necessitate a redesign of the hotel potentially affecting other components of the building's exterior and interior design. Such a redesign would be very expensive and highly burdensome, as it would require Drury to substantially alter its carefully developed and market-tested prototypical hotel design, a design that has been the result of significant investment in both resources and expertise over an extended period, and is widely regarded for its functionality, aesthetics, and efficiency.

Demonstrating the Burden of the Roof Pitch Requirement

The roof pitch ratio specified in the Comprehensive Plan presents a unique and undue burden on this project, as it necessitates a significant departure from Drury's established hotel design. To comply with the roof pitch requirement, Drury would have to substantially alter the roof structure, increasing construction costs and affecting the building's operational efficiency, energy consumption, and aesthetic quality.

The requested waiver of this roof pitch requirement would not negatively impact the character or quality of the proposed hotel. The Drury Hotel will still comply with all other relevant zoning regulations, including the maximum building height provisions, and will maintain the integrity of the surrounding area. Moreover, the hotel's design will continue to reflect high-quality, modern architecture that complements the city's aesthetic goals.

Conclusion

We respectfully request that the City grant this waiver of the roof pitch requirement as such requirement would impose an undue financial burden and significantly change the prototypical design of the proposed Drury Hotel. We believe that this deviation will not undermine the purpose of the Comprehensive Plan and is consistent with past precedents set for similar hotel developments in the city.



W E S

Drury Plaza Hotel - Destin Florida
South (Front) Elevation

May 20, 2025

Community Development Department

Office of the Director

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

December 1, 2025 **Development Order No. 25-24**

Final Development Order:

THE DRURY PLAZA HOTEL
MAJOR DEVELOPMENT ORDER
(DEV-001643-2025)

Based upon the City's approval and issuance of this Development Order on December 1, 2025, this document will serve as your Final Development Order and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Choctaw Engineering, Inc., on behalf of Drury Destin, LLC, is requesting approval of a Major Development Order application for a 320-unit hotel with approximately 4,000 square feet of conference center space. The proposed development is to be located at 1001 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-014A). The existing site is 10.27 acres.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the Civil Plans (Exhibit A), Architectural Plans (Exhibit B), Landscape Plan (Exhibit C), Lighting Plan (Exhibit D), Destin Water Users, Inc. (DWU) approval letter (Exhibit E), Okaloosa Gas District review (Exhibit F), and Destin Fire Control District approval letter (Exhibit G) dated approved December 1, 2025.

2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

Specific Conditions

1. Property is in White Sand Zone 2. Only white sand, sandy soil which is indigenous to Zone 2, or other sandy soil which is as light or lighter than the undisturbed indigenous soil on site may be used as a fill material during construction. ***Prior to bringing any fill material on site, a sample of the proposed fill material and a sample of the indigenous sand / soil on the property must be approved by the planning division.***

Per LDC Section 11.07.06, at such time as reconstruction, redevelopment or use of site where materials and/or soils previously were used which are not indigenous to Zone 2 and are not used for landscaping or horticultural activity are disturbed, the nonconforming materials/soils shall be immediately removed from the site using safeguards to prevent discoloring the natural sand at the site and adjacent properties.

2. This project will include an external public sidewalk on project parcel. Per ***LDC Section 8.05.03.A***, if any portion of a public sidewalk is located on private property, then a public sidewalk easement shall be required prior to the issuance of any certificate of completion or occupancy.

3. The location of property pins shall be staked at the beginning of all projects involving site or building improvements that affect structure footprint, impervious surface, or any other improvement that modifies the site. The stakes shall be maintained on site throughout the entire project timeline up to issuance of the Certificate of Occupancy or Completion.

4. Per Okaloosa County Airports, all contractors that will require a crane will need to file notice with the Federal Aviation Administration's (FAA) Obstruction Evaluation Group (OEG) and obtain an Aeronautical Study Number (ASN). Additionally, a separate notice will need to be filed due to the height of the permanent structure. File Notice by submitting FAA Form 7460-1 at https://oeaaa.faa.gov/oeaaa/external/portal.jspb. The general contractor can obtain the ASN for the entirety of the project and all subcontractors can fall under their ASN.

5. Permits for all building and ground signs shown in the site plan must be applied for. Signs shown on site plan and elevations are not considered approved by this order. Separate permits will be required at the time of the building permit submittal.

6. Per Waste Management, the power pack needed to operate the compactor will need to be on the back wall near the entry door of the trash enclosure to allow for adequate room within the enclosure.

7. Per Okaloosa Gas, after reviewing the plans regarding the project, Okaloosa Gas District will "Locate and Protect" its facilities in the area of construction. Please see notes for "Expose and Protect" when there is planned work within 15' of a High-Pressure Gas facility. "Expose & Protect" locations are where High-Priority Subsurface Installations, as described in the Underground Facility Damage Prevention and Safety Act, Chapter 556 of the Florida Statues, may be located. Also, at the above mentioned "Expose & Protect" locations, Okaloosa Gas is requesting a Representative to be on site during construction activities. Please call Sunshine 811 (72 hours) prior to construction to have underground utilities located. Okaloosa Gas has provided marked up Civil Plans with this comment (Exhibit F). Please note, the provided gas main information (Exhibit F) is for reference and the locations should be considered approximate for planning purposes only.

8. Per Florida Power and Light (FPL), the developer will need to reach out to the FPL Area Engineer for the electrical service needs of this project. The engineer can be reached at 850-833-4826.

9. This development shall comply with all conditions provided in the Destin Water Users' approval letter (Exhibit E).

10. This development shall comply with all conditions provided in the Destin Fire Control District's approval letter (Exhibit G).

11. Any infrastructure damaged during construction, repair the right-of-way to original or better condition per ***LDC Section 8.01.00.A***.

12. Prior to the issuance of a Certificate of Occupancy, the developer/owner, engineer of record, and the contractor shall make themselves familiar with ***LDC Section 11.09.00***, Illicit Discharge, and shall comply with the codes, or be subject to enforcement.

13. Prior to the issuance of a certificate of completion or occupancy, the developer's engineer or a registered professional engineer, both of whom must be registered in the State of Florida, shall provide a stormwater certification that states the stormwater facilities have been constructed in accordance with the approved stormwater management plan.

14. Prior to obtaining building permits, provide a copy of the FDOT modification permit or acknowledgements, as well as a copy of the FDOT driveway connection, as applicable.

15. Irrigation and landscaping impacted by the Highway 98 Median modifications shall be replaced or rerouted in coordination with Destin Public Works.

16. Ensure public sidewalk crossing driveway meets ADA cross slope requirements of 2% maximum, per ***LDC Section 8.05.03.A***.

17. Prior to the issuance of any City Permit, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre.

18. Any sidewalk damaged during construction shall be replace from joint to joint. 4" thick minimum, 4000 psi with fiber, and a light broom finish. Where sidewalk cuts through a driveway, concrete shall be a minimum of 6" thick per ***LDC Section 8.01.00.G.6.g.***

General Conditions

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **December 1, 2025** (no later than **December 1, 2026**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (*Land Development Code (LDC) Section 2.21.00*).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (*LDC Section 2.21.00*).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review *LDC Section 2.21.00* for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for **"The Drury Plaza Hotel**" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**

   A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or

   B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.

3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):

   A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
   B. Pavement cuts.
   C. Construction of any kind.
   D. Clearing, grubbing, or demolition.
   E. Paving, grading, drainage, sidewalks.
   F. Signage.

G. Installation of utilities.
H. Construction trailers.

4. The following items must be addressed in the appropriate order:

A. **Prior to the issuance of any City Permit,** a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to ***LDC 7.01.02(B)*** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

B. **Prior to the Commencement of Construction,** a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.

C. **Prior to the issuance of any City Permit,** obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the City Engineer, if applicable.

D. **Prior to the issuance of any City Permit,** obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.

E. **Prior to the issuance of any City Permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.

F. **Prior to the issuance of a Certificate of Occupancy,** the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.

G. **Prior to the issuance of a Certificate of Occupancy,** the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 8, Transportation, and shall comply with the codes, or be subject to enforcement.

H. **Prior to the issuance of a Certificate of Completion,** all applicable impact fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: ***$395,200.00***

I. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.

J. **Prior to the issuance of a Certificate of Occupancy,** a Stormwater Operation/Maintenance Plan

(SWOMP) approved by the City shall be acknowledged and signed by the Owner.

K. **Prior to the issuance of a Certificate of Occupancy,** assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. ***Ref. LDC Section 7.18.04***.

David Prichard Date
Community Development Director
City of Destin

Mark Siner, P.E. Date
Authorized Agent
Choctaw Engineering, Inc.

TECHNICAL REVIEW COMMITTEE REPORT
THE DRURY PLAZA HOTEL
MAJOR DEVELOPMENT ORDER (DEV-001643-2025)

Applicant:	Drury Destin, LLC
Agent:	Choctaw Engineering, Inc.
Location:	1001 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-014A)
Request:	Approval of a 320-unit hotel & conference center development
Parcel Size:	±10.27 acres, 447,140 square feet
Future Land Use:	Town Center Mixed Use (TCMU)
Zoning District:	Town Center Mixed Use (TCMU)
Density:	Not applicable
Intensity:	0.51 FAR proposed / 1.5 FAR allowed
Application Date:	June 26, 2025
Approved Site Plan Date:	December 1, 2025

DISCUSSION/FINDINGS

Choctaw Engineering, Inc., on behalf of Drury Destin, LLC, is requesting approval of a Major Development Order application to construct a hotel and conference center. The proposed plan includes 320 hotel units, approximately 4,000 square feet of conference space, outdoor pool, parking area, stormwater improvements, and associated pedestrian infrastructure. This project is located at 1001 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-014A). The existing site is 10.27 acres.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. The proposed use includes a hotel and a conference center (NAICs 721110 and 531120). These uses are consistent with local land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.

LAND USE

Both hotels and conference centers are permitted uses within the **TCMU** zoning district.

HEIGHT

Maximum allowed:	75’ / 6 stories
Provided:	69’ / 6 stories

SETBACKS

Front minimum required:	45’
Front provided:	441’
Side minimum required:	8’
Side provided:	36.9’
Rear minimum required:	0’
Rear provided:	440.7’

OPEN SPACE

Minimum required: 30%
Provided: 42%

PLATTING
No platting has been proposed nor approved as part of this development application.

CONCURRENCY MANAGEMENT
Concurrency requirements have been met:

Traffic: Signed November 10, 2025
Stormwater Management: Signed November 10, 2025
Potable Water/Sanitary Sewer: Signed September 30, 2025
Solid Waste: Signed June 4, 2025

AIRPORT PROTECTION
Per Okaloosa County Airports, all contractors that will require a crane will need to file notice with the Federal Aviation Administration's (FAA) Obstruction Evaluation Group (OEG) and obtain an Aeronautical Study Number (ASN). Additionally, a separate notice shall be filed due to the height of the permanent structure. File Notice by submitting FAA Form 7460-1 at https://oeaaa.faa.gov/oeaaa/external/portal.jspb. The general contractor can obtain the ASN for the entirety of the project and all subcontractors can fall under their ASN.

TRANSPORTATION ANALYSIS
The traffic analysis, signed and dated October 31, 2025, indicates the proposed development will generate 209 PM peak hour trips. The analysis is consistent with the technical methodology outlined in ***LDC 6.05.05***.

INGRESS/EGRESS
Vehicular access to the property is provided from the Highway 98 East public right-of-way (ROW) and the Foxtail Way public ROW.

PEDESTRIAN NETWORK
The project provides a complete pedestrian network as required in ***LDC 8.09.03.A(6)***. A continuous internal sidewalk is provided throughout the development.

PARKING:
Required maximum vehicle parking spaces:

1 space per hotel room: 320 Hotel Rooms x 1 = 320 spaces
1 space per 20 hotel rooms (staff requirement): 320 Hotel Rooms / 20 = 16 spaces
1 space per 45 square feet of conference space: 4,012 square feet / 45 = 90 spaces
Total = 426 spaces
*Total required after 20% MMTD Reduction: 341spaces****

*****The applicant submitted a joint use parking analysis in accordance with ***LDC Section 8.06.12.A.*** The parking analysis (Exhibit H) provides a data set illustrating the reduction in parking for internal capture rates considering that 15% of the occupants utilizing the conference space would be staying at the hotel. After the 15% reduction, the ***TOTAL REQUIRED PARKING IS 331 spaces****

Provided vehicle parking spaces: *333*

Required maximum bicycle parking spaces: 17
Provided bicycle parking spaces: 17

UTILITIES:
All utilities are required to be underground.

STORMWATER:
The City Manager's Stormwater designee approved the stormwater plan on November 10, 2025.

REFUSE COLLECTION:
All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE
The proposed project is located within the White Sands Zone 2.

LANDSCAPING
Front perimeter/common boundary: Not applicable
Interior parking landscape: Provided
Buffer zone: Provided
Preservation and restoration:

Reforestation trees required:	71
Front perimeter landscape buffer:	15
Required parking trees:	24
Required street trees:	9
Total required trees:	**119**
Total trees provided:	**119**

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS
No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with ***LDC Article 16.***

IMPACT FEES:
Final impact fee amounts have been developed using the provisions outlined in ***LDC Section 19.03.05.A.2***. The impact fees for the proposed project are estimated to be:

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL

Hotel / Motel	320	$243.00	$0.00	$11.00	$981	$12,425
Totals		***$77,760***	***$0.00***	***$3,520***	***$313,920***	***$395,200.00***

OTHER FEES:
The applicant has paid a future improvement fee (fee-in-lieu) in the amount of $21,420 for the required Multi-Modal Transportation District (MMTD) requirements:

- Bench
- Trash can
- 16’ Pedestrian light x 4

The City shall be responsible for installing all of these items at time of undergrounding of utilities and once a Master Plan has been developed for maintenance.

COMMENTS: NONE

ITEM # 2025-1379

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 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: Second 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.

City Council First Reading:
At the regularly scheduled City Council meeting on Monday, November 17, 2025, the City Council reviewed the subject ordinance. The motion to approve Ordinance 25-17-LC on first reading passed 5-1, with Councilmember Destin dissenting.

IV. RECOMMENDED MOTION: I move that the City Council adopt proposed Ordinance 25-17-LC on second reading.

Attachments:

1. 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

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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

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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 # 2025-1380

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 1, 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: Second 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. ORDINANCE 25-23-LC 11_6_2025
2. Exhibit A - Article 1 General Provisions-Legal

- FINAL DRAFT 11.25 - with Strikethrough

3. City Council Minutes 09-23-2024 Workshop

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:

EXHIBIT "A"

City of Destin, FL - Article 1 - General Provisions - Legal

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 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.

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.

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 constitutes a unified development code 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 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

FINAL DRAFT

EXHIBIT "A"

City of Destin, FL - Article 1 - General Provisions - Legal

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 permit shall be entitled to a common law vested rights 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.

FINAL DRAFT

EXHIBIT "A"

City of Destin, FL - Article 1 - General Provisions - Legal

SECTION 1.06.02 ENFORCEMENT

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 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.

C. The city may, in its discretion, exercise any powers given to municipalities or their code enforcement board or special magistrate by Chapter 162, Florida Statutes, as amended.

D. 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 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.

E. 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.

F. Nothing contained in this subdivision shall prohibit the city from enforcing its Code by any other means including, but not limited to, a summons, an arrest, a notice to appear, civil action for injunctive relief, a stop work order or demolition. The enforcement procedures outlined in this subdivision are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of this Code.

G. It is the legislative intent of the City to provide an additional and supplemental means of obtaining compliance with city codes and ordinances. Nothing contained in this subdivision shall prohibit the city from enforcing its codes or ordinances by any other means authorized by law or equity.

H. Appeals. An aggrieved party, including the city, may appeal a final order of the code enforcement board or special magistrate to the Circuit Court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the code enforcement board or special magistrate. An appeal shall be filed within 30 calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed 30-day period shall render the findings of the code enforcement board or special magistrate conclusive, binding and final.

FINAL DRAFT

EXHIBIT "A"

City of Destin, FL - Article 1 - General Provisions - Legal

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.

EXHIBIT "A"

City of Destin, FL - Article 1 - General Provisions - Legal

~~Article 1 LEGAL~~

~~1.01. Legal.~~

~~Whereas, the Florida Legislature has enacted the Local Government Comprehensive Planning and Land Development Regulation Act (F.S. § 163.3161 et seq.) which mandates the preparation of comprehensive plans and unified land development codes for all units of local government; and~~

~~Whereas, the City Council of the City of Destin, Florida, has determined that the Comprehensive Plan, 2000, is compatible with and furthers the state comprehensive plan, the West Florida Comprehensive Regional Policy Plan and the Okaloosa County Comprehensive Plan; and~~

~~Whereas, the adoption of a unified land development code is required to implement the comprehensive plan; and~~

~~Whereas, F.S. § 163.3194(1)(b) 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 code (LDC); and~~

~~Whereas, the City Council of the City of Destin finds that the regulations contained within this Code are necessary to protect the public health, safety, general welfare, natural environment and economic vitality of the city; now~~

~~Therefore be it ordered by the City Council of Destin, Florida, that this ordinance is hereby adopted in conformance with F.S. ch. 163, and provides an effective date and repeals all provisions of ordinances or resolutions in conflict herewith.~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

~~1.02. Title.~~

~~This Code shall be known as the "Destin Land Development Code."~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

~~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).~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

FINAL DRAFT

~~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.~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

~~1.05. 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.~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

~~1.06. 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.~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

~~1.07. Conflicting ordinances.~~

~~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.~~

~~(Ord. No. 04-18-LC, § 5, 8-2-04)~~

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