REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 17, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. **APPROVAL OF MINUTES**
   A. Approval of minutes of May 6, 2019 Regular City Council Meeting

2. **PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS** (No public comments)
   A. Presentation - Representatives from Florida Department of Transportation - Mr. Rodney Chamberlain, Mr. Tim Smith and Mr. Jared Perdue, Director of Transportation Development

3. **PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA** (All agenda items other than those under Number 5)

   (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)

4. **CITY MANAGER REPORTS**
   A. Purchasing Policy – Resolution 19-07
   B. Traffic Signal Synchronization - City of Destin
   C. CRA Board Meeting scheduled for July 1, 2019 at 5:45 p.m.
   D. Announcements

5. **PUBLIC HEARINGS**
   A. Second reading of Ordinance No. 19-02-LC, Zoning Map Amendment
   B. Second reading of Ordinance 19-03-PC Future Land Use Map Amendment

C. First reading of Ordinance 19-09-LC - Amends the official zoning map as referenced in the Land Development Code, Section 7.12.01(A)2 zoning maps to include a change in zoning designations of parcels to match the assigned land use designation of the Future Land Use Map of the Comprehensive Plan

D. First reading of Ordinance 19-11-CC - Amends the Election Day for the City of Destin

6. *CONSENT AGENDA (No public comments)

A. Resolution 19-09 - Amending Rules and Procedures for City Council Meetings

B. Position Reclassification - Admin Asst, Parks & Rec

C. Airport Road Signing and Pavement Marking Project - RFQ 19-02-PS

D. Disaster Recovery Services - RFB 19-04-PS

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

A. Councilmember Braden

B. Councilmember Ramswell

C. Councilmember Menchel

1. Sheriff's Office's proposed Fiscal Year 2020 budget

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

1. Appointment of Mr. Quinten Selby to the Harbor & Waterways Board

G. Councilmember Morgan

1. Release the property appraisal of 604 Sandalwood Drive - Mr. Greg Leblanc

2. Nomination of Mr. Scott Fischer for membership to the Board of Adjustment

H. Mayor Gary Jarvis

I. Land Use Attorney

1. Update on Concluded Litigation (BI Inc. v. City of Destin), Acknowledgment of Dismissal by Third-Party Intervenor, and Request for Executive Session Transcripts of Dismissed Lawsuit.

J. City Attorney

8. ADJOURN

All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately.

**To be placed on the Agenda under scheduled presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting by completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.

****** 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.***

If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

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Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

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MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MAY 6, 2019
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM

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

Destin City Council

Mayor Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Parker Destin
Councilmember Prebble Ramswell
Councilmember Chatham Morgan
Councilmember Skip Overdier
Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson
Public Service Director Michael Burgess
Code Compliance Manager Joey Forgione
Public Information Manager Catherine Card
Community Development Director Louis Zunguze
City Land Use Attorney Kimberly Kopp
City Clerk Rey Bailey
Building Official Noell Bell
Finance Director Bragg Farmer
Parks & Rec. Director Lisa Firth
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Steve Farris of the First Baptist Church gave the invocation, which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Braden, seconded by Councilmember Menchel, to pull agenda item 6E from the agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

1. APPROVAL OF MINUTES

A. Approval of minutes of March 4, 2019 Regular City Council Meeting

Councilmember Marler moved to approve minutes of March 4, 2019 Regular City Council Meeting; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation Building Safety Month

The Mayor read the proclamation designating May 2019 as *Building Safety Month*; and then presented it to the City's Building Official Noell Bell.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Carrie Harbarger, a Destin resident, addressed the crosstown connector project expressing her concern about a highway being placed through residential neighborhoods. She stated that many of the citizens are not in favor of it; adding that the City should have already reached its full capacity as there are bumper to bumper traffic everywhere. She asked how the Florida Department of Transportation (FDOT) defines capacity.

Councilmember Braden asked when the last traffic study was conducted to determine the City's capacity, and the result of that study.

According to Public Services Director Michael Burgess, all the streets associated with the crosstown connector were rated several year ago, around 2013, as stated in the staff report; and that he is not aware of any new study that had been conducted more recently.

Mr. Lockwood Wernet, a Destin resident, expressed his support of Resolution 19-06 – Supporting Advanced Funding Agreement with FDOT for the City's Crosstown Connector project. He stated it has been the City's priority since the 1990s, and that he had written a white paper on it when he worked for the City of Destin from 1991-1993. He continued there are currently traffic running through Legion Drive, which then splits into two residential neighborhoods. This would give the City an opportunity to improve a network of streets for the community, and they would have the opportunity to go through a corridor already acquired by the City. It only needs funding for construction; and that the City has an opportunity to secure some of that funding from FDOT. The County has already dedicated some funds to help offset the cost for the project. He urged the Council to support the City Manager's recommended motion to go forward with the project.

Councilmember Ramswell asked how the crosstown connector would improve some of the neighborhood streets.

Mr. Wernet explained that most of the traffic is currently running through Legion Drive and then to either north or south residential neighborhoods. Azalea Drive was developed with 100-foot right-of-way and it was designed to be a corridor road. The crosstown connector would send existing traffic through a designated corridor outside of a residential neighborhood to another corridor on Azalea.

Mr. Shane Moody, President and CEO of the Destin Chamber of Commerce, expressed the Chambers' support of the crosstown connector. He stated they need a much more visionary and regional approach to US Hwy 98 traffic, and that the crosstown connector is not being design for it. It is being designed and built for the residents to help residents of Stahlman and Calhoun avenues go east and west with relative ease. He continued that it has been in the planning stages for 30 years; and that the City has apparently spent over $30 million over that period on this project. He also stated that Destin is a town of 13,000 people. The population increases to about 20,000 if they add the unincorporated areas of the Destin community. The population grows to almost 100,000 on any given day during the summer. It puts a major stress in the City's infrastructure. The crosstown connector would help alleviate some of the stresses on their residents battling traffic daily. It would take traffic to an area where there are no

residential units, such as the Old Campground. He urged the Council to move forward with the crosstown connector.

Councilmember Braden contends that a lot of the people who are in favor of the crosstown connector do not live on Legion Drive. He stated one of the problems he sees with the crosstown connector is it would result in traffic bottleneck when it gets to the Marler Bridge. He also stated that Legion Drive would forever be a two-lane road because there is not enough right-of-way to widen it; and so, when the traffic study comes back at full capacity, there is no way to fix that problem. He added there are a lot of questions with the crosstown connector project that would need to be answered before they could go forward with it.

Ms. Patti Brown, a Destin resident, stated that the City needs to increase its effort to publicize the phone number to call for short term rental complaints because a lot of people still do not know who to contact. She suggests posting the City's contract number on the house when the house is registered. She also suggests sending a mailer out to all the homeowners.

Councilmember Destin wants to keep the Short-Term Rental Task Force intact and allow members to continue to meet when necessary; and to place this item on the next meeting agenda for discussion.

Mr. Mike Buckingham, a Destin resident, stated that a lot people, especially those who live on west Destin who will be directly impacted, do not want the crosstown connector.

The Mayor noted that the only portion they need to finish up only involves four tenth of a mile, in a corridor that would not affect the two residential neighborhoods that are currently being impacted by back road traffic.

Mr. Buckingham noted that Legion Drive is a two-lane road, and it cannot be widened as Councilmember Braden pointed out; and it would not make sense to direct thousands more cars on a two-lane road in a residential area. He added that the crosstown connector was originally designed for residents and not for the tourists to come through residential neighborhoods.

Ms. Marcie Bell, a Destin resident, stated that she does not agree putting a bypass lane in a residential neighborhood. She pointed out that Commons Drive, a two-lane road, gets completely backed up in a middle of the day during tourist season even with round-a-bouts that are supposed to prevent the back-up.

Councilmember Ramswell noted that former Councilmember Wood used to talked about "platooning" when there is a long feed of traffic coming through the round-a-bout making it more impossible for someone to feed into it. She is always reminded of this term when thinking about adding to the traffic they currently have with the round-a-bouts.

4. CITY MANAGER REPORTS

A. Resolution 19-06 Supporting Advanced Funding Agreement with Florida Department of Transportation (FDOT) for the City's Crosstown Connector Project.

The City Manager explained that Okaloosa County Board of Commissioners approved construction funding of the crosstown connector in the amount of $4.8 million to be delivered to the

City beginning in October 10, 2020. The FDOT has budgeted $2.7 million in their 5-year work program for the crosstown connector right-of-way acquisition. Approving the advanced funding agreement with FDOT will allow the City to be reimbursed by FDOT up to $2.7 million for the property acquisition costs associated with completing the crosstown connector from Beach to Benning drives. The City will front the acquisition funds and then be reimbursed in the years 2021 and 2022.

Councilmember Braden noted that the Environmental Impact Study for the Crosstown Connector that has been provided to the Council states that the crosstown connector was designed for US Hwy 98 traffic as well as for local traffic. Reports show that 69 percent of traffic on US Hwy 98 is through traffic. He stated that nobody knows how to get west bound traffic off to Marler Bridge without a bottleneck; and there is no way to get all east bound traffic coming off the Marler Bridge to the crosstown connector.

Councilmember Destin moved to continue this item to the first meeting in July 2019 to get clarification on the impact of the advance funding agreement shall have on the City's budget. Councilmember Overdier provided a second to the motion.

According to Councilmember Marler, the intent of the crosstown connector since 20 or 30 years ago when it was first discussed was not to get people to the Marler Bridge; nor was it intended to be a secondary road to US Hwy 98. It was intended to get residents of West Destin home quickly and safely. However, extensive constructions on US Hwy 98 over the years forced people, both local residents and tourists, to find alternative routes to get to their destinations.

Councilmember Overdier remarked that Council has discussed and studied this issue for over 20 years. They have done all the planning and research, and everything necessary, to move forward with the crosstown connector.

According to Councilmember Morgan, this Council has had plenty of opportunities during the past three years to terminate the crosstown connector project and not purchase properties for the project; but they have consistently moved the project forward instead. He also stated that with regards to the concern about capacity issues and taking trips of US Hwy 98 thus allowing more development; they need to realize the City Council has control over what is built in this community; and that they could only build what is on their comprehensive plan. He added he would support passing the proposed resolution tonight.

The City Manager pointed out that if they wait after July 1st to approve the resolution, it would push the project another year and under a different cycle because the State's fiscal year begins on July 1st. He also noted that based on his research, he believes the crosstown connector project ends at Stahlman Avenue; and that he agrees that a huge debate needs to take place on what happens from that point forward.

Councilmember Morgan offered a substitute motion to approve Resolution 19-06 that authorizes the City Manager to deliver said resolution to FDOT to confirm City Council support; seconded by Councilmember Overdier.

Councilmember Ramswell wants to know if FDOT has explicitly said the crosstown connector project is a good idea or if they have given their seal of approval in writing for the Crosstown Connector.

The City Manager explained that the PD&E study conducted by Atkins, Inc. was done at the request of FDOT; and that it was his understanding the PD&E study is what FDOT requires to move forward with the project.

Mr. Burgess added that the project has also been listed under the Okaloosa County's long-term transportation plan for quite a while. The application went through and reviewed by FDOT, which commented and adjusted it accordingly. It meets their minimum specifications and standards as a transportation improvement project. He added they could have further discussions with FDOT about this project and possibly pursue having FDOT opine in writing that this project could really help the City of Destin with their traffic issues.

Councilmember Ramswell also questioned what the capacity numbers are based on, what they are currently, and what the capacity number is on a residential street. She also noted that the PD&E report did not include trip numbers for Mountain Drive and Kelly Street, or for any streets going from east to west; and she would like to know if there are any available data.

Mr. Burgess will reach out to Atkins for answers and then respond back to the Council.

Councilmember Ramswell stated she would support tabling this issue until July to gather more data; adding she has heard from a significant number of people over the past months that were against moving forward with this project.

The Mayor read the following section of the Environmental Impact Report:

"The Northwest Florida Transportation Corridor Authority (NFTCA) Master Plan provides a framework for the most efficient investment of resource to ensure a safe and reliable transportation system while making northwest Florida economically competitive with other regions in the state and nation. The NFTCA 2016 Master Plan documents the qualitative and cost benefit analyses of 33 transportation projects across the region. Project Number 19, the Destin Cross Town Connector, was ranked overall as the number 1 project."

Councilmember Ramswell asked if FDOT was included in the group that rendered this opinion about the crosstown connector.

The Mayor noted that parts of the document discussed the project meeting all FDOT requirements; which is why FDOT agreed to fund it.

Councilmember Ramswell asserted that a project can meet all the requirements without being necessary or feasible to a community.

Councilmember Menchel asked if there would be any adverse effect on the project if they postpone making a decision and delaying it for another year.

The City Manager does not believe they would be forfeiting the money; but it would push the project another year.

Councilmember Menchel asked everyone to think about the following hypothetical questions as they decide on this matter: *If they do not move forward with the crosstown*

connector, what can they do to fix the traffic problem in Destin? What would they do with all the properties they already own?

Councilmember Braden noted that while they are being told the crosstown connector was mainly for local residents, the Environmental Impact Report indicates that, *"The proposed project is one of the strategic connections that would relieve congestion on US 98 by re-routing local traffic from US 98 to a parallel corridor…"* This means they would re-route US Hwy 98 traffic through residential neighborhoods.

Councilmember Destin asked how much money out of the budget they would need to advance and then be reimbursed by FDOT for this project.

The City Manager replied it would be approximately $2 million to complete the acquisition; and that the money would come from the unallocated funds balance.

Councilmember Destin noted since they have earmarked another $2 million for property acquisition for beach access, it would leave a balance of about $2.5 million. He asked if they have made any commitments for the remaining funds.

The Finance Director replied that portions of the remaining funds may be committed to some projects for this year and prior year; however, they are undesignated at this point.

Councilmember Destin stated he would prefer having this conversation at their upcoming Visioning Session before they decide on the proposed resolution; adding he would like to make sure they have no other higher priorities for which to use the $2 million they plan to allocate for property acquisition for the crosstown connector.

The Mayor commented that they are only talking about four tenths of a mile in property which they already owned; and that they just need to acquire a few more to finish the project. The four tenths of a mile would smooth the flow of traffic that already exists. They are not going to solve their existing traffic problems by doing nothing, and it could get worse as time goes by.

The Mayor then called for a vote on the substitute motion to approve Resolution 19-06 that authorizes the City Manager to deliver said resolution to FDOT to confirm City Council support, which passes 4-3 (Council members Morgan, Marler, Overdier and Menchel voted "yes"; Council members Destin, Ramswell and Braden voted "no").

B. Destin Cemetery Parking Analysis
C. Destin Traffic Crash Analysis

The City Manager noted that the City's Code Compliance Manager Joey Forgione had provided Council some information they have requested for both agenda items 4B and 4C above.

Mr. Forgione briefly went through some of the information.

D. Installation of "No Parking" signs on Sibert Avenue

Mr. Burgess informed the Council he received a regulatory sign request from Mr. Mike Shoults. There are vehicles that regularly park in front of two properties he owns on Sibert Avenue

and these vehicles block the sidewalk and/or create ruts in the City's right-of-way. He stated that he visited the site and documented both vehicles blocking and damaging the sidewalk. He asked for Council's authorization to install the signs.

Councilmember Marler moved to authorize the City Manager to install "No Parking Anytime" signs (or equivalent) at 109 and 115 Sibert Avenue; seconded by Councilmember Overdier

Councilmember Ramswell asked if the applications for placement of similar signs in front of some of the homes along Shirah Street and Crystal Beach are still being processed; and the reason for the delay in processing these applications.

Mr. Burgess will investigate this matter and report back.

Councilmember Ramswell asked why the Regulatory Signage Policy (ADM-94) was put in place without Council's approval and why the City Manager has the authority to forego presenting regulatory signage requests to the Public Works/Safety Committee for review and go directly to the City Council for approval. She stated that advisory committees are created for good reasons and certain matters need to go through them for review and recommendations.

The City Manager will review and make appropriate amendments to the policy.

Councilmember Ramswell asked if the code prohibits parking in the City's rights-of-way; and if so, how are they enforced.

According to the Land Use Attorney, the code does not allow parking in the rights-of-way; and that violations are reported to Code Compliance Department, who then forward the case to the City's Special Magistrate.

Councilmember Ramswell asserts they should be able to ticket and tow vehicles if they choose to do so.

The Community Development Director agrees with Councilmember Ramswell, stating it would give more enforcement power to their code.

Councilmember Marler asked when the property which they recently acquired for parking will be ready for public's use.

Mr. Burgess stated they recently had the properties surveyed, and that they will provide a proposed schedule at the next Council meeting.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

E. Status update on RESTORE Grant Applications

The City Manager noted they have two pending applications; one for Clement Taylor Park for approximately $750,000, and another for Captain Royal Melvin Heritage Park & Plaza for approximately $1.25 million. He just received notice from the County that they have recently

submitted these initial applications to the U.S. Department of Treasury. The Treasury Department will review the applications and return comments that will be addressed by the City. The final application would then be submitted to Okaloosa County Board of Commissioners for approval to submit to the Treasury Department.

Councilmember Ramswell asked the City Manager to address a previous comment by a citizen that these applications were moved to the bottom of the list.

The City Manager confirmed the applications were not placed at the bottom of the list.

5. PUBLIC HEARINGS

A. First reading of Ordinance 19-10-LC – Safety Corridor Ordinance

The City Attorney read Ordinance 19-10-LC by title, and then presented it to the City Council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA ESTABLISHING SAFETY ZONES ON THE BEACH; PROVIDING FOR AMENDMENTS TO LAND DEVELOPMENT CODE SECTION 11.08.00. BEACH MANAGEMENT; 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.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Marcie Bell, a Destin resident, asked for further description of the corridor.

The Land Use Attorney noted that the corridor establishes essentially a grid on the beach. There is a corridor that goes from the waters edge 20 feet north and there is another corridor from the foot of the dunes going 15 feet towards the water. The ordinance, as currently drafted, creates 5-foot setbacks to the side property lines. She continued that the purpose of the corridor is safety so that law enforcement personnel and the fire department can get to the water in the event of a swimmer in distress or for a medical emergency on the sand during very crowded summer months.

Having no further comments from the public, the Mayor closed the public hearing portion of this item, and then turned the matter over to the City Council for discussion and consideration.

Councilmember Overdier moved to approve Ordinance 19-10-LC on first reading and direct staff to forward it to the Local Planning Agency for recommendation, followed by a second reading before the City Council; seconded by Councilmember Destin.

Councilmember Marler asked if the corridors would affect the people traversing the wet sand.

According to the Land Use Attorney, Florida laws allow people to travel through the corridors, but they cannot set up equipment such as what is listed in the ordinance within the 20 foot area, which would move throughout the day with the tide.

Councilmember Ramswell noted there is an existing agreement between the Sheriff's Department, the City and the public that the public can utilize the 20-foot zone from the mean-high tide line. She expressed concern the proposed ordinance would essentially remove that option from the public considering they are already very tight in space for the public to enjoy the beach.

Councilmember Ramswell asked if the 5-foot setback from the side means there would be a total of 10 feet; 5 feet from either property owner. The Land Use Attorney replied affirmatively.

Councilmember Ramswell noted that the proposed ordinance prohibits equipment; but there were no mention of signs, chains and ropes. She asked if they would be allowed across these corridors.

Mr. Forgione explained this is the first of three phases for beach management. The first phase involves public safety. Since no equipment can be placed in the corridor, it will give first responders and emergency personnel a clear path down to the water's edge. He continued that ropes and signage will be addressed in the second phase.

The Land Use Attorney stated that signage, chains and ropes should not be allowed in the corridors; and that they plan to draft a more specific ordinance later on to address them.

According to Chief D'Agostino of the Destin Fire Control District, they would be using the back corridor 99 percent of the time because they want visitors and guests to have a good time and a good field of vision and enjoy the water; but, they know how crowded it could get without these setbacks. The front corridor would probably not be utilized for most of the time; but they want it there in case they need it.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

B. Second reading of Ordinance 18-15-LC – Wheeled Vehicles on the Beach

The City Attorney read Ordinance 18-15-LC by title, and then presented it to the City Council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE USE OF WHEELED VEHICLES ON PUBLIC AND PRIVATE AREAS OF THE BEACH; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO LAND DEVELOPMENT CODE SECTION 11.08.02, AND CREATING SUBSECTIONS C(i) THROUGH C(v); PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Marcie Bell asked if the definition of beach in the proposed ordinance include all beaches especially along the East Pass as well as the gulf front.

The Land Use Attorney noted there is a detailed definition of beach in the proposed ordinance, and that it covers those beaches.

Having no further comments from the public, the Mayor closed the public hearing portion of this item, and then turned the matter over to the City Council for discussion and consideration.

Councilmember Ramswell moved to approve Ordinance 18-15-LC on second reading; seconded by Councilmember Braden. Motion passed 6-1 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Marler voted "no").

C. Second reading of Ordinance 18-30-LC – Creates definitions for commercial uses, commercial special events and commercial special event venues. Provides for amendments to Articles 3, 7 and 9 of the Land Development Code; amending Table 72, Table of Allowable Uses in zoning districts to prohibit commercial special event venues in all residential districts.

The City Attorney read Ordinance 18-30-LC by title, and then presented it to the City Council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO COMMERCIAL ACTIVITY IN RESIDENTIAL AREAS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; CREATING DEFINITIONS FOR COMMERCIAL USES, COMMERCIAL SPECIAL EVENTS, AND COMMERCIAL SPECIAL EVENT VENUES; PROVIDING FOR AMENDMENTS TO ARTICLES 3, 7, AND 9 OF THE LAND DEVELOPMENT CODE; AMENDING TABLE 7-2, TABLE OF ALLOWABLE USES IN ZONING DISTRICTS TO PROHIBIT COMMERCIAL SPECIAL EVENT VENUES IN ALL RESIDENTIAL DISTRICTS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Land Use Attorney noted a typographical error in the proposed ordinance. She stated that the Table of Allowable Uses prohibits Special Events in the Crystal Beach area; which was not intended and therefore should be corrected. Also, the definition portion of the text refers to the phrase, "property owner's." They would like to change that phrase to "property owner's or property owner's agents."

The Council had no objections to the proposed changes.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Marcie Bell noted there has been a commercial event being held at the East Pass. The activity has since moved to the State land outside of the residential district where the event would be prohibited. He urged the Council to pass this ordinance and then start moving forward on preventing commercial activity on conservation districts.

The Land Use Attorney stated that the City can enforce its code but not the State law.

Having no further comments from the public, the Mayor closed the public hearing portion of this item, and then turned the matter over to the City Council for discussion and consideration.

Motion by Councilmember Menchel, seconded by Councilmember Ramswell, to approve Ordinance 18-30-LC, as amended, on second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. Second reading of Ordinance 19-04-LC – Prohibiting Pay-to-Park Facilities from Collecting Fees at Entrance to Facility

The City Attorney read Ordinance 19-04-LC by title, and then presented it to the City Council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA PROHIBITING PAY-TO-PARK FACILITIES FROM COLLECTING FEES AT ENTRANCE TO FACILITY; PROHIBITING BACKUP OF VEHICLES ONTO CITY, STATE AND FEDERAL HIGHWAYS, ROADS AND STREETS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CREATION OF LAND DEVELOPMENT CODE SECTION 8.10.00; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Hearing none, the Mayor closed the public hearing portion of this item, and then turned the matter over to the City Council for discussion and consideration.

Councilmember Ramswell moved to approve Ordinance 19-04-LC on second reading; seconded by Councilmember Menchel. Motion passed 6-1 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Marler voted "no").

6. CONSENT AGENDA

A. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the IEMO Advanced in Tampa, Florida, from April 11 14, 2019

B. Approval of Amendment for Project #45909 Choctawhatchee Bay National Fish and Wildlife Foundation (NFWF) Dewberry Engineers, Inc. Attachment A Scope of Work/Agreement

C. Acceptance of Quit-Claim Deed

D. Scope of Services Contract with Taylor Engineering, Inc. for Expert Witness and other Assistance in Administrative Challenge Donovan et al. v. City of Destin and Florida Department of Environmental Protection, Department of Administrative Hearings Case Number 191844

E. Agreement with Wet N Wild Water Sports, LLC pursuant to section 4(b) of Ordinance 19-08-CN

Item pulled from the agenda.

F. Request for Council Approval to Purchase FY 19 Budgeted Equipment: Vehicle Lift and Jacks

Councilmember Destin requested that Consent Agenda item 6C be pulled for discussion.

Motion by Councilmember Destin, seconded by Councilmember Menchel, to approve Consent Agenda items 6A, 6B, 6D & 6F, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Ramswell moved to approve Consent Agenda item 6C, as printed above; seconded by Councilmember Overdier.

Councilmember Destin announced he would abstain from voting as the quick claim deed is being executed by a direct relative.

Motion passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Destin abstained from voting).

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

Councilmember Braden moved to authorize the City Manager to purchase the necessary development software and employ additional Planning staff for the Community Development Department; and to make the appropriate budget amendments passed 7-0. (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Braden noted that the flower beds and landscaping around City Hall Annex as well as the round-a-bout need to be treated for weeds.

B. Councilmember Ramswell

Councilmember Ramswell asked for a status update on the City's negotiations with Eglin AFB regarding the landscaping beneath the "Welcome to Destin" sign.

The City Manager will investigate and report back to Council.

Councilmember Ramswell announced that the Destin High School charter application was unanimously approved by the Okaloosa County School Board. They have begun negotiations for the final contract with the school district. The goal is to open the Destin High School in August 2020.

C. Councilmember Menchel

1. 3D Crosswalk

Councilmember Menchel showed a photograph of a 3D painted crosswalk on the screen. He asked staff to come back with some ideas and recommendations at a future meeting. He stated he already asked the Destin Chamber of Commerce if they would be interested in partnering with the City to paint the crosswalks if they decide to move forward with this idea.

Councilmember Menchel announced that he hosted a town hall meeting on April 19th at the Destin Library. The meeting was well attended, to include the Mayor and Councilmember Braden. Some of the issues discussed included old permits not being closed out, areas in the City that need sidewalk, noise issues and traffic cones scattered on US Hwy 98 following a storm. He is looking forward to the next one.

Councilmember Menchel announced he recently received a call from a citizen of Destin who was conducting business at the Destin Commons. The citizen informed him that the receipt they received clearly showed a two percent Destin Municipal Sales Tax charge. The City's Finance Director Bragg Farmer reached out to Destin Commons and spoke with a Mr. Perry who told him there was an issue with a vendor who is European and who was in the process of getting his software updated and replaced. There was a fee involved in the transaction, but it was not supposed to be a Destin Municipal Sales Tax.

Councilmember Menchel noted that the Public Works and Safety Committee has discussed the big dip on the road in front of City Hall for years. It was supposed to be corrected once the street is resurfaced. The street has been resurfaced passed City Hall; however, it was not a smooth transition from where the old road ends and the resurfacing began as it left a big bump on the road. He asked staff to look into this matter.

Councilmember Menchel stated that he does not see a need for the City Clerk to automatically receive copies and be burden with all the emails addressed to individual member of the City Council. He continued that it may have been a policy that was put in place in the past which he would prefer to see changed if there are no objections from other members of the Council.

D. Councilmember Overdier

Councilmember Overdier complimented the Mayor and City staff for an excellent presentation to the Tourist Development Council and getting $6.5 million for the purchase of beach front properties for beach accesses.

1. Appointment of Mr. James Staley for membership to the Board of Adjustment

Councilmember Overdier moved to appoint Mr. James Staley to the Board of Adjustment; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

E. Councilmember Marler

Councilmember Marler announced they had a great Founders' Day Celebration last Saturday, May 4th, at the Destin Community Center; and that the Community Center staff did an excellent job with the preparation. The event was well attended with present and past members of Council in attendance.

F. Councilmember Destin

1. Traffic Capacity Study for the City of Destin Discussion

Councilmember Destin asked staff to present some options and cost analysis for a Traffic Capacity Study for the City of Destin at the Visioning Session on May 15th.

2. Cemetery Parking Discussion

Councilmember Destin noted that the cemetery parking is being utilized by the harbor district employees and people are not able to utilize them either during funeral service or to visit their love ones at the cemetery. He would like to offer a motion based on the report presented earlier by Mr. Forgione.

Councilmember Destin moved to designate the 17 parking spaces located in front of the Destin Cemetery as two-hour parking; seconded by Councilmember Braden.

According to Mr. Forgione, they would have to draft an ordinance to include enforcement and signage.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

G. Councilmember Morgan

Councilmember Morgan requests the following item be placed on the next agenda for discussion: *Occupancy signs for short term rentals on decorative fences in Crystal Beach*.

The Land Use Attorney noted that the code currently prohibits signage on fences; and so, they would need to include an exception to allow placement of these signs on decorative fences in Crystal Beach.

H. Mayor Gary Jarvis
I. Land Use Attorney
J. City Attorney

Having no further business at this time, the meeting was adjourned at 8:25 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

ITEM # 2019-1250

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Bragg Farmer, Finance Director

DATE: May 9, 2019

SUBJECT: Purchasing Policy – Resolution 19-07

I. BACKGROUND: The current comprehensive purchasing policy was adopted on January 16, 2018. This resolution establishes comprehensive purchasing procedures for the City of Destin.

II. DISCUSSION: It is financially prudent to periodically review the City financial procedures to ensure they are modified to meet the ongoing change in governmental financial transactions. This revision of the purchasing resolution adds the Federally Funded Procurement requirements to the City Purchasing Policy. Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

A. Link to Strategic Goals / Objectives: Organizational Excellence goal III.A.1.
Develop a sustainable Operating & Capital budget ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

B. Effect on Budget (EOB): This will not have a significant effect on the current year expenditure budget.

C. Level of Service (LOS): This will allow the City to be in compliance with

the Federal Government when purchasing goods and services while using Federal Funds.

III. <u>CONCLUSION</u>: It is in the City's financial interest to add the Federally Funded Procurement policy to the City Purchasing Policy.

IV. <u>RECOMMENDED MOTION</u>: I move that Council adopt Resolution 19-07.

Attachments:

1. ADM-30 Purchasing Manual amended May 2019
2. Purchasing Resolution 19.07

City Operation Instruction ADM30
Date 8/1/2006
Amended July 14, 2010
Amended January 21, 2014
Amended September 17, 2018
Amended June 17, 2019

PURCHASING MANUAL

This Operating Instruction (OI) establishes and defines the purchasing manual for the City of Destin, Florida.

I. **REFERENCES:** The governing references for this OI are City Resolution #18-30 and General Accepted Accounting Procedures as adopted by the National Accounting Standards Board and the Governmental Accounting Board and other Federal, State and local laws, statues, ordinances, directives and policies as they apply to local government purchasing and/or the City of Destin.

II. **GENERAL:** This OI's purpose is to establish the administrative procedures by which the City of Destin will purchase materials, supplies, equipment, and secure various contractual services and, provide greater cost effectiveness and public accountability in the procurement process.

This OI is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

III. **DEFINITIONS:**

A. City Manager: is the City Manager of the City of Destin, Florida, and shall, where appropriate, include his/her duly authorized designee.

B. Continuing Services Contract: A contract for services or material entered into in accordance with the City's bid procedures whereby the contractor, firm or individual provides goods or services for work of a specified nature as outlined in the bid and contract.

C. Continuing Service Contract Renewal: Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

D. Consultant: Is one who provides professional advice or services, which include, but are not limited to attorneys, architects, engineers, surveyors and accountants.

E. Cooperative purchases: are the advance combining of two or more political entities to obtain the advantages of volume purchases, improved specifications, reduced administrative costs, and increased intergovernmental cooperation.

F. Emergency Purchase: A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. Or, critical City operations will be severely affected in an adverse situation.

G. Life Cycle Cost: A procurement technique that takes into account demonstrable and documented operating maintenance, the cost of property, other cost of ownership and usage and resale or residual value in addition to acquisition price in making an award on low total cost.

H. Price Quotes: Competitive quotations are to be obtained as detailed in Section G. Competitive Threshold/Approvals and shall include a statement of price, terms of sale, and description of goods or services.

I. Property: Fixtures and other tangible personal property of a non-consumable nature, with a value of one thousand dollars ($1,000.00) or more and normal expected life of one (1) year or more. The City Manager shall identify other items as "property" at her/his discretion and require formal accounting records be maintained for such items.

J. Proprietary: refers to goods and services owned by a private individual or corporation under a trademark or patent.

K. Purchase Order: The City's official legal record of contract between the City and vendor, issued separately or in conjunction with other documents, which delineates the responsibilities of both parties in the provision of and payment for goods and services required by the City. The purchase order also is the mechanism by which budgetary and cash balances are encumbered in the City's accounting system.

L. Purchase Requisition: The internal process required for the request to purchase materials and services that is not of an emergency nature and not covered under Petty Cash or P-Card procedures.

M. Request for Bids: Written documents inviting potential vendors to submit sealed, written pricing for specific goods and/or services in conformance with specifications, terms, conditions and other requirements described in the formal bid documents.

N. Request for Proposal: The solicitation document used for competitive proposals, the customary method used for the purchase of professional services, and other goods or services when there is an uncertainty of the exact product or service that is required. The Request for Proposal allows for negotiations after they have been opened to allow clarification and changes in the proposal in the best interest of the City.

O. Sole Source (Non-Competitive) Purchase: An award for goods or services to the only known capable supplier, such as unique, patented, proprietary, or franchised supplies, or by the unique nature of the requirement, the vendor, the impracticality of obtaining competition or market conditions.

P. Supplies: Includes all supplies and equipment other than tangible property. Tangible property is property capable of being appraised at an actual or approximate value.

Q. Using Agency: Any department, agency or other unit of the City using supplies, property or contractual services.

IV. POLICY AND PROCEDURES:

These policies are hereby established for purchasing supplies, material and any other matter or commodity necessary for the operation of the affairs of the City and are consistent with the requirements of City Resolution #13-10.

A. GOALS AND OBJECTIVES

The goal of the purchasing activity is to obtain needed goods and services at the lowest ultimate cost consistent with prevailing economic conditions, appropriate standards of quality and continuity of service while establishing and maintaining a competitive procurement system of openness, fairness and integrity.

1. There are three (3) major objectives of the public purchasing process:

    a. Effectiveness: The quality of the goods and/or services procured, the units and quantities procured, and the method of procurement are appropriate to the needs of the city.

    b. Efficiency: The time and effort expended, from definition of need through final delivery, and the cost associated with acquiring the needed goods and/or services are reasonable in order to achieve value.

    c. Economy: The prices paid for goods and/or services shall reflect responsible use of taxpayer dollars and be in the best interest of the City, consistent with the requirements of the procurement.

2. All employees involved in the procurement process shall subscribe to and be guided by the following principles:

    a. Consider the best interests of the City in all transactions and to carry out the City's policies and procedures.

    b. Purchase without prejudice, seeking to obtain the maximum value for each dollar expended in accordance with established quality standards.

    c. Foster honesty and truth in buying and to avoid conflicts of interest, unethical practices and the appearance of same.

B. SCOPE OF POLICY

This policy shall apply uniformly to all employees and departments for the expenditure of any and all funds provided or authorized through or by the City Council, City Manager or the City's Annual Budget.

This policy shall apply to the purchase of goods and/or services, unless the Purchasing Procedures, the City Council, or any applicable Federal, State or local law specifically makes that purchase exempt.

C. RESPONSIBILITIES:

A. Authority

1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager

serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administering all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office,

department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

a. The City Manager is responsible for ensuring that the purchasing policy is applied uniformly and consistently in all City offices and departments. The City Manager is responsible for establishing administrative guidelines for the purchase of all commodities, materials, equipment and services for City agencies, departments and offices.

b. Department Directors are responsible for ensuring that employees in their department or office are fully familiar with federal, state, and local laws, including City policies, regulations and procedures regarding the purchase of commodities, materials, equipment and services. All employees comply fully with the provisions of said laws, policies, regulations and procedures.

c. The Finance Director shall provide assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policies and procedures. The Finance Director, designated by the City Manager, is responsible for the direction and management of the City's procurement processes and operations.

d. The Finance Department is also responsible for providing training to familiarize City employees with purchasing law, concepts, City policies and procedures.

D. UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this OI or Resolution #13-10.

E. Subdividing Procurements

Purchases, orders, or contracts that are subdivided to circumvent the requirements of this Manual or threshold authority as set forth in this Policy shall be considered unauthorized purchases and are prohibited.

F. PURCHASE REQUISITIONS

All requisitions shall give a clear item description, quantity, unit of measure, and estimated cost. Requisitions shall only be submitted when there are sufficient funds to cover the cost.

1. ITEM DESCRIPTIONS

   Item purchase descriptions set forth the essential physical and functional characteristics of the supplies or services required. The minimum requirements of the City should be expressed in the description. However, do not confuse minimum requirements with minimum descriptive data. Include as much information as possible to describe exactly what you need.

2. BRAND NAME

   Descriptions or specifications should be written to preclude limiting purchases to a specific brand name which can restrict competition and often results in higher prices. If a specific brand name and/or model are being recommended, the department head must attach a written memo justifying why 'an equal' is not acceptable.

   In certain circumstances, the City Council may determine that it is in the best interest of the City to standardize the brand of certain equipment purchased, even though the bid submitted for the equipment is not the lowest. Standardizing can be advantageous to the City in that parts may be interchangeable with other units, the cost of training for the operation, repair and maintenance of the equipment can be reduced, and savings on the inventory of parts for the equipment can be achieved.

G. COMPETITIVE PROCUREMENTS

1. Invitations to Bid require public notice (legal publication), public bid opening at a time and place designated in the bid document, and a minimum of ten (10) working days between publication of the bid invitation and bid opening.

2. Invitation to bid shall be required for procurements of goods and contractual services with an estimated aggregate or project cost of more than $15,000.00.

3. Request for Proposal (RFP) may be used for competitive purchases, the purchase of professional services and other goods or services when there is an uncertainty about the exact product(s) or service(s) required with an estimated aggregate cost of more than $15,000.00.

4. RFPs require public notice (legal publication), public proposal opening at a time and place designated in the proposal document, and a minimum of ten (10) working days between publication and proposal opening. Exceptions may be made in cases of emergency.

5. Registration or certification under Florida Statute Chapter 489 is required before any contract is awarded for construction work on buildings or other improvements to real property, except for roads or utilities as specified in Florida Statutes section 489.113, or otherwise exempt under Florida Statutes section 489.103.

6. The City Council may waive the competitive procurement requirements when deemed to be in the best interest of the City.

H. COMPETITIVE THRESHOLD/APPROVALS

1. Competitive requirements for commodities, services, construction and equipment:

   a. Purchase of supplies, materials and equipment not exceeding $1,000.00 may be made by any authorized employee and shall be evidenced by a receipt and approval by the Department Head or his/her designee and delivered to the Finance Department.

   b. Purchase of supplies, materials and equipment between $1,001 and $5,000 shall be approved by the Department Head, Finance Director and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Quotes must be memorialized in a memo attached to the invoice.

   c. Purchase of supplies, materials, equipment or services between $5,001 and $15,000 must be requested by requisition and shall be approved by the Department Head, Finance Director and City Manager. The Department shall solicit a minimum of three (3) written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition.

   d. Request for purchases in amounts greater than $15,000.00, require public advertisement and/or sealed procedures in accordance with City resolution. Award/Rejection of bid or proposal shall be made by the City Council. The Agenda, Action Agenda, Contract and scope of work shall be attached to the requisition.

   e. No contract or purchase shall be subdivided to avoid the purchasing requirements as stated here in.

2. The following shall be used to determine a fair and reasonable price:

   a. Previous Purchase
   b. Purchase of similar or like item
   c. Established price list
   d. Catalogs
   e. Similar items purchased by other public entity

3. All purchasing of IT hardware and software must be approved by the IT director

prior to purchasing to ensure uniformity throughout the City.

4. The purchase of services for temporary employees shall have the approval of the Human Resources Manager, Finance Director and City Manager before a purchase order/contract is issued.

5. Personnel authorized to purchase commodities/services shall document procurement transactions to provide a basis for audit and compliance reviews and to establish a written record of the purchasing discussions to ensure continuity of the purchasing activity.

6. Required documentation includes the approved requisition, request for quotations, quotations, analysis of the quotations, memos on negotiations, amendments to purchase orders, revisions in specifications, quantities, or delivery and all other pertinent correspondence.

I. WOMEN, MINORITY AND SMALL BUSINESS REQUIREMENTS (W/MBE)

1. The purpose of the minority, women, and small business enterprise program and Disadvantaged Business Enterprise is to provide guidance in the outreach of W/MBEs to ensure awareness and opportunities of doing business with the City of Destin. The minority, women, and small business enterprise program shall only apply to those projects, services, or commodities funded by a federal or state grant/contract/agreement having W/MBE requirements and, not otherwise covered by a W/MBE or disadvantaged business enterprise program.

2. The Finance Department will ensure compliance with this purpose by ensuring its requirements are included in competitive procurements as it applies to both primary and subcontractors.

3. The City will accept certification of W/MBE status from the City of Tallahassee, Leon County and State of Florida, Office of Supplier and Diversity as well as the Florida Department of Transportation (FDOT), DBE program in lieu of creating its own certification program. The City may also consider and accept certification from other State of Florida, county or city programs on a case by case basis.

26.02 - W/MBE Requirements

1. The City will utilize the State of Florida and/or when deemed appropriate FDOT directories to notify certified W/MBE firms of procurement opportunities in the City of Destin. The efforts of such outreach shall be maintained in the original procurement solicitation file.

2. When deemed appropriate by the City, primary contractor that intends to use subcontractors shall also use the State of Florida, and/or when deemed appropriate FDOT directories of W/MBE to solicit W/MBEs for subcontracting opportunities under a primary contract.

3. When deemed appropriate by the City, primary contractor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the competitive procurement document.

J. BIDDING PROCEDURES

Competitive bids are required for all purchases, supplies and services, when the estimated cost thereof shall exceed $15,000, except as specifically exempted in this policy.

1. Invitation for Bid/Proposal Procedure: All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed $15,000, shall be purchased by invitation for bid/proposal from the lowest responsive, responsible bidder unless otherwise stated in this policy, after due public notice inviting bid/proposals.

2. Nature, Type and Frequency of Advertisements: Notice shall be advertised for two consecutive weeks at least 10 days prior to the opening in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The advertisement will call for sealed bids or proposals for goods, supplies and services, when the estimated proposed cost is expected to be more than $15,000. The City will also place a notice of such bid on its web page for Internet access.

3. If state or federal law or a state or federal agency provides other required methods of newspaper notice which differentiate from the City's requirements, in those circumstances, the requirements of state or federal law or state or federal agency shall be followed when advertising in a newspaper.

4. Florida Statutes section 255.0525, states that any construction project that is projected to cost more than $200,000.00 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 calendar days prior to the bid received date and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than $500,000.00, it must be advertised at least 30 calendar days prior to the bid received date and at least five calendar days prior to any pre-bid conference.

4. Bidders List: Bids shall be solicited from all responsible prospective suppliers who are on the City's Bid List, which the City Clerk's Office shall maintain. Departments may utilize Internet email for notifying vendors when such vendors have provided the Department with an email address. Invitations will be sent to those vendors on the bidder's list who supply commodities that are similar in character to the item(s) being purchased.

5. Bid Opening Procedure: Bids shall be submitted in sealed envelopes to the City Clerk and shall be identified as bids on the envelope. Unsealed bids will not be opened or accepted.

a. Opening: Sealed Bids shall be opened in public at the time and place stated in the public notice. The City Clerk, or any person designated by the City Clerk or the City Manager, shall witness openings.

b. Purpose: The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening.

c. Late Receipt: Bids shall not be accepted or opened if received after the date and time called for in the bid notice.

d. Signature: Failure to properly sign the bid shall invalidate the bid and the bid will not be considered.

6. Rejection of Bids: The City Manager shall have the authority to recommend to the City Council the rejection of all bids, parts of all bids, or all bids for one or more supplies or contractual services included on the proposed bid when the public interest will be served thereby. The City Manager shall not recommend acceptance of a bid from a contractor who is known by him to be in default on the payment of taxes, licenses or other monies due the City.

7. Criteria for Determining Lowest, Best Responsive, and Responsible Bidder: Contracts shall generally be awarded to the lowest, best responsive, responsible bidder. In determining the 'lowest, most responsive, responsible bidder' in addition to price, the Bid Committee may consider:

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.

b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay.

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

d. The quality and timeliness of the performance of previous contracts or services with the City and with other entities.

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

f. The sufficiency of the bidder's financial resources and ability of the bidder to perform the contract or provide the service.

g. The quality, availability and adaptability of the commodity or contractual service to the particular use required.

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.

i. The number and scope of conditions or exceptions attached to the bid.

j. The best interest of the City in relation to standardizing the brand of certain equipment purchased, where standardizing can achieve certain operational efficiencies and cost savings.

k. Life cycle costs.

8. Bid Award: The City Manager shall recommend award of bids to the City Council when the amount exceeds $15,000.00.

a. Departments shall select vendors based on total cost, which considers delivery, freight costs, prices, quality, life cycle costs, warranty, services, terms and conditions, and shall recommend award to the vendors who best meet these requirements.

b. Award to other than apparent low bidder shall be documented to show the rationale for rejection (i.e.: does not meet specifications, delivery requirements and past performance problems).

c. Purchase orders shall not be issued when an account has insufficient funds to cover the cost unless approved by the Finance Director.

d. The City reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality on bids received that in it's judgment will be in the best interest of the City.

9. Award to Other Than Low Bidder: When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the using department and filed with the other documents relating to the transaction.

K. EXEMPTIONS TO BID REQUIREMENT

The following situations are exempted from formal competitive bid requirements:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements; however, a formal written contract, approved by the Council, shall be required for all such contracts in excess of $15,000.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act F.S. 287.055 or local resolutions, such as Resolution 01-13, shall be followed.

2. Sole Source (Non-Competitive) Supplies: Non-competitive (sole source) supplies, available from only one source, such as unique, patented, or franchised supplies, are exempt, provided however, that such purchases in excess of $15,000.00

require a formal, written approval by the Council.

a. Department Directors may request a sole source purchase by forwarding a memo, with justification for sole source, to the Finance Department. Justification shall contain the following information as a minimum:

1. How was a determination made that the goods/services being purchased are only available from one source?

2. What contacts (if any) were made in an attempt to identify alternate sources?

3. What is the rationale that the goods/services being purchased cannot be substituted with similar goods/services from other sources?

b. The Finance Department shall review the sole source request and recommend approval or denial to the City Manager. Recommendation for approval shall contain justification as to the validity of the sole source.

c. The City Manager is authorized to approve the request if the cost is less than or equal to $15,000.00. City Council shall approve request for more than $15,000.00, unless an emergency exists as defined in this policy.

3. Bids and contracts from other entities: The Council may find that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities. If such purchases are in excess of $15,000.00 the bid will require Council approval.

4. Cooperative Purchasing: The City Manager may procure, without following formal contract procedure, all supplies, materials and equipment that are cooperative purchases. The City Manager shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the City would be served thereby. This is subject to the requirement that any purchase in excess of $15,000 requires Council approval, unless the purchase has been approved in the annual budget and the items purchased have a unit price of $15,000.00 or less. Any cooperative purchase from another government entities must be procured in compliance with 2 CFR 200.

5. State Contract: The City Manager may procure, without following formal contract procedure, all supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, provided that any purchase in excess of $15,000.00 shall require Council approval. Any state contract that the City is making a cooperative purchase must be procured in compliance with 2 CFR 200.

6. Computer Equipment and Peripherals: Bidding is not required for personal computers, printers, associated parts, and software and communications services,

(i.e. telephone and wireless services, which services are not considered a sole source supplier) when the collective value of multiple items is greater than $15,000.00, provided written quotes on vendor stationery are obtained from a minimum of three (3) vendors and requires Council approval.

7. Unique Circumstances: There can be unique circumstances that will not allow a department to follow the competitive bidding process. If this situation occurs and it is determined by the City Manager to be in the best interest of the City, then the City Manager may negotiate and enter into a contract less than $15,000. If the contract is greater than $15,000 and the City Manager concurs with awarding the contract, it will be submitted to the City Council for their approval at the next available Council meeting.

L. EXEMPTIONS TO PURCHASING RESOLUTION

1. Emergency Purchases: As defined in Section K, Emergency Purchases

2. Seminar registrations and professional membership dues, fees, and publications.

3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.

4. Purchase of library books and circulated material.

5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.

6. No Bid received: Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to seek other alternatives for purchasing, such as cooperative purchasing agreements.

M. EMERGENCY PURCHASES

1. An emergency situation is defined as a circumstance in which one of the following conditions exists:

   a. Critical City operations will be severely affected in an adverse situation.

   b. An emergency creates a threat to public health, welfare or safety.

   c. A delay in the procurement of goods/services is against the public interest.

2. Emergency purchases: In cases of an emergency which require the immediate purchase of supplies or contractual services, the City Manager or his/her designee is empowered to secure by open market procedures as herein set forth, at the lowest obtainable price, any supplies or services not exceeding fifteen thousand dollars ($15,000.00). If costs exceed $15,000.00 a full report of the circumstances of the emergency purchase shall be placed on the next regular Council agenda for approval.

3. Emergency purchases that are required after normal working hours.

4. The Department that makes an emergency purchase must provide Finance with a memo outline the situation and the reason for the emergency purchase. A copy of this memo must be attached to the check request or invoice or purchase requisition.
The Department may secure the goods or services needed, after satisfying the conditions in Section K. The paperwork shall be processed the next business day. It is the Department Director's responsibility to justify any emergency purchases.

NOTE: EMERGENCY PURCHASES COSTING OVER $15,000 REQUIRE APPROVAL BY THE CITY COUNCIL, PRIOR TO PAYMENT.

N. CONSOLIDATION OF REQUIREMENTS

1. Annual contracts are predominately secured through the competitive sealed bidding process and are for the provisions of goods and services commonly required by one or more City departments. These contracts, featuring pre-determined vendors, terms and conditions, and favorable, consolidated pricing, allow departments to utilize their personnel to accomplish other departmental duties by reducing the necessity for those personnel to perform separate, redundant and conflicting procurement activities. Annual contracts will be utilized whenever the contract goods and services are appropriate to the needs of the user departments.

2. Blanket purchase orders may be established for departments to facilitate order placement and reduce the administrative overhead inherent in repetitive price comparison and order placement. Blanket purchase orders (BPO's) should be used when departments purchase repetitive specified goods or services from the same vendor that requires numerous orders/shipments over specified periods of time.

O. BLANKET PURCHASE ORDERS

Blanket purchase orders (BPO's) shall be established for departments to facilitate order consolidation and reduce the administrative overhead inherent in repetitive price comparison and other placement.

1. Blanket Purchase Order is used:
   a. For repetitive purchases (such as copier paper)
   b. To consolidate similar orders by various departments (such as office supplies).
   c. To allow periodic payments for an on-going service (such as extermination services or maintenance contracts).
   d. To allow for various small equipment repairs (such as typewriters, lawn mowers, etc.).
2. A request for departmental Purchase Orders will be prepared by applicable departments at the beginning of each fiscal year, requesting the amount and account for encumbering funds on the Blanket Purchase Order.

3. Ordering against Blanket Purchase Orders:

a. When a department wants to order against a Blanket Purchase Order, the designated employee will contact the vendor by telephone and place the order.

b. When the material or service is received, the department signs the packing slip and attaches it to the invoice, referencing the Blanket Purchase Order number and forwards it to Finance.

P. VENDOR RELATIONSHIPS

A. It is essential to develop and maintain goodwill between the City and its suppliers. The reputation of the City can be enhanced and promoted by:

1. Affording all salespersons, a full, fair, prompt and courteous hearing.
2. Keeping competition open and fair.
3. Keeping specifications fair, accurate and clear.
4. Maintaining consistent buying policies and principles.
5. Observing strict truthfulness in all transactions and correspondence.
6. Keeping free from any obligation to any vendor.

B. The City shall not purchase any goods or services from any Council Member or City employee, or any business in which a City employee or Council Member has or may have a financial or beneficial interest except during an emergency situation as defined in Section K, Emergency Purchases.

Q. CONTRACTS

1. A copy of all signed contracts or continuing service contracts that has a financial implication on the City must be attached to the purchase requisition, along with a copy of the Action Agenda, Agenda Item, Scope of work and any other related documentation.

R. CHANGE ORDER

1. Change order means a modification to an executed contract, due to unanticipated conditions or developments relating to that contract. A Change Order may not substantially alter the character of the work contracted for and may not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

2. The City Manager is hereby authorized to approve and initiate work on the following types of change orders determined in her judgment to be in the public interest, as follows:

a. All change orders decreasing the cost of the contract to the City; providing, however such decrease does not materially alter the scope of the work defined by the Contract.

b. Change orders increasing the cost $15,000.00 or less per occurrence, with an aggregate maximum of 10% of the total cost of the contract provided sufficient documentation is provided. The increase shall not materially alter the scope of work defined by the contract.

c. Time for Performance: All change orders decreasing or increasing the time for performance of the contract, providing, however, the change does not delay the overall time for completion by greater than 90 days, cumulative.

2. All other change orders, unless specifically authorized by the City Council, must be formally approved by the City Council before work may be authorized to begin, and no claim against the City for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained, notwithstanding any other position, contractual or otherwise.

4. Change orders shall not be artificially distributed or divided so as to bring the amount within the approval level of the City Manager and any such proposed change order shall include within it all logically connected work required to be done at the time of proposal.

S. SERVICES PERFORMED ON CITY PROPERTY

Vendors performing work on City Property are required to:

1. Be properly licensed under existing Federal, State and City laws.
2. Provide "Proof of Insurance" with the City named on the Insurance Certificate as additional insured.
3. Provide proof of Workmen's Compensation insurance. This includes insurance for any sub-contractor being utilized.
4. **Obtain all permits required**, for the nature of the work prior to the commencement of work. (**Fees may be waived if City funds are being used to procure the services.)**

T. RECEIVING

1. It is the responsibility of each user department to inspect all goods/services received to determine their conformance with the specifications set forth in the contract.
2. If goods/services are not acceptable, the user department shall contact the Finance Department that the goods or services are not acceptable, and the user department will then proceed to resolve the problem.

U. PROTEST BY VENDORS

1. Bidders or respondents who do not agree with the City's recommendation for

award during the formal bidding process shall be afforded the opportunity to protest the recommendation by submitting written notice to the City Manager.

a. Such notice should be given within five (5) working days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation.

b. Protest shall state the grounds for the protest and the action requested.

c. Bids or proposals not meeting the minimum published requirements (including sealed bids received within the specified time and specifications and/or scope of service) are not subject to protest.

2. The City Manager shall prepare and submit written determination either approving or disapproving the petition. The petitioner shall be furnished a copy of the written determination and recommendation.

3. The City Manager may employ any reasonable means to reach the decision on the petition.

4. Decisions of the City Manager may be appealed to City Council by submission to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Council.

5. A final decision under section R, by the City Council shall be conclusive and shall represent the position of the City.

6. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies award in order to protect the public health, welfare or safety of the City.

V. BONDS

1. There are three (3) major types of bonds used by the City in the competitive procurement process. Those bonds, along with their utilization, are summarized below.

a. Bid Bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the City.

b. Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the terms of the agreement.

c. Payment Bonds for Labor and Material are used to ensure the payment of all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs.

2. Cashier's Checks, Certified Checks or other security deposits, (i.e. irrevocable letter of credit) may be considered as acceptable to the Finance Director and the City Manager.

3. Bid bonds, when required, are generally written in an amount equal to five (5%) percent of the total amount bid while performance and labor and material payment

bonds are normally written in an amount equal to one hundred percent (100%) of the award amount.

4. Bond Requirements:

   a. Performance and Payment Bonds are required for construction/services when estimated costs are $25,000.00 or higher.

   b. Bid, Performance and Payment Bonds are required for construction/services when estimated costs are $100,000.00 or higher.

   c. The City Manager or his or her designee shall make a determination of bond requirements, in writing, on all projects for construction/services when the estimated costs are less than $25,000.00.

W. <u>INSURANCE</u>

1. Certificates of insurance shall be provided by the successful bidder to assure that the City's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, activities or services for the City. Further, the Contractor agrees to hold harmless and indemnify the City for any claims which may arise as a result of the Contractor's actions.

2. Construction and service contractors shall provide evidence of commercial general liability, property damage, worker's compensation and automobile liability coverage. Limits of coverage may vary based on the scope of work.

3. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, worker's compensation and automobile liability coverage.

4. The certificate of insurance shall be issued to:

   City of Destin
   c/o City Clerk's Office
   4200 Indian Bayou Trail
   Destin, FL 32541

5. The certificate shall evidence thirty (30) day cancellation clause and the inclusion of the City of Destin, Florida, as additional insured.

6. Depending on the services requested, additional, specialty coverages, specific limits of coverage may be required at the discretion of the City Manager. The amounts and types of insurance required will be detailed in the bidding document.

<u>FEDERALLY FUNDED PROCUREMENTS</u>

General, Federal Funding Procurements

A. Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses (see Appendix 3, Exhibit L).

Solicitation Prohibitions.

Solicitation requirements may not contain features that unduly restrict competition including, but not limited to:

1. Imposing unreasonable business requirements/qualifications for bidders or offerors.

2. Imposing unnecessary experience requirements for bidders and offerors.

3. Using prequalification procedures (except in the case of qualifications-based procurement for Architect/Engineer services).

4. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if the award is not for the property or services specified for delivery under the retainer contract.

5. Excessive Bonding shall not be permitted. Bid bonds and payment performance bonds shall be required for construction projects in excess of the federal small purchase threshold only.

6. Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.

7. Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographical preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325 (i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers.
8. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

9. Taking any arbitrary action in the procurement process.

Pre-procurement

A. The Procurement Decision Matrix (Appendix 3, Exhibit A) shall be used to determine the most efficient and economical method of purchase.

B. An Independent Cost Estimate (Appendix 3, Exhibit B) is required prior to bidding for all purchases over the micro-purchase threshold and can be obtained by:

1. Design/engineering firm or in-house technical staff for construction work;
2. Published price lists or past pricing with inflation factors;
3. Independent third-party staff member not impacted by the final procurement.

C. Statement of Work Template (Appendix 3, Exhibit C) shall be completed for all piggyback purchases.

D. The Piggybacking Checklist (Appendix 3, Exhibit D) shall be completed for all piggyback purchases. Vendor shall be checked for Conflict of Interest to piggyback purchase.

E. A Sole Source Justification Form (Appendix 3, Exhibit E) and Cost Analysis (Appendix 3, Exhibit F) is required for all sole source purchases. Sole sourcing shall be allowed if:

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;
4. After solicitation of a number of sources, competition is determined inadequate.

F. A review of proposed procurements shall be conducted to avoid purchase of unnecessary or duplicative items and to ensure an economic purchase. This may include breaking out or combining purchases or using annual contracts and performing a lease versus buy analyses to ensure the most economical approach.

G. Qualification based procurements shall be acquired in accordance with The Brooks Act, 40 U.S.C. 11, et seq.

Procurement

A. The City shall ensure that adequate competition exists by confirming that two or more responsible bidders are willing and able to compete effectively for the business.

B. A Cost Analysis (Appendix 3, Exhibit F), Price Analysis (Appendix 3, Exhibit G) and/or Fair and Reasonable Price Determination (Appendix 3, Exhibit H) shall be completed prior to purchase as well as a Procurement Summary (Appendix 3, Exhibit I). The City shall rely on FAR Part 31, Contract Cost Principals and Procedures for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

C. Advertisement shall be once in a newspaper of general circulation in the County not later than the fourteenth day before the day set for receipt of bids.

Post-Bidding

A. Buy America pre and post-delivery audits are required for purchase of rolling stock greater than $100,000.

B. A Responsibility Determination Form (Appendix 3, Exhibit J) and reference check form shall be completed prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether the bidder has the following:

1. The appropriate financial, material, equipment, facility, and personnel resources and expertise available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
2. A satisfactory record of performance;
3. A satisfactory record of integrity;
4. Ability to get bonding and insurance;
5. The legal ability to contract with the City;
6. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to licenses, permits, or organization papers required.
7. Satisfactory status with the City and County.
8. No conflict of interest. An organizational conflict of interest exists, when any of the following occur:

    i. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;
    ii. A contractor's objectivity in performing the contract work is or might be otherwise impaired; or
    iii. The contractor has an unfair competitive advantage.

Contracts

1. Contract Administration. All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with Federal laws and regulations and include all required Federal contract provisions to ensure compliance with those laws and regulations. The Contract Administration procedures in (Appendix 3, Exhibit P) shall be followed for all federally funded contracts.
2. The Procurement History File Checklist (Appendix 3, Exhibit N) shall be used to ensure proper contract administration including, but not limited to:
    a. The executed contract and notice of award;
    b. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
    c. Contract-required insurance documentation;
    d. Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
    e. Notice to proceed;

f. Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
g. Modifications/changes to the contracts including the rationale for the change, change orders or amendments issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
h. Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority of the settlement amount;
i. Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
j. Documentation relating to contract closeout.

A. The Contract Clause Matrix (Appendix 3, Exhibit K) shall be used to determine Federally Required Contract Clauses (Appendix 3, Exhibit L) to be included with each contract.

B. Time and Materials contracts shall only be allowed, in the following instances:

1. After determination that no other contract type is suitable,
2. The contract specifies a ceiling price that the contractor may not exceed except at its own risk.

C. Davis-Bacon prevailing wage and hour restrictions shall apply to all construction contracts exceeding $2,000.

D. Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be allowed.

E. A change order/amendment review checklist (Appendix 3, Exhibit M) shall be completed for all Contract Change Orders/Amendments. All out-of-scope Contract Change Orders/Amendments shall include the following:

1. An independent estimate and cost analysis prepared by the Architect/Engineer or Project Manager,
2. The contractor's proposal,
3. Meeting minutes discussing the change order and written evidence of negotiations,
4. Evidence of Board approval prior to initiation of work (if applicable),
5. Change order form signed by all parties.

Cardinal Changes (tag-ons) defined as a change which cannot be redressed within the contract (base and option) as it was not bargained for when originally advertised, competed, and awarded, whether for the use of the buyer or for others, and then treating the add-on portion as though it met the requirements of competition shall not be allowed.

F. Revenue Contracts. A revenue contract is a contract in which the County or sub-recipient provides access to public transportation assets for the primary purpose of either producing revenues in

connection with an activity related to public transportation or creating business opportunities with the use of FTA assisted property. The County or sub-recipient shall provide opportunities as follows:

1. Limited Contract. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

2. Open Contract. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

The requirements for competitive selection procedures apply to all business opportunities including all revenue generating contracts. The competitive process may consist of a formal bid or proposal process and the City shall document how competitive requirements were met.

G. Options. Contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its purposes. An option to unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.

Protest Procedures

A. The procedure outlined in Section 31 shall be followed. The granting agency (for example: the FTA) shall be notified in writing within seventy-two (72) hours or receipt of a protest in instances when all or part of the funding for the contract is by the granting agency. The granting agency shall be copied on all subsequent responses to the protest and appeals filed in accordance with this Section.

APPENDIX 3 – FEDERAL PROCUREMENT FORMS AND MATERIALS

ATTACHMENT 3, EXHIBIT A: Procurement Decision Matrix

ATTACHMENT 3, EXHIBIT B: Independent Cost Estimate

ATTACHMENT 3, EXHIBIT C: Statement of Work (SOW) Template

ATTACHMENT 3, EXHIBIT D: Piggybacking Checklist

ATTACHMENT 3, EXHIBIT E: Sole Source Justification Form

ATTACHMENT 3, EXHIBIT F: Cost Analysis Form

ATTACHMENT 3, EXHIBIT G: Price Analysis

ATTACHMENT 3, EXHIBIT H: Fair and Reasonable Price Determination

ATTACHMENT 3, EXHIBIT I: Procurement Summary

ATTACHMENT 3, EXHIBIT J: Responsibility Determination Form

ATTACHMENT 3, EXHIBIT K: Contract Clause Matrix

ATTACHMENT 3, EXHIBIT L: Federally Required Contract Clauses

ATTACHMENT 3, EXHIBIT M: Change Order Review Checklist

ATTACHMENT 3, EXHIBIT N: Procurement History File Checklist

ATTACHMENT 3, EXHIBIT O: Procurement File Checklist

ATTACHMENT 3, EXHIBIT P: Contract Administration

ATTACHMENT 3, EXHIBIT Q: 2 CFR §200.236 & 2 CFR Part 200 Appendix II

ATTACHMENT 3, EXHIBIT R: FEMA Checklist for Reviewing Procurements

EXHIBIT A: PROCUREMENT DECISION MATRIX

Micro-purchase

Amt. < $10,000 ☐
Multiple Sources ☐

Competitive Procurement

Amount > $3,500 ☐
Not an Emergency ☐

Sole Source

Approved by FTA ☐
OEM, Custom Item **OR** ☐
Only One Source **OR** ☐

Lease vs Buy Analysis (attach if applicable) ☐

Competition Inadequate after Solicitation **OR** ☐
Emergency/Public Exigency ☐

Small Purchase

Amount < $150,000 ☐
Complete and Adequate Specification or Description ☐
Two or more quotes available ☐

Sealed Bid (IFBs)

Complete and Adequate Specification or Description ☐
Two or more responsible bidders willing to compete ☐
Selection can be made on the basis of price alone ☐
Firm Fixed Price Contract ☐
No discussion with bidders required after receipt of bids ☐
Construction – design-bid-build (design-build shall not be permitted) ☐

Type of Contract

Fixed price ☐
Firm fixed unit prices ☐
Cost plus fixed fee ☐
Time and materials ☐
Blanket purchase order ☐
Indefinite Delivery Indefinite Quantity (IDIQ) ☐

Competitive Proposals (RFPs)

Complete Specifications Not Feasible ☐
Bidder Input Needed ☐
Two or more responsible bidders willing to compete ☐
Discussion needed with bidders after proposals ☐
Fixed price can be set after discussions ☐

EXHIBIT B: INDEPENDENT COST ESTIMATE

Contract Type: *Date of Estimate:*
Description of Goods / Service:

Method of Obtaining the Estimate:
I have obtained the following estimate from….

- ○ Published Price List / Past pricing (date)_____
- ○ Engineering or technical estimate
- ○ Independent Third-Party estimate
- ○ Other (specify)_____

Cost Estimate Details:
Through the method stated above it has been determined that the total cost of the goods/services is expected to be: $_____. Details are shown below.

Cost of Standard Items

A

Product	Cost ($/ea) Delivered	Cost ($/ea) No Freight	Notes / Data Source

Cost of Services, Repairs, or Non-Standard Items

B

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total

Signature of Preparer:
The preceding cost estimate was obtained or prepared by: _____

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

EXHIBIT C: STATEMENT OF WORK TEMPLATE

Statement of Work Title: [Type text]

1.0 Project Background

- Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.
- Short statement of the problem to be resolved
- Expected project duration
- Transit Agency organizational units and/or key individuals involved in managing the project
- Alternative solutions or implementation strategies evaluated

a) Transit Agency requires these products and/or services due to:

b) Transit Agency is attempting to complete a project on and requires supplier/contractor assistance in the:

c) The completion of this work will help Transit Agency:

Statement of Work Title: [Type text]

1.0 Project Background

Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.
Short statement of the problem to be resolved
Expected project duration
Transit Agency organizational units and/or key individuals involved in managing the project
Alternative solutions or implementation strategies evaluated

a) Transit Agency requires these products and/or services due to:

b) Transit Agency is attempting to complete a project on and requires supplier/contractor assistance in the:

c) The completion of this work will help Transit Agency:

2.1 Results

Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.

2.2 Anticipated Benefits

Describe what the organization will gain through completion of this project.
2.3 Business Processes Impacted
Review major changes in the way work will be conducted once the project is complete (if any).
2.4 Customers / End Users Impacted
Identify the specific individuals or groups whose work will be most affected during and after the project's execution.
3.0 Applicable Documents
List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.
List any publications, manuals, and regulations that the supplier / contractor must abide by: a) [Type text] b) [Type text] c) [Type text] Definitions and Acronyms:
4.0 Summary of Requirements
These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work. List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use "work" words, such as:

1) Review…

2) Analyze…

3) Repair…

4) Install…

5) Construct…

All tasks should have quantifiable or observable results.

5.0 Schedule and Deliverables

List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.

Milestone or Major Project Deliverable	Planned Completion Date

6.0 Quality Assurance Plan

Explain what the Transit Agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

a) All milestones or services will be achieved, and all reports will be submitted on time in accordance with Section 5.0 of this SOW.

a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.

c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.

d) Specific quality requirements for this contract are as follows:

1) On time delivery= [Type text]

2) Acceptable quality = [Type text]

3) Responsiveness = [Type text]

4) Service Level = [Type text]

EXHIBIT D: PIGGYBACKING CHECKLIST

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications' required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		
13. Were geographical preferences included in the original solicitation/contract?		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"*

EXHIBIT E
SOLE SOURCE PURCHASE FORM

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase, if, there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Date:_____PR No.:_____Requestor:_____Phone No.:_____

Department/Division:_____

Item Description:_____

Vendor:_____

Vendor's Address:_____

Vendor's Telephone No.:_____Point of Contact:_____

Sole Source Justification: (Please attach justification)_____

Check One:

_____The item is available only from one vendor (sole source justification is attached).

_____Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

_____ _____

Requesting Department Director Signature **Date**
(Or Designee)

REVIEW BY FINANCE DEPARTMENT

Finance Department Comments:_____
_____
_____
_____

_____ _____

Finance Director Signature **Date**

Approved:_____ **Denied:_____**

EXHIBIT E (1)

SINGLE SOURCE PURCHASE FORM

A single source means that a commodity or service can be purchased from multiple sources, but in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date:_____PR No.:_____Requestor:_____Phone No.:_____

Department/Division:_____

Item Description:_____

Vendor:_____

Vendor's Address: _____

Vendor's Telephone No.:_____Point of Contact:_____

Single Source Justification: (Please attach justification)_____

Check One:

_____The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

_____The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a) (1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

_____ Other. Additional justification required.

_____ _____

Requesting Department Director Signature **Date**
(Or Designee)

REVIEW BY FINANCE DEPARTMENT

Finance Department Comments:_____
_____
_____

_____ _____

Finance Director Signature **Date**

Approved:_____ **Denied:_____**

EXHIBIT F: COST ANALYSIS FORM

PAGE OF

COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts)
(See Instructions below)

SOLICITATION #	SUPPLIES AND/OR SERVICES TO BE FURNISHED
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE	
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED	APPROVAL SIGNATURE

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL	Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
A. PURCHASED PARTS				
B. SUBCONTRACTED				
C. OTHER - (1) RAW				
(2) STANDARD COMMERCIAL ITEMS				
TOTAL DIRECT MATERIAL				
2. MATERIAL OVERHEAD (RATE				

3. DIRECT LABOR	ESTIMATED HOURS	RATE/ HOUR	Vendor A ($)	Vendor B ($)	Independent Estimate	Variance
TOTAL DIRECT LABOR						

4. LABOR OVERHEAD		Vendor A $)	Vendor B $)	Independent Estimate	Variance
OH Rate					
X BASE (labor total above)					
TOTAL LABOR OVERHEAD					

5. OTHER DIRECT COSTS	Vendor A ($)	Vendor B ($)	Independent Estimate	Variance
A. SPECIAL				
TOTAL SPECIAL				

B. TRAVEL				
(1) TRANSPORTATION				
(2) PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A ($)	Vendor B ($)	Independent Estimate	Variance
C. INDIVIDUAL CONSULTANT SERVICES				
TOTAL INDIVIDUAL CONSULTANT SERVICES				
D. OTHER				
TOTAL OTHER				
E. SUBTOTAL DIRECT COST AND OVERHEAD				
6. GENERAL AND ADMINISTRATIVE (G&A) RATE %				
X $ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
8.*SUBTOTAL ESTIMATED COST*				
9. CONTRACT FACILITIES CAPITAL AND COST OF				
10. *SUBTOTAL ESTIMATED COST*				
11. FEE OR PROFIT				
12.T*OTAL ESTIMATED COST AND FEE OR PROFIT*				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

FEDERAL COST PRINCIPALS

Costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the CITY. Chapter IV, Section 4 C4220.1F states FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

ANALYSIS GUIDELINES

1. DIRECT MATERIAL

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General & Administrative (G&A) (Item 6).

3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. OTHER DIRECT COSTS

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than $250, analyze the following information for each separate royalty or license fee; name and address of licenser; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

EXHIBIT G: PRICE ANALYSIS

PO / Contract: _____

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)

____ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)

____ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

____ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

DATE:_____ PREPARED BY _____

Attachments:

EXHIBIT H: FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

_____ Found reasonable on recent purchase.

_____ Obtained from current price list.

_____ Obtained from current catalog.

_____ Commercial market sales price from advertisements.

_____ Similar in related industry.

_____ Personal knowledge of item procured.

_____ Regulated rate (utility).

_____ Other.

Comments:

_____

_____

_____

_____ Copy of purchase order, quotes, catalog page, price list, etc. is attached.

_____

Purchasing Agent

_____

Date

EXHIBIT I: PROCUREMENT SUMMARY

PROCUREMENT MEMORANDUM

Date: _____ Completed by: _____

PO / Contract No. _____

Source of Funding: _____

Method of Procurement

Micro Purchase: _____ Competitive RFP: Competitive Bid:

Small Purchase: _____ A&E Services: Sole Source:

Adequate # of Sources Yes/No and #

Justification if Non-Competitive:

Reason for the Procurement

Contract Type: _____

Rationale for contract type: _____

Reason for Contractor selection or rejection: Lowest responsive, responsible bidder: _____

Evaluation results

Basis for Contract Price:

Accepted contractor's proposed pricing:

Negotiated Price (attached memorandum) _____

Other: _____

Cost / Price Analysis:

The price offered by the supplier was within_____% of the independent estimate, and variance between the offerors constituted a range of_____. The competitive range was determined to be from $_____

Pricing discrepancies between the offers was attributed to _____

Other sources/data used to affirm price reasonableness were_____

EXPLAIN:

Evaluation of Options, if any:

Exercise of Options, if any:

Summary of Responsibility and Responsiveness Checks

Award

Date of contract award:

Board Approval (Attach Meeting Minutes):

Change Orders

Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

EXHIBIT J: RESPONSIBILITY DETERMINATION FORM

Bid/RFP No: _____
Supplier: _____
Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

		Acceptable	Comment
1.	Appropriate financial, equipment, facility, and personnel	Δ Yes Δ No	_____
2.	Ability to meet the delivery schedule	Δ Yes Δ No	_____
3.	Satisfactory period of performance	Δ Yes Δ No	_____
4.	Satisfactory record of integrity, not on debarred or suspended listings	Δ Yes Δ No	_____
5.	Receipt of all necessary data from supplier	Δ Yes Δ No	_____

6. System for Award Management (SAM) check Δ Yes Δ No _____
_____
_____
_____

7. Conflict of Interest Δ Yes Δ No _____
_____
_____
_____

EXHIBIT K: CONTRACT CLAUSE MATRIX

APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS
(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination *	>$10,000 if 49 CFR Part 18 applies	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA) *	>$10,000	>$10,000	>$10,000	>$10,000	>$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000	>$100,000	>$100,000
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
Davis-Bacon Act				>$2,000 (including ferry vessels)	

Contract Work Hours and Safety Standards Act		>$100,000 (except transportation services)	>$100,000	>$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding $2,000 (including ferry vessels)	
Bonding				$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights**	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring $10,000 or more per year		Contracts for items designated by EPA, when procuring $10,000 or more per year	Contracts for items designated by EPA, when procuring $10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States
DHS Seal, Logo, Flags	All FEMA	All FEMA	All FEMA	All FEMA	All FEMA
Compliance with Federal Law, Regulation & Executive Orders	All FEMA	All FEMA	All FEMA	All FEMA	All FEMA

*APPLIES TO ALL FEMA CONTRACTS NO MATTER THE AMOUNT

** DOES NOT APPLY TO FEMA PUBLIC ASSISTANCE WORK CONTRACTS

EXHIBIT L: FEDERALLY REQUIRED CONTRACT CLAUSES

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Nonprocurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment
33. Occupational Safety and Health Act Compliance
34. Fair Labor Standards Act
35. Texting When Driving
36. E-Verify

1. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the

U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA- funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49

C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.
Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.
Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

_____

3. CHARTER BUS REQUIREMENTS
49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts
The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements
The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language
The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts
The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements
The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language
The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4.CARGO PREFERENCE REQUIREMENTS
46 U.S.C. 1241
46 CFR Part
381

Applicability to Contracts
The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down
The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language
The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49

CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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7. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Applicability to Contracts
The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow Down
The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language
While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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8. BUS TESTING
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts
The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow Down
The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language
Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the

identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS
49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America

Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49

C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

10. LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts
The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down
The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language
Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995,

P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

EXHIBIT A, 49 CFR PART 20--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 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than

$10,000 and not more than $100,000 for each such expenditure or 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. A 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

11. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts
Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down
FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language
The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA 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. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $150,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees	None	Those	None	None	None	None
a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	None unless[1] non-competitive award	imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II Non-State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

[1] 49 USC 5325 (a)

[2] 49 CFR 633.17

[3] 18 CFR 18.36 (i)

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12. FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts
The Federal Changes requirement applies to all contracts.

Flow Down
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language
No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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13. BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to 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. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;

(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first-tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
(iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or

faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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14. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts
The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down
The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Model Clauses/Language
No specific language is required. FTA has proposed the following language.

Clean Air - (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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15. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts
The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new

regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

1. Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29

CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage

rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as

part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [***insert name of grantee***] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [***insert name of grantee***] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [***insert name of grantee]*** for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, and Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side

of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit

Administration or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration 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 the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards

provisions of this contract shall not be subject to the general dispute's clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

2. Contract Work Hours and Safety Standards

(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 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 grantee***) 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 paragraphs (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.

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18. [RESERVED]

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19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801
et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose

the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a

project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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21. TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down
The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language
FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) the (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for

services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) if the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall

terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) the (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) the (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

> This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
>
> The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

23. PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts
When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down
The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

Model Clause/Language
The text of the following clause has not been mandated by statute or specific regulation but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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24. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts
The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29
U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C.

§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

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25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part
18 FTA
Circular
4220.1E

Applicability to Contracts

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will

be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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26. PATENT AND RIGHTS IN DATA
37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty- free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the

Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS
49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts
The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down
These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language
Since no mandatory language is specified, FTA had developed the following language:

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §

5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the
U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **%.** A separate contract goal **[of % DBE participation has] [has not]** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (*see* 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors**

within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language**:**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. 85331
49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Testing
Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and
Alcohol
Testing
Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and
Alcohol
Testing
Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

32. VETERAN'S
PREFERENCE Chapter IV, 2.c.
(1)(c) C4220.1F of FTA C 4220.1F

Contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

33. OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

34. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

35. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

36. E-VERIFY

Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

a. All new employees.

i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency

pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top-secret information in accordance with the National Industrial Security Program Operating Manual; or?

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security

Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

EXHIBIT M: CHANGE ORDER REVIEW CHECKLIST

Date _____

Contract Number _____

Contractor _____

Contract Title _____

Reviewer _____

New Contract Total _____

Change Order Number _____

Dollar Value Increase _____

Length of Time Extension Granted _____

New Performance Period End Date _____

Change Order Checklist	Category			Comment
	ND	D	N/A	
1. In-House Estimate Prepared				
2. Project Manager Approval				
3. AWO Scope Meeting Held	INCLUDED			
3a. Scope of Change Adequate for Bidding				
4. Contractor Proposal Includes Impact Costs, Price				
5. Cost Analysis Conducted				
5a. If Price>10% of ICE, Evidence of MTA President Approval				
6. Negotiation Memorandum				
7. Written Record of Change				
7a. Signed Change Order in File				
8. Evidence of Board Approval Prior Initiation of Changed Work				
9. Notice to Proceed in file				
10. Work Authorized within Contract Scope				
11. No Evidence of Arbitrary Action				

Other Comment

EXHIBIT N: PROCUREMENT HISTORY FILE CHECKLIST

CONTRACT NUMBER _____
CONTRACTOR NAME _____
CONTRACT AWARD DATE _____
CONTRACT AMOUNT _____
CONTRACT START DATE -

		Responsible	In File	N/A
1	Procurement Request	Transit		
	Funding/Accounting Code	Transit		
2	Independent Cost Estimate	Transit		
3	Statement of Work (spec)	Transit		
4	Procurement Plan & Timeline	Transit		
5	Single Source Justification	Transit		
6	Market Research Documents	Transit		
7	Bidders List	Purchasing		
8	Source Selection Plan & Docs	Purchasing		
9	Solicitation & Amendments	Purchasing		
10	Pre-solicitation approvals	Transit		
11	Advertising	Purchasing		
12	Pre-bid or proposal conference notes/Q&A	Purchasing		
13	Bid/proposal & solicitation amendment ack	Purchasing		
14	"no bid" letters or offeror disqualification	Purchasing		
15	Cost or price analysis	Transit		
16	Negotiation memo	Transit		
17	Source selection report & related docs	Purchasing		
18	Contractor responsibility determination	Transit		
19	Required award approvals	Transit		
20	Notice of Intent to Award	Purchasing		
21	Protests	Purchasing		
22	Signed (conformed) contract	Purchasing		
23	Contract modifications	Purchasing		
24	Option exercises & related documents	Purchasing		
25	Contract data and reports	Transit		
26	Complaint & performance reports	Transit		
27	Documentation concerning pre or post award mistakes in bid	Purchasing		
28	Invoices/Vouchers	Transit		
29	Other Correspondence	All		
30	General Contract Correspondence	All		
31	Contract Close Out	Transit		

EXHIBIT O: PROCUREMENT FILE CHECKLIST
CITY OF DESTIN
PROCUREMENT FILE CHECKLIST

	Completed By	Date
Decision Matrix		
ICE		
Federal Clauses		
Terms and Conditions		
Advertised		
Bid Abstract		
Cost/Price Analysis		
Responsibility Determination		
Fair & Reasonable Determination		
SAM Excluded Parties		
Conflict of Interest*		
Buy America		
Pre-Award		
Post Delivery		
Construction		
Bid Bond		
Performance & Payment Bond		

*no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

EXHIBIT P
CONTRACT
ADMINISTRATION

Procedures for FTA AND OTHER FEDERAL-

Specific Procurements Cost/Price Analysis:

Responsible Staff: Procurement staff (or project manager for construction contracts)
Applicable to: ALL FTA AND OTHER FEDERAL-funded Procurements

A cost or price analysis must be performed for every procurement. The City may use the following resources as guidance in performing cost or price analysis:

- FTA's "Best Practices Procurement Manual"
- The National Transit Institute Course, "Cost or Price Analysis and Risk Assessment"
- Pricing Guide for FTA Grantee, FTA
  Website:
  http://www.fta.dot.gov/documents/Helpline
  _Price_Guide.doc
- FAR Part 31, Contract Cost Principles and Procedures 3.3.16
- 2 CFR PART 200

Cost Analysis: A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements including contract modifications or change orders.

A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost such as professional consulting and architectural and engineering services contracts). A cost analysis includes verifying the proposed cost data, the projections of the data and the evaluation of specific elements of cost and profit.

Cost Analysis for Professional, Consulting, and Architectural and Engineering Services: This method is most often used to contract for professional, consulting, and architect/engineering (A/E) services. (See 24 CFR 85.36(d)(3) for a definition). An evaluation of the reasonableness of the price is also required under Florida's' Consultants Competitive Negotiations Act (CCNA).

To determine the reasonableness of proposed costs, the City shall obtain cost breakdowns from the offerors showing all the elements of their proposed total costs. The overall objective should be to negotiate total prices that are fair and reasonable.

Cost Analysis for Construction and Construction Management Contracts: This includes all contracts and contract modifications negotiated based on cost for construction management or construction, alteration or repair of buildings, transit facilities, or other kinds of real property.

Construction contracts awarded using sealed bidding do not require cost analysis, but construction contracts awarded using any method other than sealed bidding, and all modifications to construction contracts require cost analysis.

Price Analysis: A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price. The City shall annotate a finding of fair and reasonable pricing and state the most common reasons why this was so, such as catalog or market price offered to the general public, regulated price, or a comparison with recent prices for similar goods and services.

Price Analysis for Micro-Purchases: for purchases of $10,000 or less, the City will simply annotate how the City made its price fairness and reasonableness determination (e.g. professional market experience, market trend, previous purchase, and catalog price). FTA does not require the rationale for the procurement method used, selection of contract type, required of the purchase exceeding the Micro-Purchase threshold.

Price Analysis for Sealed Bidding or Competitive Quotes: As the preferred method for contracting for supplies, equipment and construction, the competitive pricing forces of the marketplace determine the reasonableness of the low price obtained through sealed bidding. Nevertheless, the City should always compare the independent cost estimate to the low competitive bid received. In the event they are significantly different, the City will need to verify that either the estimate or the market price is valid. Otherwise, no further price or cost analysis is required under sealed bidding.

Audits and Indirect Costs: As required by 49 U.S.C. Section 5325(b)(3), all FTA AND OTHER FEDERAL assisted contracts and subcontracts including program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a contractor cannot incur and invoice the City any unallowable, unallocable, or unreasonable costs prohibited by the FAR and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles.

The recipient and the third party contractor, its subcontractors and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

Buy America: Buy America regulations apply to FTA AND OTHER FEDERAL assisted procurements exceeding $100,000 for iron, steel, manufactured goods, or rolling stock, Buy America regulations require the contractor to provide goods produced or manufactured in the US, unless FTA has granted a waiver authorized by those regulations.

Goods that the contractor acquires to perform its construction activities for the City, such as tools, machinery, and other equipment or facilities, is not covered by Buy America Act.

INDEPENDENT COST ESTIMATE (ICE)

Responsible Staff: Procurement staff (or project manager for construction contracts)
Applicable To: Construction Bids funded by the FTA AND OTHER FEDERAL

Purpose

Before the City receives a bid, or a proposal that includes price, or a cost proposal either as a submittal or for negotiating a contract, contract amendment, or sole source contract, the City shall prepare an Independent Cost Estimate (ICE). The ICE is an estimate of the cost of performing the work. An Independent Cost Estimate (ICE) is required for every procurement that requires a price or cost analysis. A Micro Purchase is exempt from the ICE requirement.

Procedure

The independent cost estimate does not have to be complicated, but it should be reasonably accurate. The ICE should be broken down for each bidding schedule item. Sources of information for putting together the ICE are: prior bids or contracts for similar scopes of services; published price lists; hourly rates from similar service providers; prior bids or rates received from other agencies; and industry standards such as design as a percentage of construction. Whatever sources the City used to put its budget in place to begin with may also be used when appropriate.

The City shall develop an ICE for all purchases BEFORE the procurement process begins. The City should develop source information and cross-check that information with independent sources outside and inside the organization to evaluate its currency, accuracy, completeness, and relevancy. Disciplined cost estimating ensures that the ICE is credible, dependable, and complete, as it is used as input to the budget planning process, future procurement, and cost saving measurement.

MICRO PURCHASE PROCEDURES

Responsible Staff: Procurement staff (or project manager for construction contracts)
Applicable To: All FTA AND OTHER FEDERAL-funded Purchases of $3,500 or less

Purpose

To define and establish purchasing requirements for Goods or Services costing less than $3,500 where FTA AND OTHER FEDERAL funds are involved.

Procedure

Identify Potential Vendor(s): The City is generally responsible for identification of vendors. Typical resources are catalogues, yellow books and other publications. Even for this micro dollar amount, the City departments must seek Small Businesses or DBEs. Purchasers should avoid splitting larger dollar amount purchases into micro purchases to avoid competition. Purchasers should equitably distribute repeated micro purchases among as many qualified local suppliers as is reasonable.

Method of Procurement: All Micro Purchases can be made by Purchase Order.

Documentation: Minimum documentation required is statement that the price is fair and reasonable. Purchasers must obtain a receipt or other documentation of the purchase.

Exception: The Micro purchases under $10,000 are exempt from FTA's Required Third Party Clauses including Buy America requirements. However, Davis-Bacon Act that requires contractors to pay wages at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor will apply to all FTA-funded construction contracts exceeding $2,000.

SMALL PURCHASE PROCEDURES

Responsible Staff: Procurement staff (or project manager for construction contracts)
Applicable To: All FTA AND OTHER FEDERAL-Funded Procurements between $10,000 and $150,000

Purpose

Small Purchase procedures are used to purchase equipment, materials, supplies, and services.

Procedure

All purchasing procedures, rules, and regulations must be followed and the City will review all quotes prior to issuance of a Purchase Order (PO) number. For purchases up to $35,000, verbal quotes are acceptable. Small Purchases valued over $35,000 require formal bid.

The City shall make good-faith efforts to locate DBE's and Small Businesses. The City may review a procurement request to determine if it can be fulfilled by using either an existing State contract or "piggybacking" onto another public agency contract before soliciting quotes. The City will attach the appropriate state and federal terms, conditions, forms, and certifications to the PO. Refer to Exhibit D, Piggybacking Checklist.

After quotes or proposals are received but prior to award, the City will identify the firm that provided the lowest priced responsive offer. The City will concurrently determine if the offeror is responsible and eligible for contract award.

A responsible offer for a small purchase is an offer that meets the following standards:

- Able to meet the proposed delivery or performance schedule
- Not deficient in current or recent contract performance with the City
- Has the requisite organization, experience, quality controls, technical skills or the ability to obtain them?
- Has the requisite human resources, equipment and facilities or is able to obtain them for construction or public works
- Able to meet the required bonding requirements for construction or public works.
- Is qualified to receive an award under applicable state and federal laws and regulations (i.e. current business and professional licenses and permits)
- Not listed on any State and Federal lists of debarred, suspended, or ineligible firms or individual

For A&E purchases under the Small Purchase threshold, the City shall comply with the Brooks Act and the Florida CCNA by ensuring that price is NOT an evaluation factor and that only qualifications are evaluated.

The City will contact the successful firm and request applicable insurance certificates and other mandatory documents. Upon receipt of such documents, the City may issue a PO. The PO must state all applicable commercial, technical, and legal terms and conditions, including delivery and contract end dates.

Upon receipt of the products or services, the requestor inspects and accepts the deliverables, approves the invoice for payment and submits it to Accounts Payable for payment. The requestor shall notify the City if items are not received in the time and manner indicated on the PO, if the wrong items are received or any other concerns.

COMPETITIVE BIDS

Responsible Staff: Procurement staff (or project manager for construction contracts)
Applicable To: FTA AND OTHER FEDERAL-Funded Purchases in excess of the County's small purchase threshold or Construction Contracts of Any Size

Purpose

This method will be used to procure goods, services, equipment, materials, non-professional services, and construction contracts when the value of the contract is over the City's small purchase threshold. Award will be made to lowest priced bidder that submits a responsive offer and the bidder has demonstrated capacity to perform the work to be generally considered a responsible bidder. This procurement method does not permit consideration of qualitative factors in a competitive environment or negotiations with bidders. An Invitation for Bids (IFB), also called "Sealed Bids" is the solicitation method. The typical resultant contract type is a firm fixed price, fixed price variation, lump sum, or unit price.

Procedure

Preparing the IFB. The IFB must describe the requirements of the City clearly, accurately, and completely. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders are prohibited. The invitation includes all documents (whether attached or incorporated by reference) furnished to prospective bidders for bidding.

The City submits an approved requisition, Statement of Work or Scope, and ICE to Purchasing. Depending on the complexity of the requirement, the City should collaborate with all necessary Departments and Outside Agencies at the earliest stages of requisition and scope development.

The City must develop procurement requirements such as procurement schedule; risk; insurance; subcontracting opportunities; scope and delivery schedule; bid pricing schedule; FTA-specific funding source requirements; whether a pre-bid conference is needed and other items of critical nature. A DBE goal may be established at this time.

The City drafts an IFB, including the clauses required by law or by regulation and any additional clauses expected to apply to any resulting contract including FTA clauses, prevailing wage, etc.

Advertising the IFB: The City shall prepare advertisement synopsis for The Vero Beach Press Journal and full IFB packages to publish on the DemandStar e-bid system. The City should ensure the advertisement attracts competition. The City must ensure the advertisement meets any statutory or regulatory requirements, provides adequate time for bidders to submit an offer, and provides clear instruction on how to obtain the full solicitation packet and the due date for submission of offers.

Amending the IFB: All requests for information / questions must be routed directly to the City; written clarification and addendum will be issued by the City when necessary. The City shall review and approve all clarifications and addenda prior to issuance.

If it becomes necessary to make changes in quantity, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous item of the solicitation, such changes shall be accomplished by amendment of the invitation for bids via addenda. The fact that a change was mentioned at a pre-bid conference does not relieve the necessity for issuing an addendum. Addendums shall be sent, before the time for bid opening, to everyone to whom the IFBs have been furnished. Before amending an IFB, the time remaining until bid opening and the need to extend this period shall be considered. When only a short time remains before the time set for bid opening, consideration should be given to notifying bidders of an extension of time by telephone. Such extension must be confirmed in the addenda.

Any information given to a prospective bidder concerning an IFB shall be furnished promptly to all other prospective bidders as an addendum to the invitation (1) if such information is necessary for bidders to submit bids or (2) if the lack of such information would be prejudicial to uninformed bidders. The information shall be furnished even though a pre-bid conference is held.

Pre-bid Conference: A pre-bid conference may be conducted, generally in a complex procurement, as a means of briefing prospective bidders and explaining complicated specifications and requirements to them as early as possible after the invitation has been issued and before the bids are opened. It should not be used as a substitute for amending a defective or ambiguous IFB.

Submission of Bids: Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids. Bids shall be submitted so that they will be received at the location designated in the IFB and not later than the exact time set for opening of bids.

Bid Opening: Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids in accordance with the IFB instructions to be considered "responsive". Bids shall be submitted so that they will be received as designated in the IFB not later than the exact time set for opening of bids.

All bids (including modifications) received before the time set for the opening of bids shall be kept sealed and secure. Except as otherwise provided herein, bids shall not be opened or viewed, and shall remain in a safe and secured area. If an invitation for bids is cancelled, bids shall be returned unopened to the bidders. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure before bid opening.

The City shall announce when the time set for opening bids has arrived. The City shall then (1) personally and publicly open all bids received before that time, (2) read the bids and the ICE aloud to the persons present, and (3) have the bids recorded. The original of each bid shall be carefully safeguarded, particularly until the abstract of bids required has been made and its accuracy verified.

A bid opening may be postponed when:

The City has reason to believe that the bids of an important segment of bidders have been delayed in the mail, or in the communications system specified for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes); or Emergency or unanticipated events interrupt normal the City processes so that the conduct of bid opening as scheduled is impractical.

At the time of a determination to postpone a bid opening, an announcement of the determination shall be publicly posted. If practical before issuance of a formal amendment of the IFB, the determination shall be otherwise communicated to prospective bidders who are likely to attend the scheduled bid opening.

Evaluation of Bids To be considered for award, a bid must comply with all requirements stipulated in IFB. Such compliance enables bidders to stand on an equal footing and maintain the integrity of the sealed bidding system.

Bids should be filled out, executed, and submitted in accordance with the instructions in the invitation.

If a single bid is received or if competition is inadequate, the City shall examine the situation to determine the reasons for the inadequate number of responses. Award may be made notwithstanding the limited number of bids. However, the City shall initiate, if appropriate, corrective action to increase competition in future solicitations for the same or similar items. If only one bid has been received, the City has an option follow the sole source procurement procedure discussed in this Manual.

The County shall determine that a prospective contractor is responsible and that the prices offered are reasonable before awarding the contract. A price analysis shall be performed in all cases. The price analysis should reveal whether there is a significant difference in the price of the bids. In evaluating the bids for responsiveness, the City shall create an abstract of bids, verifying pricing and summarizing the Bidder's compliance with responsiveness issues and the bid prices. The project manager will check the SAM database to ensure that no bidders are listed excluded parties and a copy shall be printed for the file. Should an excluded party be identified, the project manager shall notify the chief executive officer and/or legal office and will remove said bid by an excluded party from consideration. For construction bids, the City shall verify that the Contractor was licensed by the State prior to submitting its bid.

If applicable, the City shall issue the standard bid evaluation letter to the apparent low bidder requesting material to be submitted prior to Bid Evaluation Conference.

Contract Award the City shall make a contract award by written or electronic notice within the time for acceptance specified in the bid or an extension to that responsible bidder whose bid, conforming to the invitation, will be most advantageous to the City, considering only price and the price-related factors included in the IFB.

Single Bid or Proposal. Upon receiving a single bid or proposal in response to a solicitation, the City should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal. The City acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the City's control. Many unrelated factors beyond the City's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, the City's competition requirements will be fulfilled, and the procurement will qualify as a valid sole source.

If an item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced, the City must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers. FTA does not permit proprietary procurements unless it meets the sole source justification criteria stipulated in FTA Circular 4220.1.F.

If spare parts, replacement parts and maintenance contracts for existing equipment and systems where only proprietary items/ services are compatible with existing equipment and systems and where such items and services can be acquired only from the manufacturer or from a single distributor or licensee and all other alternatives are exhausted, they may be acquired, ordered or paid in the best interests of the City.

The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations: With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement

constitutes approval of those arrangements. In such cases, FTA expects the City to use competition, as feasible, to select other participants in the project.

To ensure that the City has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances: To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.

Transit Service Bids the City shall use a competitive process to solicit and award a contract for the provision of transit service. Said process will include the issuance of a Request for Proposals (RFP) in coordination with the City's Purchasing Department. Contracts for transit service provision shall cover a five-year period with provisions to allow extensions for up to an additional five years. Whenever feasible, such contracts will be timed to coincide with the five-year Community Transportation Coordinator (CTC) contract. The current CTC contract is effective until June 30, 2018.

PIGGYBACKING

Responsible Staff: Procurement staff, Transportation Manager
Applicable To: All FTA AND OTHER FEDERAL-Funded Procurements of equipment, materials, supplies, and services

Purpose

Establish agreements and contracts by taking advantage of existing contracts awarded by other governmental entities for goods and services that the City currently needs.

Piggybacking is defined by the FTA Circular 4220.1.F as: "Piggybacking" is an assignment of existing contract rights to purchase supplies, equipment, or services.

Procedure

For FTA AND OTHER FEDERAL assisted projects, the City shall obtain a copy of the entire contract of the outside governmental entity and review it carefully to determine if it contains the provisions required by FTA Circular 4220.1F. This is an important first step, because the requirements of the Circular apply to procurements made through inter-governmental contracts and assignments. If a required Federal clause is not included in the contract, the City may add them to the City's contract.

Confirm that the original contract contains an express assignability clause that provides for the assignment of all or part of the specified deliverables. FTA's policy is that the original solicitation must contain an express notification to all bidders that an assignment would be possible under the terms of the contract. Such a notification would put the bidders on notice that they would likely be called upon to deliver all of the deliverable items, both the base as well as the option quantities. The assignment clause would thus be an important factor in the original competitive bidding. If the contract does not contain an express assignability clause, piggybacking is not permitted.

Determine that the contract is still in effect.

Determine that the specifications in the existing contract will meet the City's needs.

Review the contract terms and conditions carefully to determine that they are acceptable to the City; e.g., warranty provisions, insurance requirements, etc.

Determine that the requirements of the City will not be beyond the scope of the existing contract, creating a sole-source (noncompetitive) add-on to the contract, which will have to be justified in accordance with sole source procedures.

Verify that piggybacking quantities were included in the original solicitation.

For federally funded procurements and if the contract is an indefinite quantity contract, verify that the original solicitation and resultant contract contain both a minimum and a maximum quantity, which represent the reasonably foreseeable needs of the parties to the solicitation. If the piggybacking action represents the exercise of an option provision in the contract, verify that the option is still valid. Options that have expired may not be exercised.

Determine that the contract was awarded competitively, either through sealed bids or through competitive proposals. If the contract was a sole-source award, the City will have to justify a sole-source award in accordance with sole-source procedures.

Verify that a cost or price analysis was performed by the original procuring agency documenting the reasonableness of the contract price and include a copy in our files. The City is not required to do a second price analysis if one was originally performed. However, the City must determine that the contract prices originally established are still fair and reasonable. Circumstances should dictate the steps to be taken. For example, if the original award was made some time ago, the City should conduct a market survey and/or perform price analysis to ensure that the prices are still fair and reasonable (even if the original award was competitive and a price analysis was performed initially). Similarly, if deliveries are to be made to a local or centralized delivery point and the original contract calls for statewide deliveries, the City should seek a price reduction.

If the contract is for federally funded rolling stock, verify that the contract term complies with the five-year term limit established by FTA Circular 4220.1F.

Determine the types of changes the City will require to be made to the deliverables. For an assignment, only "within scope" (non-cardinal) changes are allowed (e.g., seating fabrics, colors, paint schemes, signage, floor coloring, etc.).

SOLE SOURCE

Responsible Staff: Procurement staff, Transportation Manager
Applicable To: All procurements in excess of $3,500

Less than full and open competition is not justified based on the City's lack of advance planning, or limited availability of Federal Assistance. When less than full and open competition is available to the City, the City shall solicit offers from as many potential sources as is practicable under the circumstances. If the City decides to solicit an offer from only one source, the City must justify its decision adequately.

Contracts for sole source procurements shall be approved by the Destin City Council. The resolution approving the contract shall also indicate the reasons for the sole source procurement.

The City shall prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.

CONTRACT ADMINISTRATION

The City of Destin is subject to review and audit by FTA and State Governments or its agents during and after contract performance and is required to comply with the standards mandated by the FTA when using Federal assistance to finance its procurements. The City is also subject to Florida Administrative code (FAC) provisions governing the City's authorizing legislation, procurement of public works and architectural and engineering services, Disadvantaged Business Enterprise and Small Business requirements, identification of subcontractors, and tax statues regarding sales and use taxes, business and occupation taxes, and real property taxes.

This policy implements the requirements of FTA Circular 4220.1.F and state laws in the interpretation of a contract. The contract administration principles, concepts and approaches discussed in the Manual shall be utilized for all contracts at The City if such procedures will achieve savings in cost, or accelerate schedule, or meet the City goals, or meet public needs, consistent with applicable FL State laws and regulations and the FTA Master Agreement.

Contract Administration System

The following documents and resources form the basis of the City's Procurement and Contract Administration System.

1. The Common Grant Rules
2. FTA Master Agreement
3. FTA Circular 4220.1F
4. Applicable Florida Statutes
5. City Purchasing Policy

Contract Administration Qualification

City employees or consultants performing any aspect of procurement or contract administration duties must demonstrate requisite skills, knowledge, and ability of having satisfactorily performed procurement and contract administration duties.

Contract Administration Tasks

Each contract will likely require different contract administration actions, collaboration and documentation activities. Simple to moderate goods and services contracts will have different specific administrative actions than construction contracts do just as lump sum contracts are managed differently than incentive or time and material or cost-reimbursement contracts.

Project Commencement

Services rendered by the Contractor shall be commenced upon written notice from the City. The Contractor shall not commence work until it has obtained all insurance and such insurance has been approved by the City's representative.

Project Duration

Project will be undertaken for a stated duration. Contract duration will be for an appropriate time length to complete the project. The duration of FTA-funded projects will not exceed five years.

Standards of Conduct

The Common Grant Rules require the City to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

As provided in the Common Grant Rules and the Federal Transit Administration Master Agreement, no County officers, employees, agents, or board members, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed have a financial or other interest in the firm selected for award.

The Destin City Council established a code of ethics for city council members, officers, and employees; Destin's officers, employees, agents or board members shall neither solicit nor accept gifts, entertainments, gratuities, favors, or anything of monetary value from contractors, consultants, potential contractors or consultants, or parties to sub-agreements.

To the extent permitted by the State of Florida regulations, this standard of conduct will consider appropriate penalties, sanctions, or other disciplinary action for violation of such standards by City of Destin officers, employees, agents, board members, or by contractors, consultants, or sub-recipients or their agents.

Change Orders

The City may execute bilateral or unilateral change orders to its contracts. Change Order administration requires that the City make an in-scope determination for the desired change work. Later a cost or price analysis must be performed to ensure that the price for the changed work is equitable, fair and reasonable.

Change Order Requirements:

1. Change order work must not be outside the original work scope; this requirement is met through sole source justification that results in a new contract.
2. A cost analysis must be performed with detailed or sufficient cost elements.
3. Profit or fee should be analyzed commensurate with work complexity, performance/contractual risk, contractor's investment, amount of subcontracting, past performance data, or marketplace rates.
4. Negotiations with contractors must be documented.

In addition, the following procedures will be applicable to administering and managing change management and activities related to change orders, change notice, progress payment, and approval:

Change Order Independent Cost Estimate:

Required: FTA Circular 4220 requires a cost or price analysis for every procurement action, including change orders. The starting point for the analysis is an independent cost estimate. Prior to receiving a change proposal, the City shall independently estimate the cost of performing the work. The ICE can be used as a basis of comparison for evaluating the proposed price received. A "change order" means any contract action that calls for the negotiation of a cost or price proposal arising out of a change in the contract requirements.

Change Order Cost/Price Analysis:

The Common Grant Rules require a cost/price analysis in connection with all change orders. The method and degree of cost/price analysis depends on the facts and circumstances surrounding each contract action. If the original contract contains only a lump sum price, additional cost and pricing data must be requested to perform a cost/price analysis.

The City shall perform a cost analysis when a contractor is requested to submit detailed cost elements (that is, labor hours, overhead, materials, and so forth) of the change order cost. Changes in scope do not always result in increased costs. Elimination or reduction of contract work may result in a decrease in the contract price. Regardless of the direction of the price change, these modifications require cost analysis using the cost principles to determine that the price change is fair and reasonable.

The City is responsible for performing cost/price analysis for all change orders.

1. The following references provide guidance in preparing cost or price analysis:
2. FTA's "Best Practices Procurement Manual," Chapter 5
3. Pricing Guide for FTA Grantees www.fta.dot.gov/documents/Helpline_Price_Guide.doc
4. FAR Part 31, Contract Cost Principles and Procedures

Termination

A Contractor may be held in default of its contractual obligation under this Agreement if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs the Work that does not conform to Contract Documents requirements;
5. fails to meet the Contract Schedule or fails to make progress on the Work so as to endanger performance of the Agreement;
6. abandons or refuses to proceed with any or all the Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the

Contract Documents.

If a contract of any type (fixed-price or cost-reimbursement) is contemplated for termination of convenience or for cause, a complete cost analysis must be performed to negotiate the final amount of the termination settlement.

Contracts can be terminated for the convenience of the City or for cause (also called default). Contracts are usually terminated for convenience when the City no longer has a need for the service or products as they are specified in the contract, or when it is not possible to substantiate that the contractor's performance is poor enough to terminate for cause. Contracts should be terminated for cause when the contractor fails to perform the contract as written.

Invoice and Payment

The Contract specifies the payment terms. The contractor must submit, and the City must process applications for progress payment in accordance with the requirements and General and Special Conditions of the contract.

A. Advance Payments. Advance payments are payments made to a contractor before the contractor incurs contract costs. The recipient may use its local share funds for advance payments. However, if there is no automatic pre-award authority for its project, then advance payments made with local share funds before FTA assistance has been awarded, or before a letter of no prejudice has been issued or other pre-award authority has been provided, or before FTA approval for the specific advance payment has been obtained, are ineligible for reimbursement. The following principles and restrictions apply:

1. Use of FTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third-party contractor before the contractor has incurred the costs for which the payments would be attributable.
2. Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.
   a. Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds.
   b. Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed $100,000.

B. Progress Payments. Progress payments are payments for contract work that has not been completed. The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.
   1. Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.
   2. Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.
   3. Percentage of Completion Method. The Common Grant Rules requires that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.

The Finance Department has several stages of involvement in third party contracts and at various stages of post contract award action. A major responsibility in third party contracts is to ensure timely payments. While the City and Project personnel are responsible for recommending and approving payments, the Finance Department is responsible for issuing checks and validating funds availability.

Invoices are first received by the project manager for approval. A request for payment of the invoice will then be forwarded to Finance. Once an approved invoice is received by the Finance Division, it will release payment if all documentation is in order. The project manager is responsible for identifying any retentions and withholdings. The Finance Division provides oversight to such retentions and withholding to ensure payment accuracy. At contract closeout, Finance Department is responsible for the final check processing.

Record Retention

The record retention requirement of three years shall commence only after the final audit and final payment is made and all other issues are resolved.

Contract Documentation

The City, in collaboration with all responsible parties, shall ensure that the history of all pre-award, post- award actions, and related project, operation, legal, and financial information are documented, collected, reviewed for compliance, maintained, distributed, archived and readily accessible to internal and external audits including the State of Florida and the FTA.

City personnel and consultants involved in and performing contract administration tasks shall prepare, maintain, and keep adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation and contract administration.

• Procurement documentation will include rationale for the method of procurement for each contract, including a sole source justification for any acquisition that does not qualify as competitive, as well as any change order deemed cardinal by the Procurement and Contracts Division.
• Contract type documentation will state the reasons for selecting the contract type used (i.e., fixed price, cost reimbursement, time and material);
• Contractor selection will include reasons for contractor selection or rejection, as well as a written responsibility determination for the successful contractor;
• Cost or Price Analysis: All procurement and change orders will evaluate and state its justification for the contract cost or price by including an ICE and cost or price analysis.
• Change Order: All change order information including essential documents, will be collected from the program/project organization, functional departments, and construction management contractors, and maintained in Live-link, and other project related information will be kept in the internal databases, readily available to internal audit and FTA. Change Orders documentation will include in-scope determination as well as a cost or price analysis to establish that the price is fair and reasonable.
• All Post-award Activities: partnering, inspection report, claims, disputes, invoice processing, and reports and forms.
• Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49
U.S.C. Section 5325(g) provides FTA and DOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Subcontracting

Unless otherwise specified, services assigned to subcontractors must be approved in advance by the City. The subcontractors must be qualified by the City to perform all work assigned to them. The Contractors must have written statements from the subcontractors indicating that the subcontractor is aware that all Federal Rules and Regulations apply. The City, Contractor, and subcontractors will establish procedures to verify compliance with all federal provisions by subcontractors.

Disputes, Claims, Litigation, and Settlement

The City will resolve all contractual and administrative issues including protests, disputes, and claims using good administrative practices and sound business judgment. FTA may be involved in the City's administrative decisions when the City uses federal funds to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation. For detailed FTA guidance, see FTA C 4220.1F, Page VII-1 through V-10.

The City will notify the Contractor of issues related to performance, achievement of milestones, and/or compliance with federal, state, or local regulations affecting the performance or completion of the contract as soon as those issues are identified. It is the responsibility of the Contractor to acknowledge and respond to the issue in writing upon receiving notice from the Project Manager. The Contractor should make every effort to remedy those issues as soon as practical, within up to 30 days. Should the issues remain after 30 days, the City may terminate the contract.

Finally, all agreements between the City and Contractor, including all attachments to it, constitute an agreement, that shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Okaloosa County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

Liquidated Damages. FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise. We also refer you to Chapter V, paragraph 5(a)(1) for a discussion of how liquidated damages can be used to encourage settlements.

Resolution of Claims for Breach of Contract. As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 (fifteen) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator, who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement. The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of Agreement as to any issue in any way connected with this Agreement.

Project Monitoring

For all contracts for Products and Materials, the City will establish deliverable dates, pre- and post- award inspection dates, and checklists of receipt of the product that will remain on file for the useful life of the product. For all Service contracts, the City will establish appropriate milestones, progress points, and measures of effectiveness (MOE) as needed to monitor the progress, adequacy, and/or completion of the project. These measures will be established prior to commencing work and will be agreed to in writing by both parties.

Leases

Whenever any FTA-funded property, facilities, or equipment is to be leased out to a third party (including to the Senior Resource Association, the city's transit service provider), said lease shall be submitted to the FTA Region IV office for approval. No such leases shall be entered into by the City without first obtaining FTA approval. All leases will be reviewed by the City Attorney, City Community Development Director and City Purchasing Director, and will include Federal terms and conditions.

Charter Bus Reporting

Any charter service provided with federally funded vehicles must meet the conditions of the FTA Charter Service rule, contained in U.S.C. 5323 (d). Quarterly reports on charter activity, including charter applicable exceptions, will be submitted quarterly through the Electronic Award and Management System (EAMS) process. Charter service activity has also been added as a standing agenda item to the quarterly transit meeting conducted by the City and Senior Resource Association staff.

OVERSIGHT OF SUBRECIPIENTS

The County shall ensure that all sub recipients are in compliance with federal regulations including third party procurements, if applicable. The County shall assure that each of its sub-recipients complies with the applicable requirements and standards circular 4220.1F, and that each of sub-recipient is aware of the Federal statutory and regulatory requirements that apply to its actions as a sub-recipient. Neither a third-party contractor nor a third-party subcontractor is a "recipient".

EXHIBIT R

Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of 2 C.F.R. § 200.317 – 326, which is the source of these requirements. In addition, the user may review FEMA's Field Manual, *Public Assistance Grantee and Subgrantee Procurement Requirements*, which is available on the internet by searching for "FEMA Procurement Field Manual." While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 (44

C.F.R. § 13.36(a)-(i) – States, Local and Tribal Governments; and 2 C.F.R. § 215.40-48

– Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).[1] As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.

Instructions: Each standard below is followed by a block for "Yes", "No", or in some cases, "Not applicable". Red font is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term "non-Federal entity" (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

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[1] This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

1. Does the procurement comply with the State's own procurement laws, rules, and procedures? §200.317 Δ **Yes** Δ **No**

2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. Δ **Yes** Δ **No** Δ **N/A – work does not involve the use of materials (e.g., debris removal or other services)**

3. ***Does the contract include the following clauses?***[2]

   a. *If the contract amount exceeds $150,000*[3], does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? Δ **Yes** Δ **No** ☐ **N/A**

   b. *If the contract amount exceeds $10,000*, does it address **termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement**? Δ **Yes** Δ **No** Δ **N/A**

   c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause**?[4] Δ **Yes** Δ **No** Δ **N/A**

   d. *For construction contracts exceeding $2,000 awarded under a Federal grant*, does the contract include a **Davis-Bacon Act clause**[5] and **Copeland "Anti-Kickback" Act clause**[6] addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] Δ **Yes** Δ **No** Δ **N/A**

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[2] See Appendix II of 2 CFR part 200 for a more detailed description of these clauses. See also PDAT Manual, section IV.H for a detailed discussion of these clauses, including sample text.

[3] $150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

[4] The EEO clause can be found at 41 C.F.R. § 60-1.4(b).

[5] [Insert sample text]

[6] The clause may read as follows:

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.

e. *If the contract amount exceeds $100,000 and involves the employment of mechanics or laborers*, does the contract include a **Contract Work Hours and Safety Standards clause**?[7] Δ **Yes** Δ **No** Δ **N/A**

a. Rights to Inventions Made Under a Contract or Agreement.[8] ☐ ***N/A***

b. *If the contract or subgrant amount exceeds $150,000,* does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?[9] Δ **Yes** Δ **No** Δ **N/A**

c. *Does the contract include* mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)? ☐ ***Yes*** ☐ ***No***

d. *Does the contract include* a **Suspension and Debarment clause**?[10] Δ **Yes** ☐ **No**[11]

e. *Does the contract include* an **Anti-Lobbying clause**?[12] Δ **Yes** Δ **No**

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[7] Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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. 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.

[8] As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

[9] The clause may read as follows:

> Contractor agrees 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

[10] See PDAT Manual, pgs. 99-100 for sample text.

[11] A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract funded with Federal assistance.

[12] See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

> 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.

i. For contracts exceeding $100,000, have bidders submitted an Anti-Lobbying Certification? Δ **Yes** Δ **No** Δ **N/A**

f. *Does the contract include* a clause requiring the contractor to maximize use of **recovered/recycled materials**? Δ **Yes** Δ **No** Δ **N/A – work does not involve the use of materials (e.g., debris removal or other services)**

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.

4. ***General requirements***[13]

a. *Does the procurement comply with* the NFE's[14] own procurement laws, rules, and procedures? §200.318(a) Δ **Yes** Δ **No**

b. *Does the NFE maintain* contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders? §200.318(b) ☐ ***Yes*** ☐ ***No***

c. *Does the NFE have* - §200.318(c)(1):

i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts? Δ **Yes** Δ **No**

ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?[15] ☐ ***Yes*** ☐ ***No***

iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?[16] ☐ ***Yes*** ☐ ***No***

iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. ☐ ***Yes*** ☐ ***No***

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[13] See, 2 C.F.R. § 200.318
[14] Non-Federal Entity (NFE)
[15] 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.

[16] However, NFEs may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

d. *If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe*, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2)[17] Δ **Yes** Δ **No** Δ **N/A**

e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d) Δ **Yes** Δ **No**

f. *Encouraged*, but not required standards.[18]

g. *Is the contract being awarded to a* responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? § 200.318(h) Δ **Yes** Δ **No**

h. *Is the NFE keeping records sufficient to* detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price? § 200.318(i) Δ **Yes** Δ **No**

i. *Is the contract a time-and-materials contract?*[19] § 200.318(j) Δ **Yes** Δ **No**

i. If so, has the NFE documented why no other contract is suitable? ☐ **Yes** Δ **No**

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[17] Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

[18] §200.318(e) – to foster greater economy and efficiency, the NFE 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 (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are 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; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

[19] 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. Because 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, a time-and-materials 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. [**Note that FEMA**

will only reimburse costs under a time-and-materials contract for the first 70 hours of work performed. See FEMA PA Guide (2007 ed.), pg. 53.]

ii. Does the contract include a ceiling price that the contractor exceeds at its own risk? Δ **Yes** Δ **No**

j. *Is the NFE alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k) ☐ ***Yes*** ☐ ***No***

5. *Competition*:

a. All procurement transactions must be conducted in a manner providing ***full and open competition*** consistent with the standards of this section. *Does the procurement involve any of the following*[20] § 200.319(a):

i. Placing unreasonable requirements on firms in order for them to qualify to do business? Δ **Yes** Δ **No**

ii. Requiring unnecessary experience and excessive bonding? Δ **Yes** ☐ **No**

iii. Noncompetitive pricing practices between firms or between affiliated companies?[21] Δ **Yes** Δ **No**

iv. Noncompetitive contracts to consultants that are on retainer contracts?[22] Δ **Yes** Δ **No**

v. Organizational conflicts of interest?[23] Δ **Yes** Δ **No**

vi. 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? Δ **Yes** Δ **No**

vii. Any arbitrary action in the procurement process? Δ **Yes** Δ **No**

b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) ☐ ***Yes*** ☐ ***No*** ☐ ***N/A***

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[20] This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.
[21] For example, bid suppression or bid rigging.
[22] For example, out-of-scope disaster work added to the consultant's work on retainer.

[23] See, Fns 14 & 16.

c. *Does the contract include* a state or local geographic preference for local contractors?[24] § 200.319(b) **Δ Yes Δ No**

d. Do the NFE's written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)

i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) **Δ Yes Δ No**

ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) **□ Yes Δ No**

e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) □ ***N/A***

i. Is the list current? □ ***Yes*** □ ***No***

ii. Does the list include enough qualified sources to ensure maximum open and free competition? □ ***Yes*** □ ***No***

iii. Were any potential bidders precluded from qualifying during the solicitation period?[25] **Δ Yes Δ No**

6. <u>Method of Procurement</u>

a. Is the NFE using one of the following acceptable methods of procurement? § 200.320

i. Micro-purchase (i.e., purchases below $10,000, see, §200.67 Micro-purchases). § 200.320(a) **Δ Yes Δ No**

1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]

2. To the extent practicable, is the NFE distributing micro-purchases equitably among qualified suppliers? **Δ Yes Δ No □ N/A – not practicable**

ii. Small purchase procedures § 200.320(b) **Δ Yes Δ No**

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[24] Geographic preferences are generally not allowed under FEMA grants. The only exception is that 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.

[25] Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

1. [Note: 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 ***lesser*** of either (1) the federal small purchase threshold (i.e., $150,000), *or* (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold*.]

2. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?[26] Δ **Yes** Δ **No**

iii. Sealed bids § 200.320(c)[27] Δ **Yes** Δ **No**

1. [Note: 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. Sealed bidding is the preferred method for procuring construction]

2. Are *all* of the following conditions to use sealed bidding present? § 200.320(c)(1) Δ **Yes** Δ **No**

   a. A complete, adequate, and realistic specification or purchase description is available Δ **Yes** Δ **No**

   b. Two or more responsible bidders are willing and able to compete effectively for the business Δ **Yes** Δ **No**

   c. 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 Δ **Yes** Δ **No**

3. *If sealed bids are used*, the following requirements apply: § 200.320(c)(2)

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[26] FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). *See*, FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions (FAQ), FAC No. 3.

[27] Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting *the lowest priced, responsive and responsible bid*. "Responsive" refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while "Responsibility" is described at § 200.318(h).

a. Did the NFE solicit bids from an adequate number[28] of known suppliers, providing them sufficient response time prior to the date set for opening the bids? Δ **Yes** Δ **No**

b. If the NFE is a local or tribal government, was the invitation for bids publically advertised? Δ **Yes** Δ **No** Δ **N/A**

c. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? Δ **Yes** Δ **No**

d. Did the NFE open all bids at the time and place prescribed in the invitation for bids? Δ **Yes** Δ **No**

e. For local and tribal governments, were the bids opened publicly? Δ **Yes** Δ **No** Δ **N/A**

f. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? □ **Yes** Δ **No**

g. If any bids were rejected, was there a sound documented reason supporting the rejection? □ ***Yes*** □ ***No*** □ ***N/A***

iv. Procurement by competitive proposals[29] § 200.320(d) Δ **Yes** Δ **No**

1. [Note: 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.]

2. Did the NFE publicize the Requests for Proposals (RFPs) and identify all evaluation factors and their relative importance? Δ **Yes** Δ **No**

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[28] Unlike, for simplified purchase procedures, FEMA has not defined an "adequate number" of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of "full and open competition." (See fn. 26)

[29] Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. "best value" contracting).

3. Did the NFE solicit proposals from an adequate number of qualified sources?[30] Δ **Yes** Δ **No**

4. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? Δ **Yes** Δ **No**

5. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? Δ **Yes** Δ **No**

6. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of 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 that are a potential source to perform the proposed effort**.]

v. Noncompetitive proposals § 200.320(f)[31] Δ **Yes** Δ **No**

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]

2. Do one or more of the following circumstances apply? Δ **Yes** Δ **No**

a. The item is available only from a single source Δ **Yes** Δ **No**

b. The public exigency or emergency[32] for the requirement will not permit a delay resulting from competitive solicitation Δ **Yes** Δ **No**

c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in

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[30] Unlike, for simplified purchase procedures, FEMA has not defined an "adequate number" of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of "full and open competition."

[31] § 200.320(e) is reserved.

[32] For an explanation of what "emergency" and exigency" mean, see PDAT Manual, pg. 68.

Response to a written request from the non-Federal entity

☐ **Yes** ∆ **No**

d. After solicitation of a number of sources, competition is determined inadequate.[33] ∆ **Yes** ∆ **No**

7. ***Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms***

a. Has the NFE taken the following affirmative steps[34] to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?[35] § 200.321 ∆ **Yes** ∆ **No** ☐ **N/A** **(document)**

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? ∆ **Yes** ∆ **No** ∆ **N/A (document)**

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? ∆ **Yes** ☐ **No** ∆ **N/A – no potential sources (document)**

iii. 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?[36] ∆ **Yes** ☐ **No** ∆ **N/A – not economically feasible (document)**

iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and

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[33] Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

[34] The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

[35] Collectively referred to as "socioeconomic contractors" or "socioeconomic contracting," this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

[36] This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

women's business enterprises? Δ **Yes** Δ **No** Δ **N/A – the requirement does not permit (document)**

v. 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 Δ **Yes** Δ **No** Δ **N/A – not appropriate (document)**

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? Δ **Yes** Δ **No** Δ **N/A – no subcontracts will be let (document)**

8. Contract cost and price

a. *If the contract amount (including contract modifications) exceeds $150,000*, did the NFE perform a cost or price analysis? § 200.323(a) Δ **Yes** Δ **No** Δ **N/A**

b. Did the NFE 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*? § 200.323(b) Δ **Yes** Δ **No** Δ **N/A**

c. Is the contract a "cost plus a percentage of cost" or "percentage of construction cost" contract?[37] [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement] □ **Yes** Δ **No**

9. Bonding requirements for construction or facility improvement contracts exceeding $150,000

a. [Note: *For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e, $150,000)*, the Federal

[37] This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost-plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

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.]

b. If such a determination (see above) has not been made, does the procurement include the following? Δ **Yes** Δ **No** Δ **N/A**

i. A bid guarantee from each bidder equivalent to five percent of the bid price? Δ **Yes** Δ **No** Δ **N/A**

1. 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.

ii. A performance bond on the part of the contractor for 100 percent of the contract price? Δ **Yes** Δ **No** Δ **N/A**

1. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

iii. A payment bond on the part of the contractor for 100 percent of the contract price. Δ **Yes** Δ **No** Δ **N/A**

1. 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.

END OF CHECKLIST

EXHIBIT Q

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 of2 C.F.R. § 200.326 and 2 C.F.R. Pmi 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, 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 marn1er by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ,rB.

   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, Dep81irnent of Labor). See 2 C.F.R. Part 200, Appendix II, ,r C.

b. Key Definitions.

(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 prope1iy, including facilities providing utility services. The tenn 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-l.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 pe1mit 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, te1minated, 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 1 I 246 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 (l) 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 I 1246 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, ,ΓD.

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 next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, 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, ,r 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 fo1ih 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, ,r 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 perforn1ance 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. §§ 7401-767lq) 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, ,r G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150.000:

"Clean Air Act

(!) 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 $100,000 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, rep01t 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 $100,000 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 Homelai1d Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with ce1tain 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, ,i I; and Chapter IV, ,i 6.d and Appendix C, ,i 2. 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; Chapter IV, ,i 6.d and Appendix C, ,i 2.

d. In general, an "excluded" patty claim to 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 nonprocurement 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 nonprocurement 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 nan1e of subrecipient). If it is later dete1mined 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 nan1e 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, subpmt 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. Pmt 200, Appendix II, ,r J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C,,r 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 Chapter IV, ,r 6.c and Appendix C, ,r 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

Ce1tification 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, 1K; 2 C.F.R. § 200.322; Chapter V, 17.

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 is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpo/. The list of EPA-designate items is available at /www.e12a.oov/cpol12roducts.htrn."

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, 1 XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements applies to this contract:

(l) 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 representative's 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, 1 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 tl1at 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

c. Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

ADDITIONAL INFORMATION, REQUIREMENTS AND RESPONSIBILITY

It shall be the responsibility of the Finance Department to keep this OI current.

_____
Lance Johnson, City Manager

Adopted 06.17.2019

Resolution 19-07

RESOLUTION 19-07

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING $15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING $15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 18-05.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes and Section 1.01 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

<u>Article 1. Purchasing agent designated; specific duties</u>:

A. Authority

1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for

the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing procedures for purchases not exceeding $15,000:

All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed $15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

1. Any purchase of supplies, materials and equipment not exceeding $1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

2. Any purchase of supplies, materials and equipment between $1,001 and $5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

3. Any purchase of supplies, materials, equipment or services between $5,001 and $15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Article 3. Purchasing procedures for purchases exceeding $15,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds $15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies,

materials and equipment, or contractual services included in the proposed contract.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding $15,000.

Article 4. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.

Article 5. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manger's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the
City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds $15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds $15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds $15,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 6. Federally Funded Procurement Rules:

Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and

comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 7. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 8. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 3, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding $15,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.
2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 9. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 5 above.

2. Seminar registrations and professional membership dues, fees, and

publications.

3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.

4. Purchase of print and electronic media for the Library.

5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.

6. Advertising.

Article 10. No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 17th DAY OF JUNE 2019.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

_____
Rey Bailey, City Clerk

_____
Kyle Bauman, City Attorney

ITEM # 2019-1321

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Traffic Signal Synchronization - City of Destin

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

ITEM # 2019-1337

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: CRA Board Meeting scheduled for July 1, 2019 at 5:45 p.m.

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

ITEM # 2019-1139

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: April 15, 2019

SUBJECT: Second reading of Ordinance No. 19-02-LC, Zoning Map Amendment

---

I. BACKGROUND:

The applicant, Indian Bayou Properties, is requesting 75.08 acres be rezoned from Recreation (REC) to Low-Density Residential – Village (LDR-V), and the Future Land Use changed from Recreation (REC) to Low-Density Residential (LDR). The subject property was previously used as a 9-hole golf course.

Applicant: Indian Bayou Properties

Location: The subject property was previously a 9-hole golf course located in the southwest corner of the site, directly east of the Destin Airport. The address of the property is 1 Country Club Drive East.

Size of Property: 75.08 acres

Parcel ID Number: 00-2S-22-0000-0046-0000

Current Zoning: Recreation (REC)

Future Land Use

Map Classification: Recreation (REC)

Legal Notice: Abutter notices were sent to all property owners within a 300' radius on February 26, 2019. The request was submitted for publication in the Destin Log and Northwest Florida Daily News on March 6, 2019 with publication dates of March 9, 2019 and March 16, 2019.

II. DISCUSSION:

The evaluation of the map requests is based on the following land use and performance criteria:

LAND USE:

COMPREHENSIVE PLAN CONSISTENCY**:** Proposed Ordinances No. 19-02-LC and 19-03-PC is consistent with Policy 1-1.1.1: Urban Design Standards and Design Criteria. Both of the proposed ordinances must be adopted in order for the Zoning Map to remain consistent with the Comprehensive Plan's Future Land Use Map.

LAND COMPATIBILITY**:**

Generally, the applicant's request is compatible with the neighboring mix of uses and zoning districts in the area with the exception of the Airport. Located to the north, the remainder of the property is zoned REC which contains an 18-hole golf course, with surrounding LDR-V zoning around the north and west portions. Directly south of the subject property, there is Institutional zoning and Okaloosa County – owned commercial property. Additionally, the addition of a development of this magnitude would provide more connectivity in central Destin. If approved, the applicant will be required to meet all dimensional and performance criteria outlined in the Land Development Code and Comprehensive Plan for the Low-Density Residential – Village Zoning District.

PUBLIC COMMENTS:

To date, Planning staff has not received any comments other than general inquiries relating to the proposed map change requests, except for comments from the Airport, which will be discussed with the Council.

PERFORMANCE CRITERIA:

The following performance criteria has been noted to ensure that there is a clear understanding of the expectations that the proposed development would have going forward if the request is approved.

ENVIRONMENTAL IMPACTS

Due to environmentally sensitive areas (wetlands) being located in and around the proposed subject property, the applicant will be required to provide FDEP and U.S. Army Corps of Engineers wetlands delineations. Any development or construction activity located in either jurisdictional areas will be subject to the appropriate permits and requirements from the respective agency. This may also require additional permits from the Northwest Florida Water Management District (NWFWMD) and the City of Destin.

TRAFFIC ANALYSIS:

The traffic impact analysis provides sufficient documentation that all impacted roadway segments have sufficient capacity to handle the project trips to be generated by the proposed development.

AIRPORT

Generally speaking, residential uses tend to be incompatible when located directly adjacent to airport property because of the noise and air pollutants that are created by aircraft departures, landings and maintenance. As outlined in Article 7.15.00, there are several constructional restrictions and requirements associated with residential buildings located in Airport Noise Zone C, which a portion of the zoning request is located in. Additionally, per LDC 7.15.22(B), notification of potential noise impact in this area shall be made to all potential residents. In order to both protect and promote the Destin Airport, in line with Comprehensive Plan Policy 2-1.4.4, the applicant will be required to provide the following items in order to reduce potential conflicts between the Airport use and a single-family development, based on recommendations by the Okaloosa County Airports System:

- Conserve property abutting DTS including the DTS departure surface, Zone C and 65 DNL Noise Zones within an avigation easement that describes the rights and benefits for the unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above surface. The Airport may use the airspace above the easement property for any and all activities that are inherent in the operation of all types of aircraft, to include fixed wing and rotor wing aircraft. Said operation of aircraft includes landing at, taking off from, overflying at low altitude, or operating on or near the Airport. In addition, the avigation easement would require the land owner to:
- Keep the airspace above the heights described and depicted on Exhibit B clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights.
    - Remove any ground level or all natural growths which extend on the easement property above the heights described and depicted on the attached drawing to the extent such action is reasonably necessary in furtherance of the purpose of this easement. (i.e., growth of natural objects that would constitute an obstruction to air navigation). Any removal or trimming of trees or other natural growth on the easement property shall be conducted by the owner.
    - Remove obstructions from the easement property as identified in Exhibit B, with the exception of Obstruction Number 2401.
    - Not construct upon the easement property any structure that extends above the heights described and depicted on the attached drawing.
    - Not promote any activity on the easement property that is incompatible with the purpose of this easement. (prohibits any activity on the land that would interfere with, or be a hazard to, the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the airport).
    - Not cause any device that will create electrical interference with radio

communication between the installation upon the airport and aircraft, or impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking-off or maneuvering of aircraft to be located in the easement property.

- Not use the easement property for any use that would be incompatible with the operation of the airport including the following: landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any use that would be incompatible with the operation of the airport.
- Allow Okaloosa County Airports System access to the property within the Airport's critical zones as described in Exhibit B.

- New development within noise zones should ensure that sound insulation be consistent with best management practices for noise attenuation as may be established by the FAA or the Standard Building Code in accordance to the City of Destin Comprehensive Plan Future Land Use Element Objective 1-2.6. As provided in the Destin Land Development Code Section 7.15.22, all purchasers of residential property shall be informed of the adjacent airport operations and the high potential for noise impacts.

- In addition, any proposed development within the subject property that meets any of the following conditions shall require review and approval by Airport and the Aviation Advisory Committee on Tall Structures:

  - Greater than 200 feet in height above ground level
  - Greater in height than an imaginary trapezoidal shape, beginning at the end of a runway of a public use airport, at an initial width of 50 feet, and extending outward and upward at a slope of 34:1 or 40:1 for a distance of 20,000 feet, to a width of 3,000 feet at its ending point
  - Located within the runway approach area of DTS.

The rezoning ordinance, Ordinance 19-02-LC is now before the City Council on first reading. Notably, this Ordinance would not be effective unless the corresponding Ordinance 19-03-PC, the Future Land Use Map Amendment to the Comprehensive Plan, becomes effective, to ensure that the zoning and future land use on the property remain consistent.

A. <u>Link to Strategic Goals / Objectives</u>: Enhance Quality of Life.

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

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

III. <u>CONCLUSION</u>: The proposed Zoning Map Amendment and Future Land Use Map Amendment are compatible requests with the surrounding zoning designations and future land use classifications. However, it is important to note that through the development review process, both the existing wetlands and proximity to the Airport will need to be addressed.

To ensure consistency with the Comprehensive Plan, staff recommends approval of Ordinance 19-02-LC only if the City Council also approves 19-03-PC, the corresponding FLUM amendment.

IV. <u>RECOMMENDED MOTION</u>: I move to approve Ordinance 19-02-LC on first reading, and direct staff to advertise for second reading.

Attachments:

1. Exhibit A Legal Description and Depiction to Ordinance 19-02-LC

ORDINANCE NO. 19-02-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF 75.08 ACRES OF THE SOUTHWEST PORTION OF PARCEL NUMBER 00-2S-22-0000-0046-0000, DESTIN, FLORIDA FROM RECREATION (REC) TO LOW DENSITY RESIDENTIAL-VILLAGE (LDR-V); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, after due public notice, a public hearing was conducted on March 21, 2019, by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; 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.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 zoning maps, is hereby amended to include a change of zoning map designation from Recreation (REC) to Low-Density Residential - Village (LDR-V) for the specific area of land located east of the Destin Airport which is legally described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

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. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon occurrence of all three of the following: (1) its adoption by the City Council, (2) signature by the Mayor, and (3) Ordinance 19-03-PC (containing the FLUM amendment for the subject property) becoming effective. In the event that Ordinance 19-03-PC does not become effective, this Ordinance shall be null and void.

ADOPTED THIS 6TH DAY OF MAY 2019.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: April 15, 2019
Second Reading: _____

ITEM # 2019-1140

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Ordinance

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: May 6, 2019

SUBJECT: Second reading of Ordinance 19-03-PC Future Land Use Map Amendment

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I. BACKGROUND:

The applicant, Indian Bayou Properties, is requesting 75.08 acres be rezoned from Recreation (REC) to Low-Density Residential – Village (LDR-V), and the Future Land Use changed from Recreation (REC) to Low-Density Residential (LDR). The subject property was previously used as a 9-hole golf course.

Applicant: Indian Bayou Properties

Location: The subject property was previously a 9-hole golf course located in the southwest corner of the site, directly east of the Destin Airport. The address of the property is 1 Country Club Drive East.

Size of Property: 75.08 acres

Parcel ID Number: 00-2S-22-0000-0046-0000

Current Zoning: Recreation (REC)

Future Land Use

Map Classification: Recreation (REC)

Legal Notice: Abutter notices were sent to all property owners within a 300' radius on February 26, 2019. The request was submitted for publication in the Destin Log and Northwest Florida Daily News on March 6, 2019 with publication dates of March 9, 2019 and March 16, 2019.

II. DISCUSSION:

The evaluation of the map requests is based on the following land use and performance criteria:

LAND USE:

COMPREHENSIVE PLAN CONSISTENCY**:** Proposed Ordinances No. 19-02-LC and 19-03-PC is consistent with Policy 1-1.1.1: Urban Design Standards and Design Criteria. Both of the proposed ordinances must be adopted in order for the Zoning Map to remain consistent with the Comprehensive Plan's Future Land Use Map.

LAND COMPATIBILITY**:**

Generally, the applicant's request is compatible with the neighboring mix of uses and zoning districts in the area with the exception of the Airport. Located to the north, the remainder of the property is zoned REC which contains an 18-hole golf course, with surrounding LDR-V zoning around the north and west portions. Directly south of the subject property, there is Institutional zoning and Okaloosa County – owned commercial property. Additionally, the addition of a development of this magnitude would provide more connectivity in central Destin. If approved, the applicant will be required to meet all dimensional and performance criteria outlined in the Land Development Code and Comprehensive Plan for the Low-Density Residential – Village Zoning District.

PUBLIC COMMENTS:

To date, Planning staff has not received any comments other than general inquiries relating to the proposed map change requests, except for comments from the Airport, which will be discussed with the Council.

PERFORMANCE CRITERIA:

The following performance criteria has been noted to ensure that there is a clear understanding of the expectations that the proposed development would have going forward if the request is approved.

ENVIRONMENTAL IMPACTS

Due to environmentally sensitive areas (wetlands) being located in and around the proposed subject property, the applicant will be required to provide FDEP and U.S. Army Corps of Engineers wetlands delineations. Any development or construction activity located in either jurisdictional areas will be subject to the appropriate permits and requirements from the respective agency. This may also require additional permits from the Northwest Florida Water Management District (NWFWMD) and the City of Destin.

TRAFFIC ANALYSIS:

The traffic impact analysis provides sufficient documentation that all impacted roadway segments have sufficient capacity to handle the project trips to be generated by the proposed development.

AIRPORT

Generally speaking, residential uses tend to be incompatible when located directly adjacent to airport property because of the noise and air pollutants that are created by aircraft departures, landings and maintenance. As outlined in Article 7.15.00, there are several constructional restrictions and requirements associated with residential buildings located in Airport Noise Zone C, which a portion of the zoning request is located in. Additionally, per LDC 7.15.22(B), notification of potential noise impact in this area shall be made to all potential residents. In order to both protect and promote the Destin Airport, in line with Comprehensive Plan Policy 2-1.4.4, the applicant will be required to provide the following items in order to reduce potential conflicts between the Airport use and a single-family development, based on recommendations by the Okaloosa County Airports System:

- Conserve property abutting DTS including the DTS departure surface, Zone C and 65 DNL Noise Zones within an avigation easement that describes the rights and benefits for the unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above surface. The Airport may use the airspace above the easement

property for any and all activities that are inherent in the operation of all types of aircraft, to include fixed wing and rotor wing aircraft. Said operation of aircraft includes landing at, taking off from, overflying at low altitude, or operating on or near the Airport. In addition, the avigation easement would require the land owner to:

- Keep the airspace above the heights described and depicted on Exhibit B clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights.
    - Remove any ground level or all natural growths which extend on the easement property above the heights described and depicted on the attached drawing to the extent such action is reasonably necessary in furtherance of the purpose of this easement. (i.e., growth of natural objects that would constitute an obstruction to air navigation). Any removal or trimming of trees or other natural growth on the easement property shall be conducted by the owner.
    - Remove obstructions from the easement property as identified in Exhibit B, with the exception of Obstruction Number 2401.
    - Not construct upon the easement property any structure that extends above the heights described and depicted on the attached drawing.
    - Not promote any activity on the easement property that is incompatible with the purpose of this easement. (prohibits any activity on the land that would interfere with, or be a hazard to, the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the airport).
    - Not cause any device that will create electrical interference with radio communication between the installation upon the airport and aircraft, or impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking-off or maneuvering of aircraft to be located in the easement property.
    - Not use the easement property for any use that would be incompatible with the operation of the airport including the following: landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any use that would be incompatible with the operation of the airport.
    - Allow Okaloosa County Airports System access to the property within the Airport's critical zones as described in Exhibit B.
    - New development within noise zones should ensure that sound insulation be consistent with best management practices for noise attenuation as may be established by the FAA or the Standard Building Code in accordance to the City of Destin Comprehensive Plan Future Land Use Element Objective 1-2.6. As provided in the Destin Land Development Code Section 7.15.22, all purchasers of residential property shall be informed of the adjacent airport operations and the high potential for noise impacts.

- In addition, any proposed development within the subject property that meets any of the following conditions shall require review and approval by Airport and the Aviation Advisory Committee on Tall Structures:

    - Greater than 200 feet in height above ground level
    - Greater in height than an imaginary trapezoidal shape, beginning at the end of a runway of a public use airport, at an initial width of 50 feet, and extending outward and upward at a slope of 34:1 or 40:1 for a distance of 20,000 feet, to a width of 3,000 feet at its ending point
    - Located within the runway approach area of DTS.

The FLUM ordinance, Ordinance 19-03-PC was considered by the Council on first reading on April 15, 2019, and is now before the City Council on second reading.

A. **Link to Strategic Goals / Objectives:** Enhance Quality of Life.
B. **Effect on Budget (EOB):** NA
C. **Level of Service (LOS):** NA

III. CONCLUSION: Staff recommends approval of Ordinance 19-03-PC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-03-PC on second reading, and direct staff to forward the Ordinance to the State Department of Economic Opportunity.

Attachments:

1. 19-03-PC_Ordinance FLUM First Reading April 15 2019
2. Exhibit A Legal Description and Depiction to Ordinance 19-03-PC

ORDINANCE NO. 19-03-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR THE ADOPTION OF A LARGE SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM RECREATION (REC) TO LOW DENSITY RESIDENTIAL (LDR); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the applicant desires to change the future land use designation from Recreation (REC) future land use category to the Low Density Residential (LDR) future land use category in the City's Comprehensive Plan on a parcel of land containing 75.08 acres, more or less, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on March 21, 2019, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; 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;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category of a parcel containing approximately 75.08 acres of land, more or less, from Recreation (REC) to Low-Density Residential (LDR) for the specific area of land that is legally described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. <u>INCORPORATION INTO COMPREHENSIVE PLAN.</u> Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. <u>CONFLICTING PROVISIONS.</u> All prior inconsistent ordinances and resolutions adpted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. <u>SEVERABILITY.</u> Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. <u>EFFECTIVE DATE.</u> The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS 6TH DAY OF MAY 2019.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

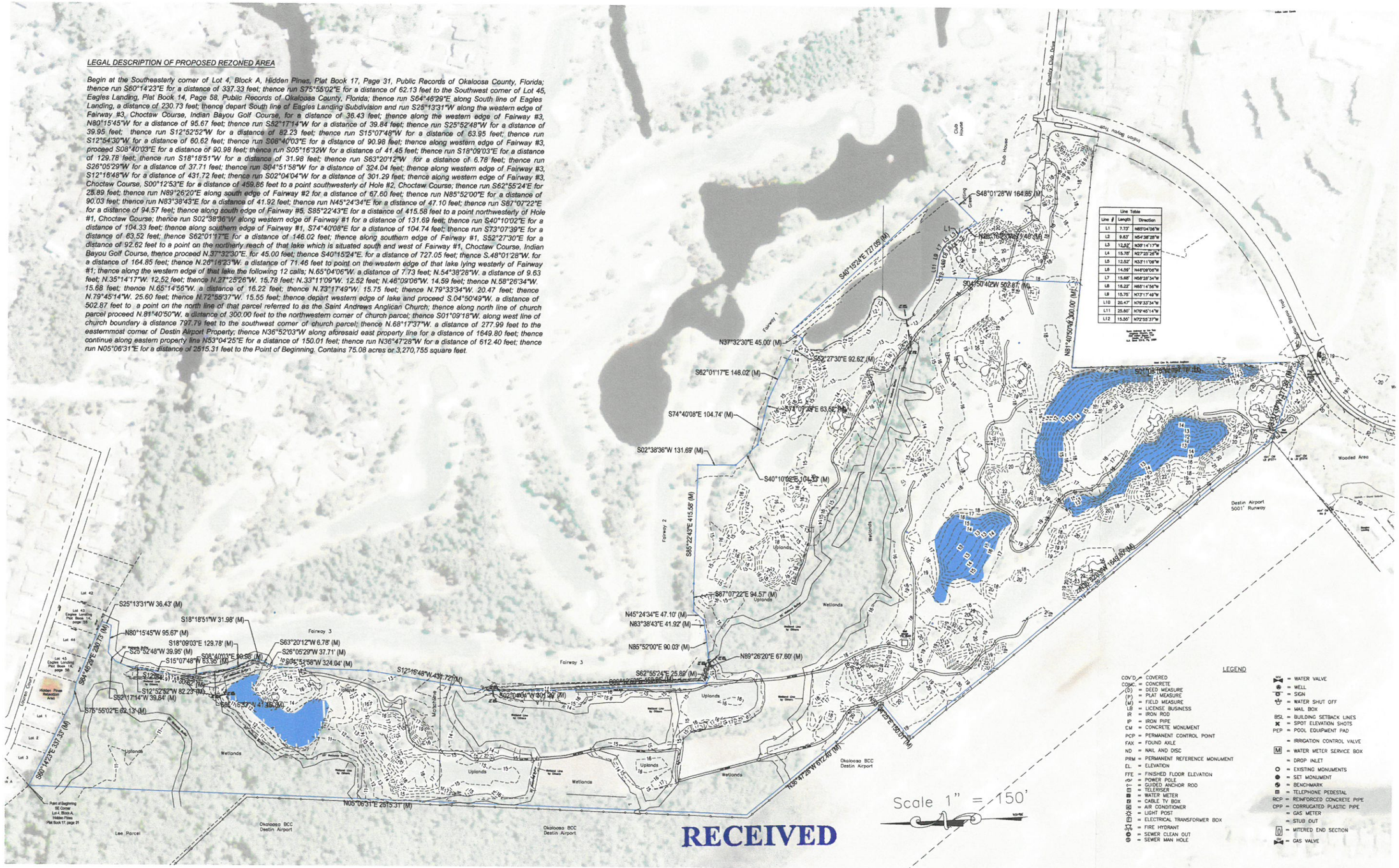
_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: <u>April 15, 2019</u>
Second Reading: _____

LEGAL DESCRIPTION OF PROPOSED REZONED AREA

Begin at the Southeasterly corner of Lot 4, Block A, Hidden Pines, Plat Book 17, Page 31, Public Records of Okaloosa County, Florida; thence run S60°14'23"E for a distance of 337.33 feet; thence run S75°55'02"E for a distance of 62.13 feet to the Southwest corner of Lot 45, Eagles Landing, Plat Book 14, Page 58, Public Records of Okaloosa County, Florida; thence run S64°46'29"E along South line of Eagles Landing, a distance of 230.73 feet; thence depart South line of Eagles Landing Subdivision and run S25°13'31"W along the western edge of Fairway #3, Choctaw Course, Indian Bayou Golf Course, for a distance of 36.43 feet; thence along the western edge of Fairway #3, N80°15'45"W for a distance of 95.67 feet; thence run S52°17'14"W for a distance of 39.84 feet; thence run S25°52'48"W for a distance of 39.95 feet; thence run S12°52'52"W for a distance of 82.23 feet; thence run S15°07'48"W for a distance of 63.95 feet; thence run S12°54'30"W for a distance of 60.62 feet; thence run S08°40'03"E for a distance of 90.98 feet; thence along western edge of Fairway #3, proceed S08°40'03"E for a distance of 90.98 feet; thence run S05°16'32W for a distance of 41.45 feet; thence run S18°09'03"E for a distance of 129.78 feet; thence run S18°18'51"W for a distance of 31.98 feet; thence run S63°20'12"W for a distance of 6.78 feet; thence run S26°05'29"W for a distance of 37.71 feet; thence run S04°51'58"W for a distance of 324.04 feet; thence along western edge of Fairway #3, S12°16'48"W for a distance of 431.72 feet; thence run S02°04'04"W for a distance of 301.29 feet; thence along western edge of Fairway #3, Choctaw Course, S00°12'53"E for a distance of 459.86 feet to a point southwesterly of Hole #2, Choctaw Course; thence run S62°55'24'E for 25.89 feet; thence run N89°26'20"E along south edge of Fairway #2 for a distance of 67.60 feet; thence run N85°52'00"E for a distance of 90.03 feet; thence run N83°38'43"E for a distance of 41.92 feet; thence run N45°24'34"E for a distance of 47.10 feet; thence run S87°07'22"E for a distance of 94.57 feet; thence along south edge of Fairway #5, S85°22'43"E for a distance of 415.58 feet to a point northwesterly of Hole #1, Choctaw Course; thence run S02°38'36"W along western edge of Fairway #1 for a distance of 131.69 feet; thence run S40°10'02"E for a distance of 104.33 feet; thence along southern edge of Fairway #1, S74°40'08"E for a distance of 104.74 feet; thence run S73°07'39"E for a distance of 63.52 feet; thence S62°01'17"E for a distance of 146.02 feet; thence along southern edge of Fairway #1, S52°27'30"E for a distance of 92.62 feet to a point on the northerly reach of that lake which is situated south and west of Fairway #1, Choctaw Course, Indian Bayou Golf Course, thence proceed N37°32'30"E, for 45.00 feet; thence S40°15'24"E. for a distance of 727.05 feet; thence S.48°01'28"W. for a distance of 164.85 feet; thence N.26°16'23"W. a distance of 71.46 feet to point on the western edge of that lake lying westerly of Fairway #1; thence along the western edge of that lake the following 12 calls; N.65°04'06"W. a distance of 7.73 feet; N.54°38'28"W. a distance of 9.63 feet; N.35°14'17"W. 12.52 feet; thence N.27°25'26"W. 15.78 feet; N.33°11'09"W. 12.52 feet; N.46°09'06"W. 14.59 feet; thence N.58°26'34"W. 15.68 feet; thence N.65°14'55"W. a distance of 16.22 feet; thence N.73°17'49"W. 15.75 feet; thence N.79°33'34"W. 20.47 feet; thence N.79°45'14"W. 25.60 feet; thence N.72°55'37"W. 15.55 feet; thence depart western edge of lake and proceed S.04°50'49"W. a distance of 502.87 feet to a point on the north line of that parcel referred to as the Saint Andrews Anglican Church; thence along north line of church parcel proceed N.89°40'50"W, a distance of 300.00 feet to the northwestern corner of church parcel; thence S01°09'18"W. along west line of church boundary a distance 797.79 feet to the southwest corner of church parcel; thence N.68°17'37"W. a distance of 277.99 feet to the easternmost corner of Destin Airport Property; thence N36°52'03"W along aforesaid east property line for a distance of 1649.80 feet; thence continue along eastern property line N53°04'25"E for a distance of 150.01 feet; thence run N36°47'28"W for a distance of 612.40 feet; thence run N05°06'31"E for a distance of 2515.31 feet to the Point of Beginning. Contains 75.06 acres or 3,270,755 square feet.



Line Table		
Line #	Length	Direction
L1	7.73'	N65°04'06"W
L2	9.63'	N54°38'28"W
L3	12.52'	N35°14'17"W
L4	15.78'	N27°25'26"W
L5	12.52'	N33°11'09"W
L6	14.59'	N46°09'06"W
L7	15.68'	N58°26'34"W
L8	16.22'	N65°14'55"W
L9	15.75'	N73°17'49"W
L10	20.47'	N79°33'34"W
L11	25.60'	N79°45'14"W
L12	15.55'	N72°55'37"W

Bearings based on the Text Plat of Hidden Pines, Plat Book 17, Page 31, Public Records of Okaloosa County, Florida, and the Eagles Landing Plat, Plat Book 14, Page 58, Public Records of Okaloosa County, Florida.

LEGEND

COV'D = COVERED
CONC. = CONCRETE
(D) = DEED MEASURE
(P) = PLAT MEASURE
(M) = FIELD MEASURE
LB = LICENSE BUSINESS
IR = IRON ROD
IP = IRON PIPE
CM = CONCRETE MONUMENT
PCP = PERMANENT CONTROL POINT
FAX = FOUND AXLE
ND = NAIL AND DISC
PRM = PERMANENT REFERENCE MONUMENT
EL. = ELEVATION
FFE = FINISHED FLOOR ELEVATION
= POWER POLE
= GUIDED ANCHOR ROD
= TELERISER
= WATER METER
= CABLE TV BOX
= AIR CONDITIONER
= LIGHT POST
= ELECTRICAL TRANSFORMER BOX
= FIRE HYDRANT
= SEWER CLEAN OUT
= SEWER MAN HOLE
= WATER VALVE
= WELL
= SIGN
= WATER SHUT OFF
= MAIL BOX
BSL = BUILDING SETBACK LINES
= SPOT ELEVATION SHOTS
PEP = POOL EQUIPMENT PAD
= IRRIGATION CONTROL VALVE
M = WATER METER SERVICE BOX
= DROP INLET
= EXISTING MONUMENTS
= SET MONUMENT
= BENCHMARK
= TELEPHONE PEDESTAL
RCP = REINFORCED CONCRETE PIPE
CPP = CORRUGATED PLASTIC PIPE
= GAS METER
= STUB OUT
= MITERED END SECTION
= GAS VALVE

RECEIVED
FEB 11 2019
Community Development

sheet 1 of 1

REVISIONS
Rev. _____ Date: _____
Rev. _____ Date: _____
Rev. _____ Date: _____
Rev. _____ Date: _____

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Job No: 18-0228
Cadd File:
Field Date: 10/23/18
Drawn By: SC
Field By: JG/JC
Field Bk/Pg: RE 153

Shannon D. Clatchey
Professional Surveyor and Mapper
Florida Registration #6178

Re-Zoning Description
Indian Bayou Golf
Proposed Redevelopment
FOR
Indian Bayou Properties

RARE EARTH SURVEYING & MAPPING
Professional Surveyor - Florida Licensed Business No. 7350
1430 Pine Street, Niceville Florida 32578
TEL. (850) 899-8147 FAX. (850) 729-2918

ITEM # 2019-1287

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: June 17, 2019

SUBJECT: First reading of Ordinance 19-09-LC - Amends the official zoning map as referenced in the Land Development Code, Section 7.12.01(A)2 zoning maps to include a change in zoning designations of parcels to match the assigned land use designation of the Future Land Use Map of the Comprehensive Plan

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I. BACKGROUND:

The City Council directed Community Development Staff to address the existing discrepancies between the Zoning Map and the Future Land Use Map for the City of Destin, as outlined in Comprehensive Plan Objective 1-2.1. These discrepancies are grouped into 16 primary areas, covering ±484 parcels of land. Since that time, the City Council has pulled certain areas out of the ordinances for further discussion. These areas were commonly referred to as areas 4, 5, 7, and 15.

Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map. More specifically, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision.

II. DISCUSSION:

The City approved changes to the Future Land Use Map of the City's Comprehensive Plan as recently as March 2016. However, the Zoning Map of the City's Land Development Code was not updated to reflect these changes. Additionally, there are two properties in the City which received development orders, while having an inconsistent zoning district (Surf Style, DO-17-03, at 1079 U.S. Highway 98 East; and Rezmer Office Building, DO-19-06,

at 1224 Airport Road).
The City Council directed staff to address the inconsistencies between the Future Land Use Map of the City's Comprehensive Plan and the Zoning Map, which is implemented through the Land Development Code. Staff identified a total of 16 areas requiring Zoning Map amendments for review by the Local Planning Agency (LPA). The LPA reviewed 14 of these 16 amendments. Additionally Council removed 2 additional areas (to wit, areas 4 and 5) from the ordinance on June 3, 2019. Thus, the remaining 4 areas will be brought for review at a future date after receiving direction from the City Council specific to those areas.
NOTE: There are only three nonconformities that will be created as a result of this Zoning Map Amendment which include:

1. 1220 Airport Road; Destin Water Users Utility
2. 1230 Airport Road; Self Storage Facility
3. 1007 U.S. Highway 98 E; Big Kahuna's Water & Adventure Park.

These three nonconforming uses will be corrected during the Land Development Code Update, and discussed at that time.

DISCUSSION: To ensure consistency with the Future Land Use Map, the Council should review the following recommended administrative Zoning Map amendments; noted in proposed ordinance No. 19-09-LC:

Map Location	Future Land Use Designation	Current Zoning Category	Proposed Zoning Designation	Nature of Conflict
1. Captain Leonard Destin Park	Recreation (REC)	Calhoun Mixed Use (CMU)	Recreation (REC)	DO 17-06 was issued 08/25/17 for Park – Zoning Designation was not changed
2. Old Destin area Between Calhoun Ave. and Sibert Ave.	Calhoun Mixed Use – Village (CMU-V)	Residential Office, & Institutional-General Development (ROI-GD)	Calhoun Mixed Use –Village (CMU-V)	FLUM change adopted with Comp. Plan 2020
3. 303 & 305 Harbor Blvd.	North Harbor Mixed Use	Institutional (INST)	North Harbor Mixed Use (NHMU)	FLUM change adopted with Comp. Plan

	(NHMU)			2020
8. Destin Post Office	Town Center Mixed Use (TCMU)	Institutional (INST)	Town Center Mixed Use (TCMU)	FLUM change adopted with Comp. Plan 2020
9. Parcel south of Industrial Park Rd.	Industrial (IN)	Town Center Mixed Use (TCMU)	Industrial (IN)	FLUM change adopted with Comp. Plan 2020
10. Parcels south of 98 Palms Blvd. and north of Hwy 98 E	Town Center Mixed Use (TCMU)	Commercial General (CG)	Town Center Mixed Use (TCMU)	FLUM change adopted with Comp. Plan 2020
11. Gulf Terrace Condominiums	Town Center Mixed Use (TCMU)	Residential Office, & Institutional-General Development (ROI-GD)	Town Center Mixed Use (TCMU)	FLUM change adopted with Comp. Plan 2020
12. Rezmer Office Building	Town Center Mixed Use (TCMU)	Commercial General (CG)	Town Center Mixed Use (TCMU)	FLUM change adopted with Comp. Plan 2020
13. Destin Water Users	Town Center Mixed Use (TCMU)	Institutional (INST)	Town Center Mixed Use (TCMU)	FLUM change adopted with Comp. Plan 2020
14. Parcel located south of the Intersection of Scenic Hwy 98 and Hutchinson St.	Crystal Beach Resort (CBR)	Crystal Beach Neighborhood (CBN)	Crystal Beach Resort (CBR)	FLUM change adopted with Comp. Plan 2020
Zoning Correction: Sibert Avenue Public Parking Lot**	Residential, Office, Institutional (ROI)	Residential Office, & Institutional-General Development (ROI-GD); North Harbor Mixed Use (NHMU)	Institutional (INST)	DO 18-15 was issued for parking lot, zoning designation was not changed

**The Future Land Use Designation of these parcels will be amended with upcoming Comprehensive Plan updates.

PUBLIC INPUT: Staff received several inquiries relating to the Administrative Zoning Amendment. The majority of the received calls were general inquiries relating to the areas being rezoned, the reasoning, and effects to their properties. One resident adamantly

opposed rezoning areas #4 and #5 to ROI, as there are sand dunes located on area #4 that should be preserved, and existing single-family dwellings on area #5. At the May 16, 2019 meeting, the Local Planning Agency (LPA) received similar public input.

A. **Link to Strategic Goals / Objectives:** Enhance Quality of Life.

COMPREHENSIVE PLAN CONSISTENCY: Proposed Ordinance No. 19-09-LC is aimed at attaining consistency between the Future Land Use Map and Zoning Map, as required by the following Comprehensive Plan Objective and Policies:

Future Land Use Element Objective 1-3.6: Prevent Inconsistent Land Use.;**Future Land Use Element Policy 1-3.6.1: Managing Future Land Use.;** and **Future Land Use Element Policy 1-3.6.4: Identification of Land Use and Zoning Inconsistencies**

B. **Effect on Budget (EOB):** There is not any anticipated effect on the budget.

C. **Level of Service (LOS):**

III. CONCLUSION: The proposed Ordinance 19-09-LC reconciles the City's Zoning Map and the Future Land Use Map of the City's Comprehensive Plan. Ordinance 19-09-LC is also consistent with the City's Comprehensive Plan, the map amendments comply with Land Development Code, and staff recommends approval.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-09-LC on first reading, and direct staff to advertise the ordinance for second reading.

Attachments:

1. Ordinance 19-09-LC LPA Advertisement
2. Ordinance No. 19-09-LC Advertisement 0522_05292019
3. Admin Rezone Ordinance 19-09-LC REVISED (removed 4 AND 5)
4. EXHIBIT A LISTING OF 452 PARCELS_ JUNE 17 2019
5. EXHIBIT A DEPICTION OF 452 PARCELS JUNE 17 2019

the DESTIN Log www.thedestinlog.com

Published Bi-Weekly
Fort Walton Beach, Florida
Distributed in Okaloosa & Walton Counties
STATE OF FLORIDA
COUNTY OF OKALOOSA

Before the undersigned authorized personally appeared Ashley Abraham, who on oath says that she is an employee of Gatehouse Media Group, owner of the Destin Log, a bi-weekly newspaper published at Fort Walton Beach, in Okaloosa County, Florida; that the attached copy of advertisement, being a

NOTICE

the matter of

ORDINANCE 19-09-LC

in the Okaloosa County Court, was published in said newspaper in the issues of

5/4 & 5/11/2019

Affiant further says that the said Destin Log is a newspaper published at Fort Walton Beach, in said Okaloosa County, Florida, and that the said newspaper has heretofore been continuously published in said Okaloosa County, Florida, each day, and has been entered as periodicals matter at the post office in Fort Walton Beach, in said Okaloosa County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Applicant)

Sworn to and subscribed before me this 13th day of MAY, 2019, by Ashley Abraham, X who is personally known to me or who has produced _____ as identification.

Carolyn V. Barnes
(Signature of Notary Public-State of Florida)

CAROLYN V. BARNES
MY COMMISSION # GG 259443
EXPIRES: November 12, 2022
Bonded Thru Notary Public Underwriters

Notary Public

NF6527485

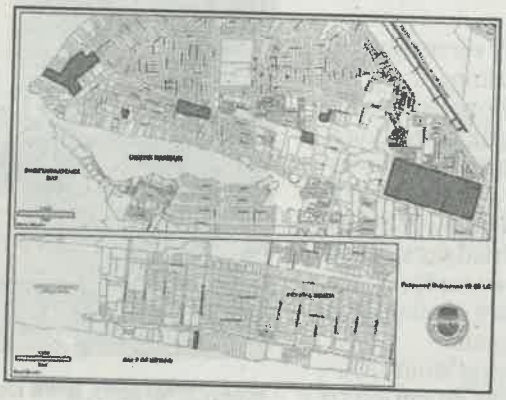
NOTICE

NOTICE IS HEREBY GIVEN that the City of Destin Local Planning Agency will hold a public hearing on Thursday, May 16, 2019 at 5:30 P.M., at Destin City Hall, 4200 Indian Bayou Trail, Destin, Florida, to consider a recommendation on the following:

A. A public hearing regarding Ordinance No. 19-09-LC relating to changes to the Zoning Map, which changes the zoning district of four hundred and sixty eight parcels (468) to match the land use designations assigned in the Future Land Use Map of the Comprehensive Plan. The proposed Ordinance title is as follows:

ORDINANCE NO. 19-09-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF 468 PARCELS GENERALLY DEPICTED IN THE LOCATION MAP ATTACHED, DESTIN, FLORIDA TO MATCH THE ASSIGNED LAND USE DESIGNATION OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



Copies of the above-mentioned subject may be reviewed at the Destin City Hall Annex, Planning Division. The public is encouraged to provide written and/or verbal comments on the above referenced matters.

All persons are advised that, if any person decides to appeal any decision made at any of these meetings, he/she will need a record of the proceedings and, for such purpose, they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (*Florida Statutes* 286.0105).

Persons with disabilities who require assistance to participate in this meeting are requested to notify the City Clerk's office at (850) 837-4242 at least 48 hours in advance.

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.

Lauren Witt
Planner
City of Destin

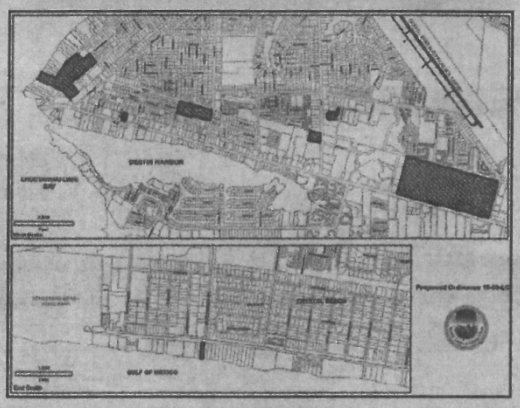
Ad Dates: 05/04/19 & 05/11/19

NOTICE

NOTICE IS HEREBY GIVEN that the City of Destin City Council will hold a public hearing on Monday, June 3, 2019 at 6:00 P.M., at Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida, to consider a recommendation on the following:

ORDINANCE NO. 19-09-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF 468 PARCELS GENERALLY DEPICTED IN THE LOCATION MAP ATTACHED, DESTIN, FLORIDA TO MATCH THE ASSIGNED LAND USE DESIGNATION OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



Copies of the above-mentioned subject may be reviewed at the Destin City Hall Annex, Planning Division. The public is encouraged to provide written and/or verbal comments on the above referenced matters.

All persons are advised that, if any person decides to appeal any decision made at any of these meetings, he/she will need a record of the proceedings and, for such purpose, they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (*Florida Statutes* 286.0105).

Persons with disabilities who require assistance to participate in this meeting are requested to notify the City Clerk's office at (850) 837-4242 at least 48 hours in advance.

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.

Rey Bailey
City Clerk

5/22 & 5/29/2019

NF-6527502

ORDINANCE NO. 19-09-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS GENERALLY LISTED AND DEPICTED IN ATTACHED EXHIBIT A, TO MATCH THE ASSIGNED LAND USE DESIGNATION OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map; and

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that various parcels of property within the City of Destin are not currently within zoning categories that are consistent with the current Future Land Use designations in place for such properties; and

WHEREAS, the City Council desires to administratively rezone the properties listed and depicted in Exhibit A to zoning categories that are consistent with the current Future Land Use designations for such properties; 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;

WHEREAS, after due public notice, a public hearing has been conducted by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation as shown in Exhibit A, for the parcels of land which are listed and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

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. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

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 _____ 2019.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: June 17, 2019
Second Reading: _____

PIN	OWNER_NAME	HOUSE_NO	STREET
00-2S-22-0000-0024-0030	1079 HWY 98 LLC	1077	HWY 98
00-2S-22-0000-0024-0000	1079 HWY 98 LLC	1079	HWY 98
00-2S-22-1095-0229-0000	4000 GULF TERRACE LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0293	A & B BEACH FRONT PROPERTIES	4000	GULF TERRACE
00-2S-22-1095-0129-0000	A & B BEACH FRONT PROPERTIES	4000	GULF TERRACE
00-2S-22-1095-0235-0000	A & B BEACH FRONT PROPERTIES	4000	GULF TERRACE
00-2S-22-1095-0000-0266	ABEE DONALD & BETTY B	4000	GULF TERRACE
00-2S-22-1095-0218-0000	ADAMS MICHAEL Q	4000	GULF TERRACE
00-2S-22-0000-0024-0020	ALVINS STORES INC	1073	HWY 98
00-2S-22-1095-0111-0000	ANDERSON ANITA	4000	GULF TERRACE
00-2S-22-1095-0233-0000	ANDREWS GEORGE	4000	GULF TERRACE
00-2S-22-0000-0017-0010	APEX PARKS GROUP LLC		MATTIE M KELLY
00-2S-22-0000-0018-0010	APEX PARKS GROUP LLC		MATIE M KELLY
00-2S-22-1095-0000-0288	ARREDONDO YOANNA B	4000	GULF TERRACE
00-2S-22-1095-0000-0287	AULT WILLIAM & CARRIE	4000	GULF TERRACE
00-2S-22-1095-0215-0000	BAILEY DAVID & LINDA	4000	GULF TERRACE
00-2S-22-1095-0000-0276	BARBOSA CORREA EDGAR & MELINA	4000	GULF TERRACE
00-2S-22-1095-0125-0000	BARTLETT MERLYN C & JANET S	4000	GULF TERRACE
00-2S-22-1095-0000-0259	BEASLEY JESSIE P JR & KIMBERLY	4000	GULF TERRACE
00-2S-22-0310-000D-0120	BELCHER JASON & CHRISTINA	147	SIBERT
00-2S-22-0000-0024-003C	BELL LLOYD F JR TRUST		GULF TERRACE
00-2S-22-1095-0114-0000	BENNETT BRANDON L	4000	GULF TERRACE
00-2S-22-1095-0000-0153	BENNETT SANDRA	4000	GULF TERRACE
00-2S-22-1095-0000-0169	BERG ETHEL	4000	GULF TERRACE
00-2S-22-1095-0000-0258	BERGMAN DENNIS W	4000	GULF TERRACE
00-2S-22-0000-0024-001A	B-HANDS LLC	1029	HWY 98
00-2S-22-0000-0016-0000	BIG BOSS I LLC	1009	HWY 98
00-2S-22-0000-0013-0160	BIG KAHUNA INC		US HWY 98
00-2S-22-0000-0013-0100	BIG KAHUNA INC	1007	HWY 98
00-2S-22-0000-0017-0000	BIG KAHUNA INC	1007	HWY 98
00-2S-22-0000-0018-0000	BIG KAHUNA INC	1007	HWY 98
00-2S-22-0000-0013-0120	BIG KAHUNA INC		US HWY 98
00-2S-22-0000-0013-0140	BIG KAHUNA INC		US HWY 98
00-2S-22-0000-0013-0170	BIG KAHUNA INC		US HWY 98
00-2S-22-0000-0013-014A	BK OF DESTIN INC	1001	HWY 98
00-2S-22-109C-0000-1000	BLACK ROBERT E & SUSAN	1234	AIRPORT
00-2S-22-109C-0000-1020	BLACK ROBERT E & SUSAN	1234	AIRPORT
00-2S-22-109C-0000-1010	BLACK ROBERT E & SUSAN W	1234	AIRPORT
00-2S-22-1095-0000-0190	BODENSTINE MEGAN D	4000	GULF TERRACE
00-2S-22-1095-0122-0000	BOWERS DEBRA J	4000	GULF TERRACE
00-2S-22-1095-0000-0184	BRIDEVAUX ELEANOE & ETAL	4000	GULF TERRACE
00-2S-22-1095-0000-0249	BROOKS DONNA L TRUST	4000	GULF TERRACE
00-2S-22-1095-0104-0000	BROUSSARD DON W JR	4000	GULF TERRACE
00-2S-22-1095-0205-0000	BURCH BONNIE H TRUST	4000	GULF TERRACE
00-2S-22-1095-0000-0154	BURCH FAMILY TRUST JOHN & MARY	4000	GULF TERRACE
00-2S-22-1095-0115-0000	BURNS JEFFERY L & MARY M	4000	GULF TERRACE
00-2S-22-1095-0220-0000	BURROWS PHILLIP H & MONICA	4000	GULF TERRACE
00-2S-22-1095-0000-0172	CARTER CAROLE & MAHER MICHELLE	4000	GULF TERRACE
00-2S-22-0000-0024-003A	CHERNICKY WAYNE K & DEE D	1065	HWY 98
00-2S-22-0000-0024-0010	CHICK-FIL-A INC	1063	HWY 98
00-2S-22-1095-0147-0000	CHINN CARLYE M & LINDA P	4000	GULF TERRACE
00-2S-22-1095-0000-2003	CISNEROS JOYCE C	4000	GULF TERRACE

00-2S-22-0310-000D-3780	CITY OF DESTIN	108	SIBERT
00-2S-22-0310-000D-3760	CITY OF DESTIN	104	SIBERT
00-2S-22-0310-000D-3790	CITY OF DESTIN	112	SIBERT
00-2S-22-1095-0242-0000	CLARKE STACEY ANN	4000	GULF TERRACE
00-2S-22-1095-0243-0000	CLARKE STACEY ANN	4000	GULF TERRACE
00-2S-22-1095-0000-0277	CLARKE STACEYANN S	4000	GULF TERRACE
00-2S-22-3075-0000-0000	CLUB DESTIN RESORT		AIRPORT
00-2S-22-3075-0000-1110	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1130	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1170	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1190	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1210	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1220	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1230	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1240	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1380	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1390	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1410	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1420	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1430	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1450	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1470	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1480	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1490	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1520	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1530	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1540	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1550	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1570	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1580	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1590	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1600	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1610	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1620	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1630	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1640	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1650	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1670	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2010	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2020	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2030	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2040	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2050	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2060	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2070	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2080	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2110	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2130	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2170	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2190	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2210	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2220	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2230	CLUB DESTIN RESORT	1085	HWY 98

00-2S-22-3075-0000-2240	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2350	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2360	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2370	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2380	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1010	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1020	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1040	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1050	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1060	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1070	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-1080	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2450	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2470	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2480	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2490	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2500	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2520	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2530	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2540	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2550	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2570	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2580	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2590	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2600	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2610	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2620	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2630	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2640	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2650	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2670	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3190	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4190	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-9999	CLUB DESTIN RESORT		AIRPORT
00-2S-22-3075-0000-3010	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3020	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3030	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3040	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3050	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3060	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3070	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3080	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3090	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3100	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3110	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3120	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3130	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3140	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3150	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3160	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-3170	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4010	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4020	CLUB DESTIN RESORT	1085	HWY 98

00-2S-22-3075-0000-4030	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4040	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4050	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4060	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4070	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4080	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4090	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4100	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4110	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4120	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4130	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4140	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4150	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4160	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-4170	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2410	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2420	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-3075-0000-2430	CLUB DESTIN RESORT	1085	HWY 98
00-2S-22-109C-0000-1180	COASTAL ACCOUNTING OF NW FL PA	1234	AIRPORT
00-2S-22-109C-0000-1190	COASTAL ACCOUNTING OF NW FL PA	1234	AIRPORT
00-2S-22-1095-0000-0281	COHEN ALDAI & SHALOM	4000	GULF TERRACE
00-2S-22-1095-0000-0275	COLE EDWARD F JR & CANDY F	4000	GULF TERRACE
00-2S-22-1095-0207-0000	COLEY DEBRA & COLEY-BAKER R	4000	GULF TERRACE
00-2S-22-1095-0225-0000	COLLIER TERRY A& MYRA B	4000	GULF TERRACE
00-2S-22-1095-0247-0000	COLLINS ANASTASIA J & ROBERT	4000	GULF TERRACE
00-2S-22-0630-0000-07B1	COLT ONE LLC	303	HARBOR
00-2S-22-1095-0000-0263	COOK CHRIS N & TERESA P	4000	GULF TERRACE
00-2S-22-1095-0000-0185	COOK RICHARD A & LORI L	4000	GULF TERRACE
00-2S-22-1095-0000-0192	COSTON RANDOLPH & DENISE	4000	GULF TERRACE
00-2S-22-1095-0246-0000	COX BOBBY G & LOUISE M	4000	GULF TERRACE
00-2S-22-1095-0210-0000	COX RODGERS L & COOK ASHLEY C	4000	GULF TERRACE
00-2S-22-1095-0146-0000	CRAY JOHN & KATHLEEN TRUST	4000	GULF TERRACE
00-2S-22-1095-0000-1006	CRITCH DENA & VANDERMOLEN P	4000	GULF TERRACE
00-2S-22-1095-0208-0000	CROSS JEFF & GLADYS	4000	GULF TERRACE
00-2S-22-1095-0000-0168	CROSS JEFFREY L & GLADYS V	4000	GULF TERRACE
00-2S-22-1095-0000-0268	CROSS JEFFREY L & GLADYS V	4000	GULF TERRACE
00-2S-22-1095-0222-0000	CROSSLEY SARA A	4000	GULF TERRACE
00-2S-22-1095-0120-0000	CUERVO ANA LUCIA	4000	GULF TERRACE
00-2S-22-1095-0245-0000	DABNEY ARTHUR L JR	4000	GULF TERRACE
00-2S-22-1095-0135-0000	DAY MICHAEL J	4000	GULF TERRACE
00-2S-22-1095-0131-0000	DEATH BRIAN & LAUBACH MICHAEL	4000	GULF TERRACE
00-2S-22-1095-0000-0188	DEEP SOUTH COMPANIES INC	4000	GULF TERRACE
00-2S-22-1095-0123-0000	DEESE MICKEY J & DEBORAH A	4000	GULF TERRACE
00-2S-22-1095-0000-0182	DELMAIN FAMILY TRUST	4000	GULF TERRACE
00-2S-22-1095-0000-0282	DELMAIN FAMILY TRUST	4000	GULF TERRACE
00-2S-22-1095-0136-0000	DENEAU OLESYA	4000	GULF TERRACE
00-2S-22-1095-0000-0174	DERRY ROBERT L	4000	GULF TERRACE
00-2S-22-0310-000D-072I	DESTIN BAY HOUSE COTTAGES LLC	118	CALHOUN
00-2S-22-0310-000D-0030	DESTIN BAY HOUSE COTTAGES LLC	109	SIBERT
00-2S-22-0310-000D-0040	DESTIN BAY HOUSE COTTAGES LLC	115	SIBERT
00-2S-22-0000-0013-0020	DESTIN WATER USERS INC	1220	AIRPORT
00-2S-22-1095-0212-0000	DIXON NANCY A & TAYLOR LESLIE	4000	GULF TERRACE
00-2S-22-1095-0112-0000	DODS WILLIAM L & MARGARET G	4000	GULF TERRACE

00-2S-22-1095-0000-0183	DRB REALTY COMPANY LLC	4000	GULF TERRACE
00-2S-22-1095-0118-0000	DUFAULT DANIEL & DENISE	4000	GULF TERRACE
00-2S-22-1095-0217-0000	DUFAULT DANIEL & DENISE	4000	GULF TERRACE
00-2S-22-1095-0000-0151	DUFAULT DANIEL & RACHAEL	4000	GULF TERRACE
00-2S-22-1095-0204-0000	DUFAULT DANIEL JR	4000	GULF TERRACE
00-2S-22-1095-0000-0159	EDWARD CHARLES R	4000	GULF TERRACE
00-2S-22-1095-0216-0000	ELLING CONNIE L	4000	GULF TERRACE
00-2S-22-0590-0000-00D0	EMERALD LTA-2	2942	OLD HWY 98
00-2S-22-0590-0000-00A0	EMERALD LTA-2 INC	2942	OLD HWY 98
00-2S-22-0590-0000-00B0	EMERALD LTA-2 INC	2942	OLD HWY 98
00-2S-22-0590-0000-00C0	EMERALD LTA-2 INC	2942	OLD HWY 98
00-2S-22-0590-0000-00E0	EMERALD LTA-2 INC	2942	OLD HWY 98
00-2S-22-0590-0000-00CA	EMERALD LTA-2 INC	2942	OLD HWY 98
00-2S-22-1095-0000-0251	EPLEY KEVIN & CAROL D	4000	GULF TERRACE
00-2S-22-1095-0000-0265	EVANS MATTHEW	4000	GULF TERRACE
00-2S-22-1095-0000-0198	FERNANDEZ DIANA	4000	GULF TERRACE
00-2S-22-1095-0000-0160	FERRELL VIRGINIA D	4000	GULF TERRACE
00-2S-22-1095-0202-0000	FERRELL VIRGINIA D	4000	GULF TERRACE
00-2S-22-0000-0018-000X	FESTIVAL FUN PARKS, LLC #701	1007	HWY 98
00-2S-22-109C-0000-1150	FINN YU SUK & TIMOTHY M	1234	AIRPORT
00-2S-22-0310-000D-0080	FLORIDA LAND INVEST PROP LLC	131	SIBERT
00-2S-22-0310-000D-005A	FLORIDA LAND INVESTMENT PROP	119	SIBERT
00-2S-22-0310-000D-0070	FLORIDA LAND INVESTMENT PROP	127	SIBERT
00-2S-22-0310-000D-0060	FLORIDA LAND INVESTMENT PROP		SIBERT
00-2S-22-0310-000D-0050	FLORIDA LAND INVESTMENT PROP	119	SIBERT
00-2S-22-0310-000D-0090	FLORIDA LAND INVESTMENT PROP	135	SIBERT
00-2S-22-0310-000D-072E	FLORIDA LAND INVT PROPERTY	124	CALHOUN
00-2S-22-0310-000D-072G	FLORIDA LAND INVT PROPERTY	122	CALHOUN
00-2S-22-1095-0145-0000	FORET FELIX & JEANNE	4000	GULF TERRACE
00-2S-22-1095-0232-0000	FOWLER JOHN M JR	4000	GULF TERRACE
00-2S-22-1095-0234-0000	GANGADHARAN VIJAYALAKSHMI &	4000	GULF TERRACE
00-2S-22-1095-0103-0000	GARRIOTT CAROLYN M	4000	GULF TERRACE
00-2S-22-109C-0000-1120	GAUVIN LLOYD D	1234	AIRPORT
00-2S-22-1095-0000-1001	GEORGE ROBERT & NESLIHAN C	4000	GULF TERRACE
00-2S-22-1095-0000-0271	GHULINYAN ANNA	4000	GULF TERRACE
00-2S-22-1095-0000-0254	GLOVER CHARLES T & JUANEESE F	4000	GULF TERRACE
00-2S-22-109C-0000-1040	GORLIN STEVE	1234	AIRPORT
00-2S-22-109C-0000-1050	GORLIN STEVE	1234	AIRPORT
00-2S-22-109C-0000-1060	GORLIN STEVE	1234	AIRPORT
00-2S-22-1095-0128-0000	GRANGER DEREK	4000	GULF TERRACE
00-2S-22-1095-0139-0000	GROTEN WILLIAM PETER & VICKIE	4000	GULF TERRACE
00-2S-22-109C-0000-0000	GULF PLACE OFFICE PARK		AIRPORT
00-2S-22-1095-0000-0158	GULF TERRACE CONDO ASSOCIATION	4000	GULF TERRACE
00-2S-22-1095-0000-0000	GULF TERRACE TWO		GULF TERRACE
00-2S-22-1095-0000-0199	GULLEDGE JAMES & SLATON PIERCE	4000	GULF TERRACE
00-2S-22-1095-0000-0267	GUNTER JANET C & KYSER GRACE S	4000	GULF TERRACE
00-2S-22-1095-0000-2005	HALE RICHARD & TONI	4000	GULF TERRACE
00-2S-22-1095-0000-2004	HALE RICHARD & TONI E	4000	GULF TERRACE
00-2S-22-1095-0000-0175	HALE RICHARD E & TONI E	4000	GULF TERRACE
00-2S-22-1095-0206-0000	HAMMONS BARBARA FARRIS	4000	GULF TERRACE
00-2S-22-1095-0000-0285	HARPER HAMILTON & DORIS	4000	GULF TERRACE
00-2S-22-1095-0000-0150	HARRELL PERRY J JR & CRAIG M &	4000	GULF TERRACE
00-2S-22-1095-0226-0000	HARTMANN KENNETH A & ALLEN D	4000	GULF TERRACE

00-2S-22-1095-0000-0255	HAYES PAMELA KAY	4000	GULF TERRACE
00-2S-22-1095-0141-0000	HELMS MARY J	4000	GULF TERRACE
00-2S-22-1095-0000-0162	HIBBARD JAMES JR	4000	GULF TERRACE
00-2S-22-109C-0000-1030	HOLIDAY INVESTMENT PROPERTIES	1234	AIRPORT
00-2S-22-1095-0000-1008	HOWELL SHARON M	4000	GULF TERRACE
00-2S-22-1095-0000-1003	HUFF HARRY	4000	GULF TERRACE
00-2S-22-1095-0000-0176	IGLEHEART MICHAEL & TATUM ALAN	4000	GULF TERRACE
00-2S-22-1095-0000-0274	IRELAN ROBERT M	4000	GULF TERRACE
00-2S-22-1095-0000-0155	IRELAN ROBERT MICHAEL	4000	GULF TERRACE
00-2S-22-1095-0000-0250	ISENHOUR CHEYENNE	4000	GULF TERRACE
00-2S-22-1095-0109-0000	ISENHOUR CHEYENNE	4000	GULF TERRACE
00-2S-22-1095-0000-0272	ISOM WALTER JR & MARIA B	4000	GULF TERRACE
00-2S-22-0000-0013-0040	J P D INVESTMENTS INC	1021	HWY 98
00-2S-22-1095-0000-0177	JAMES DON & BECKY	4000	GULF TERRACE
00-2S-22-0310-000D-072H	JEFFERSON LAND TRUST NO 14	128	CALHOUN
00-2S-22-109C-0000-1250	JENKINS ENGINEERING INC	1234	AIRPORT
00-2S-22-109C-0000-1260	JENKINS ENGINEERING INC	1234	AIRPORT
00-2S-22-109C-0000-1270	JENKINS ENGINEERING INC	1234	AIRPORT
00-2S-22-109C-0000-1280	JENKINS ENGINEERING INC	1234	AIRPORT
00-2S-22-1095-0126-0000	JONES DAVID A	4000	GULF TERRACE
00-2S-22-109C-0000-1070	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1080	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1090	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1100	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1110	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1160	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1170	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1220	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1230	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-1240	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-2260	JPD INV INC	1234	AIRPORT
00-2S-22-109C-0000-2240	JPD INVESTMENTS INC	1234	AIRPORT
00-2S-22-109C-0000-2250	JPD INVESTMENTS INC	1234	AIRPORT
00-2S-22-0000-0013-0190	KAHUNA PROPERTY LLC		US HWY 98
00-2S-22-1095-0102-0000	KIM AMANDA	4000	GULF TERRACE
00-2S-22-1095-0127-0000	KING RONALD J & DONNA M	4000	GULF TERRACE
00-2S-22-1095-0124-0000	KIRK JEFFREY H	4000	GULF TERRACE
00-2S-22-1500-0000-0010	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0020	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0030	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0040	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0050	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0060	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0070	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0080	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0090	KMC GROUP LLC	139	SIBERT
00-2S-22-1500-0000-0CA0	KMC GROUP LLC		SIBERT
00-2S-22-1095-0000-0264	LAFEVER KELLY & CHLOE	4000	GULF TERRACE
00-2S-22-1095-0000-0252	LARKIN GEORGE & DEBORAH ET AL	4000	GULF TERRACE
00-2S-22-1095-0000-2000	LEFEVER KELLY	4000	GULF TERRACE
00-2S-22-1095-0000-0191	LEGENDRE FREDERICK J JR ETAL	4000	GULF TERRACE
00-2S-22-1095-0000-2002	LEWIS WILLIAM & BRENDA	4000	GULF TERRACE
00-2S-22-1095-0000-0279	LIGHTSEY SCOTT & BODENSTINE D	4000	GULF TERRACE

00-2S-22-1095-0144-0000	LONG TERESA M & MICHEL S	4000	GULF TERRACE
00-2S-22-1095-0000-0292	LOVE SANDRA E	4000	GULF TERRACE
00-2S-22-1095-0000-0295	LOYD MARSHALL J & SIMPSON DON	4000	GULF TERRACE
00-2S-22-1095-0000-1002	MARTIN CAROLYN	4000	GULF TERRACE
00-2S-22-1095-0000-0179	MARTIN CAROLYN H	4000	GULF TERRACE
00-2S-22-1095-0000-0291	MAYER BRYAN	4000	GULF TERRACE
00-2S-22-1095-0148-0000	MCCLELLAND REBECCA G & ET AL	4000	GULF TERRACE
00-2S-22-1095-0117-0000	MCNABB LARRY & MELBA	4000	GULF TERRACE
00-2S-22-1095-0000-0262	MERCHAN MARIA C & MARK A	4000	GULF TERRACE
00-2S-22-1095-0000-2008	MEYER WAYNE R & LISA M	4000	GULF TERRACE
00-2S-22-1095-0000-2001	MILES MARCELLA M	4000	GULF TERRACE
00-2S-22-1095-0000-0280	MISHAEL HANI	4000	GULF TERRACE
00-2S-22-1095-0000-0299	MISHAEL HANI	4000	GULF TERRACE
00-2S-22-1095-0000-1007	MISHAEL HANI	4000	GULF TERRACE
00-2S-22-1095-0000-2006	MORELOCK FAMILY TRUST	4000	GULF TERRACE
00-2S-22-0000-0024-001B	MVP INVESTMENTS LLC	1027	HWY 98
00-2S-22-0310-000D-072D	NAJARIAN BRIAN K	130	CALHOUN
00-2S-22-1095-0133-0000	NEW DIRECTION IRA INC FBO	4000	GULF TERRACE
00-2S-22-1095-0143-0000	NICHOLSON WM F UNIFIED CREDIT	4000	GULF TERRACE
00-2S-22-0000-0013-003D	NORTHLINE INVESTMENTS LLC	1083	HWY 98
00-2S-22-1095-0000-0296	O'BRIANT MARSHA & JEFF	4000	GULF TERRACE
00-2S-22-1095-0228-0000	OGUZ CETIN & CARMEN C	4000	GULF TERRACE
00-2S-22-0778-0000-0010	OKALOOSA GAS DISTRICT		ZERBE
00-2S-22-0310-000D-072B	OLD TOWN COTTAGES DEVELOP LLC	138	CALHOUN
00-2S-22-0310-000D-0720	OLD TOWN COTTAGES DEVELOPMENT	146	CALHOUN
00-2S-22-0778-0000-0020	PALMER RUTH M	820	ZERBE
00-2S-22-1095-0000-0270	PARNELL TONI S	4000	GULF TERRACE
00-2S-22-1095-0000-0278	PEARLMAN DEBORAH J	4000	GULF TERRACE
00-2S-22-0630-0000-07B0	PLANTZ JAMISON L & LEECA	305	HARBOR
00-2S-22-1095-0000-0164	POPEE THOMAS H & CRIM STEPHEN	4000	GULF TERRACE
00-2S-22-1095-0000-0196	PRATER MILFORD G & KATHY K	4000	GULF TERRACE
00-2S-22-1095-0000-2007	PRESNALL LARRY W	4000	GULF TERRACE
00-2S-22-1095-0241-0000	PRICE VICTOR J	4000	GULF TERRACE
00-2S-22-1095-0000-0156	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0163	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0166	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0167	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0170	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0171	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0173	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0194	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0195	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0253	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0257	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0269	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0273	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0283	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0284	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0286	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0297	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0000-1000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0107-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0108-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE

00-2S-22-1095-0110-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0113-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0119-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0121-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0132-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0134-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0209-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0211-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0219-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0223-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0224-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0230-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0231-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0236-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0238-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0239-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-1095-0240-0000	RAJU INVESTMENTS LLC	4000	GULF TERRACE
00-2S-22-0000-0024-001C	RAMANANDA LLC	1035	HWY 98
00-2S-22-1095-0000-0187	RAY KEVIN P & TINSLEY B	4000	GULF TERRACE
00-2S-22-0000-0013-003A	REGIONAL SELF STORAGE	1230	AIRPORT
00-2S-22-109C-0000-2040	RENTALS AND REALESTATE LLC	1234	AIRPORT
00-2S-22-109C-0000-2050	RENTALS AND REALESTATE LLC	1234	AIRPORT
00-2S-22-109C-0000-2060	RENTALS AND REALESTATE LLC	1234	AIRPORT
00-2S-22-0000-0013-0260	REZMER CHRISTOPHER MICHAEL		AIRPORT
00-2S-22-1095-0214-0000	RILEY LARRY A & SUN T	4000	GULF TERRACE
00-2S-22-1095-0000-0180	RODGERS FRANCES E	4000	GULF TERRACE
00-2S-22-1095-0227-0000	RUEGG CARL	4000	GULF TERRACE
00-2S-22-109C-0000-2140	RUTT & STRUTT LLC	1234	AIRPORT
00-2S-22-109C-0000-2150	RUTT & STRUTT LLC	1234	AIRPORT
00-2S-22-109C-0000-2160	RUTT & STRUTT LLC	1234	AIRPORT
00-2S-22-1095-0000-1005	SANCHEZ MARY D	4000	GULF TERRACE
00-2S-22-1095-0000-0181	SANDY BEACHES LLC	4000	GULF TERRACE
00-2S-22-1095-0116-0000	SANTIAGO MONA R & ISIDRO	4000	GULF TERRACE
00-2S-22-0000-0058-0000	SHACKELFORD CHARLES M		INDIAN TRAIL PARK
00-2S-22-1095-0000-0261	SHARP ROBERT M & CAROL G	4000	GULF TERRACE
00-2S-22-1095-0244-0000	SIMS DYLAN T	4000	GULF TERRACE
00-2S-22-1095-0105-0000	SKROBACK KENNETH J & FLORA E	4000	GULF TERRACE
00-2S-22-1095-0000-0294	SMITH JULIE K & HARTMANN KEN A	4000	GULF TERRACE
00-2S-22-1095-0000-0186	SMITH MICHELE D	4000	GULF TERRACE
00-2S-22-1095-0137-0000	SMITH ROY & WHYTE MAUREEN	4000	GULF TERRACE
00-2S-22-1095-0201-0000	SMITHERMAN KENNETH W & MARY W	4000	GULF TERRACE
00-2S-22-0310-000D-0140	SPERIER ALBERT J & PATRICIA A	155	SIBERT
00-2S-22-0310-000D-072C	SPRING TED D & ANDREA S	134	CALHOUN
00-2S-22-1095-0142-0000	STEWART JUDY A	4000	GULF TERRACE
00-2S-22-1095-0138-0000	STIGLET LOUIS ALLEN JR	4000	GULF TERRACE
00-2S-22-1095-0248-0000	STOCKWELL AMANDA C	4000	GULF TERRACE
00-2S-22-1095-0000-0157	STOKES SCOTT & SOUTHERN JERRY	4000	GULF TERRACE
00-2S-22-1095-0130-0000	STOUGH ROBERT & YU	4000	GULF TERRACE
00-2S-22-109C-0000-1130	STRAUTMAN YAMILE	1234	AIRPORT
00-2S-22-109C-0000-1140	STRAUTMAN YAMILE	1234	AIRPORT
00-2S-22-1095-0000-0193	STRUNC IRIS & WILLIAM F	4000	GULF TERRACE
00-2S-22-1095-0000-0149	TASSIN BERNARD J	4000	GULF TERRACE
00-2S-22-1095-0000-0256	TAYLOR KENT D & ET AL	4000	GULF TERRACE

00-2S-22-1095-0140-0000	THE 40:31 GROUP LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0289	THOMPSON MELISSA	4000	GULF TERRACE
00-2S-22-1095-0000-0161	TOWNSEND PATRICIA E	4000	GULF TERRACE
00-2S-22-1095-0000-0165	TOWNSEND PATRICIA E	4000	GULF TERRACE
00-2S-22-1095-0000-0178	TOWNSEND PATRICIA E & ANTHONY	4000	GULF TERRACE
00-2S-22-1095-0000-0290	TRAVIS JOAN M (HEIRS OF)	4000	GULF TERRACE
00-2S-22-0630-0000-11A3	TRUST FOR PUBLIC LAND	101	CALHOUN
00-2S-22-0000-0011-006A	U S POSTAL SERVICE	175	MAIN
00-2S-22-1095-0000-0189	UNIT 298 LLC	4000	GULF TERRACE
00-2S-22-1095-0000-0298	UNIT 298 LLC	4000	GULF TERRACE
00-2S-22-0000-0024-0040	VAL-LU DEVELOPMENT LLC	1071	HWY 98
00-2S-22-1095-0000-0260	VIRDEN ROBERT	4000	GULF TERRACE
00-2S-22-0000-0024-003B	WAFFLE HOUSE INC	1067	HWY 98
00-2S-22-1095-0000-1004	WARD JOHN M & DELAINE R	4000	GULF TERRACE
00-2S-22-1095-0000-0152	WATZKE LEON JR & BARBARA	4000	GULF TERRACE
00-2S-22-1095-0221-0000	WEDA HOLDINGS LLC	4000	GULF TERRACE
00-2S-22-1095-0237-0000	WEST PAMELA H	4000	GULF TERRACE
00-2S-22-1095-0203-0000	WEST PAMELA HAYES	4000	GULF TERRACE
00-2S-22-0310-000D-002A	WHITE CHRISTOPHER		SIBERT
00-2S-22-0630-0000-1230	WHITE FAMILY TRUST	102	CALHOUN
00-2S-22-0630-0000-1240	WHITE FAMILY TRUST	104	CALHOUN
00-2S-22-0310-000D-0020	WHITE FAMILY TRUST		SIBERT
00-2S-22-0310-000D-072J	WHITE KATSUE (LIFE ESTATE)	108	CALHOUN
00-2S-22-109C-0000-1200	WHITE SANDS RESORT OFFICE LLC	1234	AIRPORT
00-2S-22-109C-0000-1210	WHITE SANDS RESORT OFFICE LLC	1234	AIRPORT
00-2S-22-1095-0213-0000	WHITFIELD WILLIAM SR	4000	GULF TERRACE
00-2S-22-1095-0000-0197	WOLFENDEN DAVID L & DEBRA S	4000	GULF TERRACE
00-2S-22-1095-0106-0000	WYLIE CLYDE JR	4000	GULF TERRACE
00-2S-22-1095-0101-0000	ZINKHAN KRISTINE & ROBERT	4000	GULF TERRACE

Current Zoning	Proposed Zoning
CG	TCMU
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ROI-GD	TCMU
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ROI-GD	CMU-V
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ROI-GD	CMU-V
ROI-GD	CMU-V
ROI-GD	CMU-V
INST	TCMU
ROI-GD	TCMU
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ROI-GD	TCMU
CBN	CBR
CBN	CBR
CBN	CBR
CBN	CBR
CBN	CBR
CBN	CBR
ROI-GD	TCMU
ROI-GD	TCMU
ROI-GD	TCMU
ROI-GD	TCMU
ROI-GD	TCMU
CG	TCMU
CG	TCMU
ROI-GD	CMU-V
ROI-GD	CMU-V
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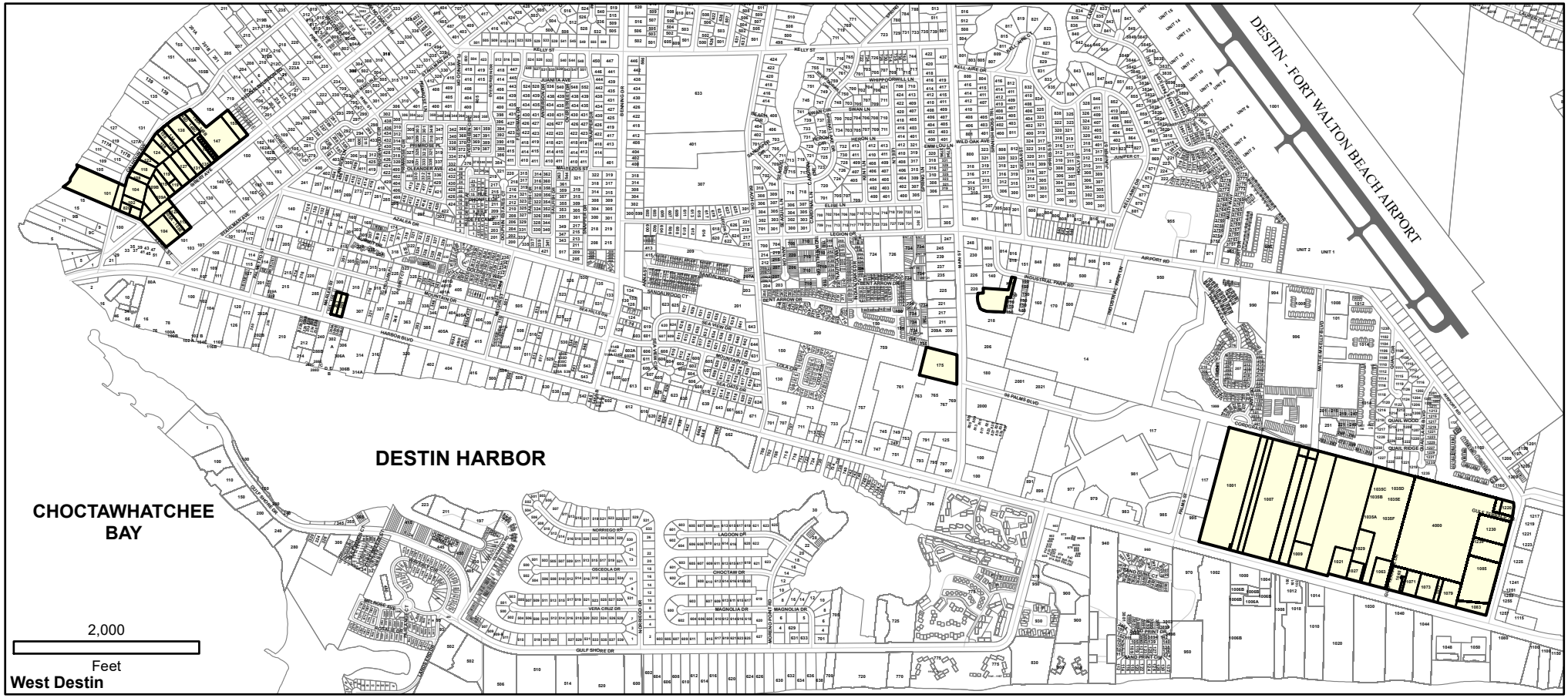

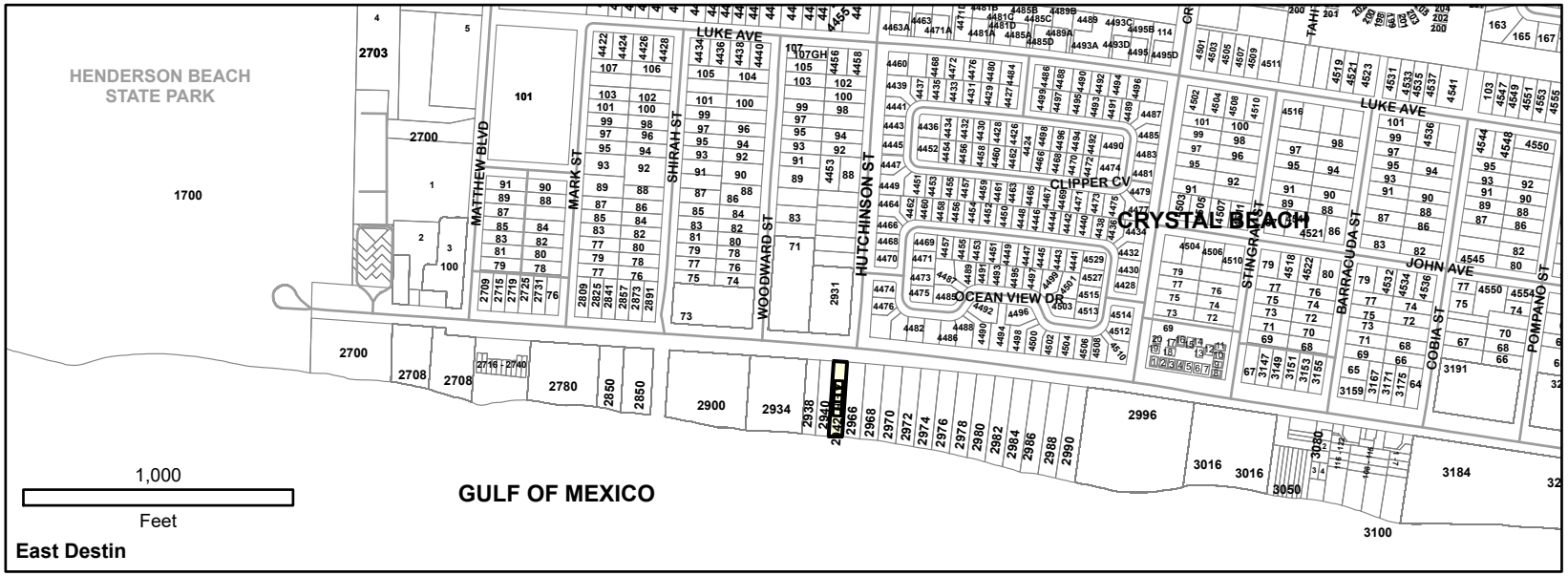

Proposed Ordinance 19-09-LC

ITEM # 2019-1320

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney

DATE: June 17, 2019

SUBJECT: First reading of Ordinance 19-11-CC - Amends the Election Day for the City of Destin

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I. BACKGROUND:

At the April 1, 2019, City Council Meeting, the City Council directed City Attorney Kyle Bauman and City Land Use Attorney Kimberly Kopp to conduct legal research and analyze certain issues relating to the timing of the City's municipal elections. In response to this direction, the City Attorney and City Land Use Attorney drafted and submitted a joint memorandum and presented their analysis and conclusions at the May 20, 2019, City Council Meeting. At this Meeting, the City Council directed the attorneys to draft an ordinance amending the City's code and aligning it with the City Charter, which dictates that the City's municipal elections are to be held on a date in November of even number years commensurate with the State General Election. The City Council further directed staff to contact the Supervisor of Elections, Mr. Paul Lux, and discuss the practicalities of moving the City's election day. City staff contacted Mr. Lux and Mr. Lux requested that he be afforded the opportunity to speak with the City Council and Mayor at its next Meeting, which occurred on June 3, 2019. At the June 3, 2019 meeting, the City Council directed Kyle Bauman and Kimberly Kopp to prepare the ordinance for first reading at the next Council meeting, and to also submit an opinion request to the Attorney General's Office for the State of Florida. In accordance with this direction, Ordinance 19-11-CC is now before the City Council on First Reading.

II. DISCUSSION:

Ordinance 19-11-CC is now before the City Council on First Reading. As discussed at length in the attorneys' memorandum, the City's broad home rule powers include the ability to align the City's election day with the State General Election in November. To accomplish this, the City Council must pass an ordinance amending the City's Code, which is what Ordinance 19-11-CC accomplishes. While the legislature passed a special law in 1992, which aligns all the Okaloosa County municipalities' election days to a day in March, the state general law specifically provides that the City's home rule powers supersede that of any special law relating to municipal election day. The law further provides that any incidental extension of elected officials terms as a result of changing the election day is acceptable.

The City Council has previously expressed its desire to move the election day because of the substantial increase in voter turnout

at November elections. According to the Okaloosa County Supervisor of Election's website, the following are the reported voter turnouts for Okaloosa County amongst registered voters in the last 5 years when municipal elections are voted on:

Year	*March*	*November*
2019	7.82%	N/A
2018	29.6%	62.5%
2017	10.91%	N/A
2016	29.13%	75.7%
2015	14.4%	N/A
5 Year Average	**20.37%**	**69.10%**

There are 11,117 registered voter in the City of Destin. 20.37 percent of 11,117 is 2,265. 69.10 percent of 11,117 is 7,682. The difference between 7,682 and 2,265 is 5,417.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Ordinance 19-11-CC is now before the Council on First Reading. Attorneys for the City are simultaneously preparing an opinion request to submit to the Attorney General's Office for the State of Florida, in accordance with prior directive of the City Council on June 3, 2019. A copy of the opinion request will be forwarded to the City Council upon completion, as well as any response received from the Attorney General's Office.

IV. RECOMMENDED MOTION: I move to approve Ordinance 19-11-CC on first reading.

Attachments:

1. 19-11-CC - Election Day amendment

ORDINANCE NO. 19-11-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO ELECTION DAY; PROVIDING FOR AUTHORITY; PROVIDING FOR THE AMENDMENT OF THE CODE OF ORDINANCES CHAPTER 9 ELECTIONS BY AMENDING SECTION 9-4 ELECTION DAY; PROVIDING THE ELECTION DAY FOR COUNCIL MEMBERS AND MAYOR TO BE HELD ON THE FIRST TUESDAY FOLLOWING THE FIRST MONDAY OF NOVEMBER IN EACH EVEN-NUMBERED YEAR; PROVIDING FOR REAFFIRMATION OF THE CANDIDATE QUALIFYING DATES PROSCRIBED BY THE CODE OF ORDINANCES CHAPTER 9 ELECTIONS, SECTION 9-8 CANDIDATE QUALIFYING DATES; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01 of the City Charter, section 100.3605, Florida Statutes, section 101.75, Florida Statutes, and section 166.021, Florida Statutes, and Article VIII, Section 2(b), Florida Constitution.

NOTE: *Language in section 2 of this ordinance that is ~~struck through~~ is language proposed to be deleted, <u>underlined</u> language is language proposed to be added, language that is not ~~struck through~~ or <u>underlined</u> is not to be changed.*

SECTION 2. AMENDMENT OF THE CODE OF ORDINANCES CHAPTER 9 ELECTIONS, SEC. 9-4 ELECTION DAY. Chapter 9 Elections, Sec. 9-4 Election day, of the Code of Ordinances is hereby amended as follows:

<u>Sec. 9-4 Election Day.</u>

Elections for members of the city council and for the office of mayor shall be held on the ~~second Tuesday in March~~ <u>first Tuesday following the first Monday of November</u> in each even-numbered year.

SECTION 3. REAFFIRMATION OF THE CANDIDATE QUALIFYING DATES PROSCRIBED BY THE CODE OF ORDINANCES CHAPTER 9 ELECTIONS, SEC. 9-8 CANDIDATE QUALIFYING DATES. The candidate qualifying dates shall remain the same as those dates so proscribed by the Code of Ordinances Chapter 9 Elections, section 9-8 Candidate qualifying dates. Specifically, the qualifying dates for election of city council and mayor shall be those proscribed by general law for state elective offices.

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ___ DAY OF _____, ___

By:_____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

_____
Rey Bailey, City Clerk

_____
Kyle S. Bauman, Esq., City Attorney

ITEM # 2019-1323

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: June 12, 2019

SUBJECT: Resolution 19-09 - Amending Rules and Procedures for City Council Meetings

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I. BACKGROUND: At their June 3, 2019 meeting, the City Council approved a motion to "reinstate the 'Public Comments' portion back as the last item on the agenda."

II. DISCUSSION: The Destin City Council desires to establish a formal written policy to set forth the procedures by which members of the audience will be allowed to comment on any matters considered at the meeting, or on any matters not on the agenda under the "Public Comments" portion of the agenda.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):

III. CONCLUSION: Attached Resolution 19-09 amends Rules and Procedures for Council Meetings by adding a "Public Comments" portion as the last item on the agenda.

IV. RECOMMENDED MOTION: I move to approve Resolution 19-09.

Attachments:

1. 09 - Amending Rules and Procedures for City Council Meetings

RESOLUTION 19-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AMENDING RESOLUTION 18-15, RULES OF PROCEDURE FOR COUNCIL MEETINGS; AMENDING ORDER OF BUSINESS AT COUNCIL MEETINGS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 17, 2013, the City Council adopted Resolution 13-15, establishing rules of procedure for City Council meetings; and

WHEREAS, on May 1, 2017, the City Council amended such procedures for City Council meetings by passing Resolution 17-24; and

WHEREAS, on May 7, 2018, the City Council amended such procedures for City Council meetings by passing Resolution 18-15; and

WHEREAS, the City Council recognizes the need to further amend its rules of procedure for Council Meetings in order to increase efficiency and public participation; and

WHEREAS, it is recognized that such amended rules of procedure will provide for consistent agendas and orderly meetings; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Destin, Florida, as follows:

SECTION 1: Resolution 18-15, which sets forth the City of Destin City Council Rules of Procedure, is hereby amended as follows:

(NOTE: Language in Resolution 18-15 that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of Resolution 13-15 that have been skipped and remain unchanged.)

* * *

6. ORDER OF BUSINESS

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL (*Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present*

and eligible to vote on the matter).

1. **APPROVAL OF MINUTES**

2. **PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ ANNOUNCEMENTS (***No public comments)*

3. **PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA** (*All agenda items other than those under Number 5)*

   (*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*).

4. **CITY MANAGER REPORTS**

5. **PUBLIC HEARINGS**

6. **CONSENT AGENDA**

7. **COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY**

8. **PUBLIC COMMENTS (*Comments from the public on any matters considered at the meeting, or on any matters not on the agenda*)**

9. **ADJOURN**

SECTION 2: This resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this resolution.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17TH DAY OF JUNE 2019
By:

_____
Gary Jarvis, Mayor

ATTEST:

Approved as to form and legal sufficiency for the City of Destin, only:

_____
Rey Bailey, City Clerk

_____
Kyle Bauman, City Attorney

ITEM # 2019-1340

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Bragg Farmer, Finance Director
Lance Johnson, City Manager
Lisa Firth, Interim Parks & Rec Director

FROM: Karen Jankowski, HR Manager

DATE: June 13, 2019

SUBJECT: Position Reclassification - Admin Asst, Parks & Rec

I. BACKGROUND: The newly appointed Parks & Recreation Director, Mrs. Lisa Firth has been assessing her departments alignment and functionality. Her department is our largest department in the City; consisting of around 41 individuals. The next largest department consists of 17 individuals.
The Parks & Recreation department has one Administrative Assistant; serving as an office manager for the large department. This individual also shares her time between the Community Center and City Hall locations.

II. DISCUSSION: We would like to reclassify the Administrative Assistant position in Parks & Recreation to an Administrative Assistant II position.
We feel the size of the department and the services managed/provided to internal and external customers is the basis for this reclassification.

A. Link to Strategic Goals / Objectives: Financially Sound City Providing Service Value.

B. Effect on Budget (EOB): The salary reclassification amount annually would be $3,245.00 For FY20. We are three quarters into FY19; so the amount for the remainder of this fiscal year is $811.25.

C. Level of Service (LOS): We feel based on the size of the department and the services managed, it would provide incentive as well as provide opportunities to further challenge capabilities of the position.

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to fund the position reclassification to the Administrative Assistant II

and authorize the City Manager to make any necessary budget amendments to account code 0157285.512000 & 0157291.512000.

Attachments:
None

ITEM # 2019-1341

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Airport Road Signing and Pavement Marking Project - RFQ 19-02-PS

I. <u>BACKGROUND</u>: The City received an FDOT LAP reimbursable grant for road improvements to this roadway involving safety upgrades and high friction paving on the curve of the road. The project is anticipated to be under contract immediately after negotiations, having a 120 calendar day schedule to be completed by November 2019; substantial completion in 90 days and final completion 30 days subsequent.

This project is an FDOT off system partial reimbursement grant and will require design documentation by the consultant and FDOT to insure compliance with the LAP requirements. FDOT will reimburse the City up to $104,963.00 for design. The Request for Proposal numbered 19-02-PS was advertised in April 2019, with proposals submitted on Tuesday, May 9, 2019 at 2:00 p.m. CT. A total of five (5) submittals were received by the City.

II. <u>DISCUSSION</u>: After consideration of the submittals received, the Bid Committee met on June 13, 2019 to review and make final recommendation on the proposals. The Bid Committee voted 4 – 0, that the top ranked firm would be recommended to City Council on June 17, 2019 for approval, conduct negotiation and contract to design the project. The firms, in alphabetical order, are Avcon, Inc., Baskerville-Donovan, Inc, Connelly & Wicker, Inc., Dewberry Engineering, Inc., Gortemoller Engineering, Inc. and Volkert, Inc. The top ranked firm by the Bid Committee was Connelly & Wicker.

Attachment B is a Conflict of Interest certification form for the Public

Officers/Employees, in this case, City Council. It is a new procedural requirement for receiving state and/or federal funds for a project. Please review the form; it requires the selection committee had no prior contact with any of the proposers regarding this proposal. In the event a selection committee member had contact with a proposer, the member shall recuse themselves from selecting a consultant. The City Clerk has the original form for signatures.

A. Link to Strategic Goals / Objectives: 3A. Implement multimodal transportation plan.

B. Effect on Budget (EOB): This project is a current CIP project (CRT 18) for FY 2019 funded by an FDOT LAP reimbursable grant providing $104,963 in funding.

C. Level of Service (LOS): There will be an increased safety to the level of service for the City's Town Center Multimodal Transportation District and Airport Road.

III. CONCLUSION: The City has received six responsive proposals for consulting engineering services for the City of Destin. These firms were reviewed and ranked by the Bid Committee. Staff is requesting approval by City Council, the top ranked respondent, Connelly & Wicker, Inc. as recommended by the Bid Committee. Upon City Council approval, the City Manager will negotiate and execute a professional services agreement with Connelly & Wicker, Inc. for professional consulting engineering services for the Airport Road Signing & Pavement Marking project. City Council's approval then will be forwarded to FDOT for concurrence.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to negotiate and execute a professional services agreement with the top ranked firm of Connelly & Wicker, Inc. for professional consulting engineering services for the Airport Road Signing & Pavement Marking project.

Attachments:

1. Connelly & Wicker Airport Rd Proposal 19-02-PS
2. Conflict of Interest Form Confidentiality Certification Airport Rd Signing Pavement Marking RFP 2019

REQUEST FOR PROPOSAL
RFP # 19-02-PS

AIRPORT ROAD
SIGNING AND PAVEMENT
MARKING PROJECT
MAY 2019

CONNELLY & WICKER, INC.
PLANNING - ENGINEERING - LANDSCAPE ARCHITECTURE

CITY OF DESTIN FLORIDA
World's Luckiest Fishing Village

Connelly & Wicker Inc.

Planning · Engineering · Landscape Architecture

May 9, 2019

Destin Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541

RE: RFP # 19-02-PS
Airport Road Signing and Pavement Marking Project Design Services
City of Destin, Florida

Dear Review Committee:

Connelly & Wicker Inc. has provided engineering services throughout Northern Florida, including projects within the City of Destin for over 35 years. We have been fortunate to work for Florida Department of Transportation on numerous projects in Walton and Okaloosa counties including US 98 Resurfacing projects close to Destin Commons and Sandestin. We are submitting our response to the RFQ # 19-02-PS for the Design and Permitting Services for Airport Road Signing and Pavement Marking project. We look forward to working with the City of Destin and the Florida Department of Transportation as part of the LAP program in producing a biddable, constructible, and safe project for the City of Destin.

Project Name:	Airport Road Signing and Pavement Marking Project Design Services
FDOT Financial Management No:	421993-2-38-01
Consultant's name:	Connelly & Wicker Inc.
Address of Responsible office:	10060 Skinner Lake Drive, Suite 500 Jacksonville, FL 32246
Contact person:	Andrew Cummings, P.E. – Vice President Phone: 904-265-3030 acummings@cwieng.com
Prime DBE Status:	Connelly & Wicker Inc. is NOT a DBE firm
Subconsultant DBE Status:	Prosser, Inc. and Southeastern Surveying and Mapping are NOT DBE qualified firms

Connelly & Wicker is FDOT Pre-Qualified in Work Types 3.1, 7.1 & 7.2. We are currently completing a LAP project for Nassau County. We can complete this project within five (5) months and within the project's construction budget. Due to the cancellation of a local county project, we have the staff ready to work on this project immediately.

Connelly & Wicker is pleased to submit an original, nine (9) copies and one (1) digital copy of our Statement of Qualifications to City of Destin. Our references listed herein will confirm that Connelly & Wicker Inc. is always very responsive to our clients needs and will meet or even exceed their expectations.

Sincerely,

Richard C. Welch, P.E.
President

10060 Skinner Lake Drive · Suite 500 · Jacksonville, FL 32246-7471 · phone 904.265.3030 · fax 904.265.3031 · www.cwieng.com
Professional Licenses: Engineering FL #3650 / GA #PEF004448 · Landscape Architecture FL #LC26000311
Jacksonville - Orlando, Florida

Section 1

Organization and Staffing

Connelly & Wicker

- Connelly & Wicker (CWI) has provided ***creative engineering solutions*** for the past 35 years to local counties and state agencies. Connelly & Wicker has more than 33 employees providing engineering services. The company history of repeat selections on design contracts supports the quality of our design and permitting services. Our professional services include a cost efficient design, permitting and construction support services. We are an engineering firm headquartered in Jacksonville, Florida licensed by the State of Florida to practice engineering. Our State of Florida engineering certificate of authorization is 3650. In 2018, we celebrated our 35th year of providing engineering design services.
- We have assigned an **Andrew Cummings, PE**, an officer of Connelly & Wicker, as the Project Manager. He will be your single point of contact for this contract.

Connelly & Wicker - Unique Team Experience for this Project

The following are reasons why the Connelly & Wicker Team is uniquely qualified for this City of Destin project:

- Recent experience preparing **Local Agency Projects (LAP)** for local governments in accordance with Federal procedures.
- Recent experience preparing construction plans utilizing **SAFETY funds.**
- Extensive experience preparing construction plans for roadway resurfacing in **FDOT District Three.**
- Team includes and Expert implementing **High Friction Surface Treatment (HFST)** on FDOT roadways.
- Extensive experience preparing construction plans for **new sidewalk** projects and roadway.
- We have a **Design Team available** to meet the City of Destin's five (5) month design schedule.
- A design firm familiar with the Emerald Coast having worked in **Destin for over 30 years.**

Connelly & Wicker Design Experience - State & Local Government Experience

Connelly & Wicker has a long history of working for state and local governments. Our state and local government contract history:

Florida Department of Transportation (District 1)	Three contracts since 2015
Florida Department of Transportation (District 2)	Multiple Contracts since 1988
Florida Department of Transportation (District 3)	Three contracts in last eight years
Florida Department of Transportation (District 5)	Four contracts in last eight years
Flagler County	General Engineering contract
City of Atlantic Beach	General Engineering contract
St. Johns County	General Engineering contract continuously since 1999
City of Jacksonville	General Engineering contract continuously since 2000
Nassau County	Since 2011

Connelly & Wicker Team

In addition to Connelly & Wicker's design staff, our Team will include:

Prosser, Inc.—Mario Dipola, P.E. has recently joined Prosser, Inc. His experience as the FDOT District Two Safety Engineer and his expertise with the application of High Friction Surface Treatment (HFST) as a Project Administrator in FDOT District One make him a key person on the Connelly & Wicker Team. Prosser will prepare the signing and pavement marking plans for the project.

PROSSER

Southeastern Surveying and Mapping Corp. (SSMC) has provided survey and subsurface utility engineering services for Connelly & Wicker for over 25 years. They have been in business since 1972.

Southeastern Surveying®
SOUTHEASTERN SURVEYING & MAPPING CORP.
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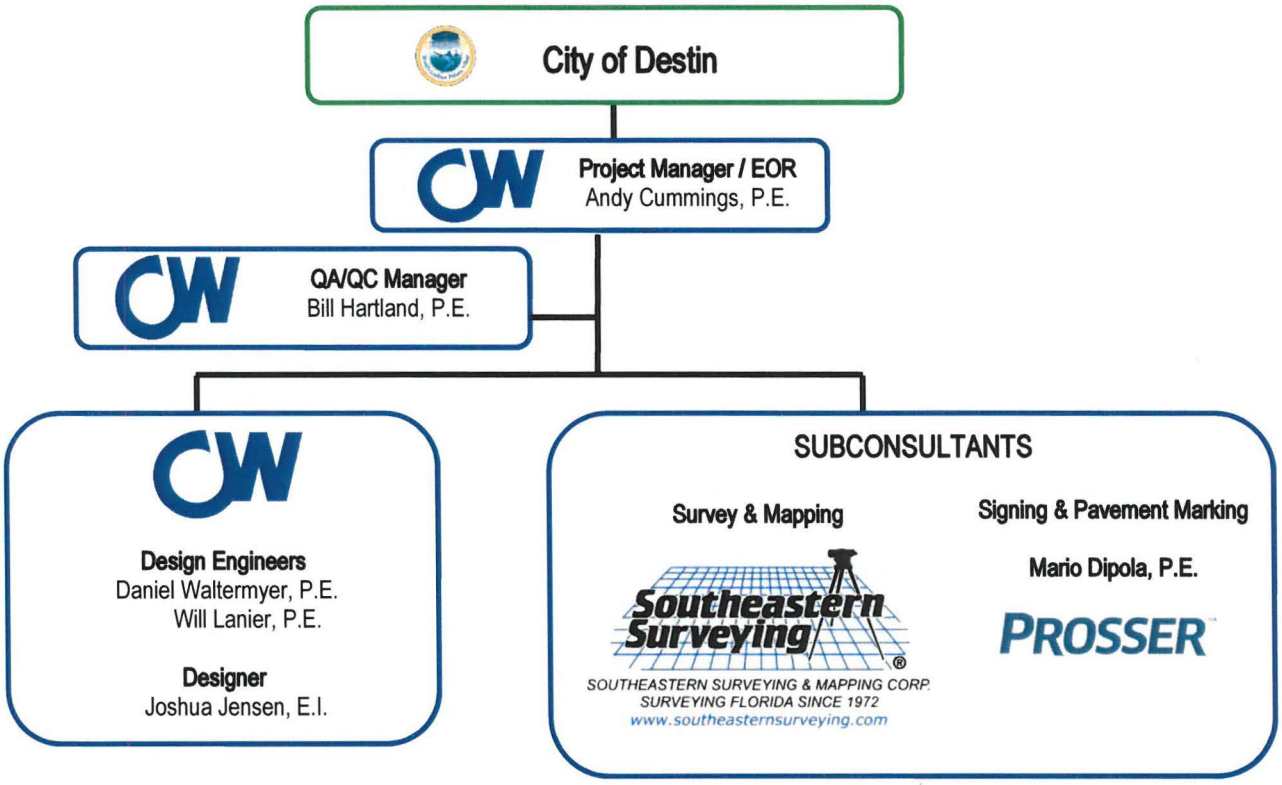

Subconsultants

Subconsultants	
Southeastern Surveying and Mapping Corp. 1130 Highway 90 Chipley, FL 32428 **PH:** (850) 638-0790 **Task:** Survey & Mapping **Percentage of Contract: 10%**	**Prosser, Inc.** 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224 **PH:** (904) 739-3655 **Task:** Signing & Pavement Marking **Percentage of Contract: 10%**

Key Staff Resumes

Connelly & Wicker has assigned **Andy Cummings, P.E. (32-years of experience)** as **Project Manager** for this contract. Most recently he has managed several FDOT resurfacing projects. **Bill Hartland, P.E.** will be assigned to oversee and manage the Quality Control (QC) process for this proposed contract. We have also included **Mario Dipola, P.E.** with Prosser, Inc. to our Team as our High Fiction Surface Treatment (HFST) expert. When he was employed with the FDOT, he was the Project Administrator **overseeing the construction for the District One's first HFST project (423277-1)**. As the FDOT District Two Safety Engineer, he oversaw multiple projects addressing lane departure crashes.

Andy Cummings, P.E., has recently completed a Resurfacing and Safety project along SR 91 in Lake County and the addition of LED lighting at nine signalized intersection in Duval County. The LED lighting upgrade provided additional visibility of pedestrian within the nine signalized intersection. While managing a District Two Miscellaneous Design contract, Andy provided QA/QC services for five sidewalk projects. His transportation project experience includes:

- **SR 91 Resurfacing and Safety Improvements, FDOT Turnpike,** Project Manager for the resurfacing and safety improvements to 10 miles of the Turnpike in Lake County. This $9 million project was let for construction in 2018 and is currently under construction.
- **SR 212 (Beach Blvd) Lighting Improvements Path, FDOT D2, Duval Co. -** Project Manager for the preparation of lighting plans for improvements to pedestrian visibility at nine signalized intersections along SR 212 (Beach Blvd) in Duval County. The roadway lighting was designed per FDOT Florida Design Manual, Section 231, signalized intersection lighting, new construction criteria. New vertical lighting calculations were prepared for each pedestrian crosswalk. All lighting required LED fixtures. New lighting was installed at the following intersection: Parental Home Road; Foster Drive; Grove Park Blvd.; Barkley Road; Peach Drive; Forrest Blvd.; Anniston Road; DeSalvo Road; and Cortez Road.
- **Miscellaneous Design Projects - FDOT District Two**, Project Manager for the design and permitting of several sidewalk projects in Levy County, Duval County and Nassau County.

Billl Hartland, P.E., has been the Project Manager for the following FDOT District Three resurfacing projects: SR 30 (US 98) in Walton County, SR 87 in Santa Rosa County, and SR 75 in Jackson County. Bill Hartland is currently Project Manager for the FDOT Minor Design contract for the FDOT D2. His Transportation Project Experience includes:

- **SR 75 Resurfacing, Jackson County, FDOT District 3,** Project Manager for the resurfacing of 3.4 miles of four lane divided highway. Project includes cross slope correction of portions of the inside travel lanes. A design exception was obtained for isolated locations of substandard cross slope outside of the limits of cross slope correction. The project schedule was accelerated to meet a letting date of February 2015.
- **SR 87 2-Lane Resurfacing, Santa Rosa County, FDOT District 3,** Project Manager and Engineer of Record responsible for the preparation of construction plans including roadway, structural and signing and pavement marking for 9.2 miles of milling and resurfacing of SR 87 through Eglin Air Force Base in Santa Rosa County.
- **SR 30 (US 98) Walton County, FDOT District 3,** Engineer of Record responsible for the preparation of construction plans including roadway and signing and pavement marking, ADA improvements, drainage structure and utility adjustments and signal loop construction for 1.5 miles of milling and resurfacing of SR 30 (US 98) in the Sandestin area of Walton County.
- **I-10 / US 301 Interchange Rehabilitation, FDOT District 2**, Engineer of Record for the $66 million rehabilitation of the I-10 / US 301 Interchange in Baldwin, Florida. This project was let for construction in 2016.
- **Wrong Way Signing Improvements, Duval County,** Project Manager for the preparation of signing and marking plans and bid documents for the addition of "Wrong Way" signs at 82 limited access interchanges in Duval County. This project was the result of a Statewide Wrong Way Crash Study prepared in April 2015 that identified 6,300 wrong way crashes in the state of Florida between 2009 and 2013. This project is currently under construction.

Danny Waltermyer, P.E., is a professional engineer with 11 years of experience all with Connelly & Wicker. Danny has worked on both roadway and drainage projects for local counties and the FDOT. In addition, he has managed several Task Orders from the 2012 City of Jacksonville Miscellaneous Civil Engineering Services contract. His Transportation Project Experience includes:

- **Pages Dairy Road Widening & Resurfacing, Nassau County, Florida,** Project Manager and EOR for preparation of plans and bid documents for the widening of Pages Dairy Road, from Felmor Road to Chester Road in Nassau County. The project was 3 miles in length. The existing 2-lane rural roadway had 10 foot lanes with no paved shoulder. The proposed construction required a 2-foot wide, full depth pavement widening on each side of the roadway, 4-feet of paved shoulder and 3 feet unpaved shoulder. This typical section provides 2-11' lanes, 5-feet of paved shoulder and 3-feet of unpaved shoulder for a total shoulder width of 8-feet.
- **SR 500 Drainage Rehabilitation, FDOT D5**, Project Manager and EOR for the replacement of 2000 feet of inadequately sized storm sewer pipe along SR 500 in Marion County. The project required the construction of a jack and bore pipe under the existing roadway in order to maintain traffic. Responsible for the preparation of the drainage design, maintenance of traffic plans and the lighting plans.
- **Joeandy Road Intersection Improvements, City of Jacksonville,** Project Manager and EOR for the addition of a right turn lane on Joeandy Road at Atlantic Boulevard. This project required the addition of a retaining wall to avoid impacts to the property owners. Responsible for the preparation of the maintenance of traffic plans and the preparation of the bid documents.

Will Lanier, P.E., is a professional engineer who joined Connelly & Wicker in 2007 working on public infrastructure projects for the FDOT and Nassau County. Mr. Lanier has recently completed a 1.7 mile reconstruction of SR 200 through Yulee for the FDOT. His I-10 / US 301 interchange rehabilitation project is currently under construction.

- **SR 200 Reconstruction, Yulee, Florida, FDOT D2,** Lead engineer responsible for the roadway and drainage design for this 1.7-mile FDOT project. The project consisted of the complete reconstruction of the four-lane roadway to a six-lane urban section. This project included median access changes, roadway and drainage design, utility design, and significant maintenance of traffic plan preparation. As lead design engineer, Mr. Lanier was responsible for work on the plan & profile sheets, cross sections, drainage, and the horizontal and vertical alignment.
- **SR 75 (US 231) RRR Project, Jackson County, FDOT D3** Lead Roadway Engineer and Engineer-of-Record for the re surfacing of 3.4 miles of four lane divided highway. Project included cross slope correction of portions of the inside travel lanes. A design exception was obtained for isolated locations of substandard cross slope outside of the limits of cross slope correction. The project schedule was accelerated to meet a letting date of February 2015.
- **Chester Road Resurfacing, Yulee, Florida, Nassau County Engineering** Project Manager for the resurfacing of Chester Road from Heron Isle Parkway to Blackrock Road in Nassau County. The project was 2.7 miles in length. The existing 2-lane rural roadway had 11 foot lanes with no paved shoulder. The typical section provides 2-11' lanes, with no paved shoulder. Sections of the existing roadway required competed reconstruction due to base failure. The entire roadway was resurfaced with new friction course. This project is scheduled for construction in 2019.

Joshua Jensen, E.I., is a graduate engineer who joined who joined Connelly & Wicker in 2017 and is currently a roadway designer for the firm's transportation design team.

- **SR 45 Sidewalk, from SR 78 to N. Tamiami Trail, FDOT D1** Designer responsible for the preparation of roadway plans for the construction of 2 miles of new sidewalk. This project is scheduled for construction in 2020.
- **Pages Dairy Road Resurfacing, from Felmor Road to Chester Road, Nassau County, Florida,** Roadway designer responsible for the plan preparation for the 3-mile resurfacing of this 2-lane rural roadway. The roadway was widened from ten feet to eleven feet with the addition of an eight foot shoulder. Responsibilities included roadway design, cross section preparation and the preparation of an estimate of probable construction cost. This project is currently scheduled for construction in FY 2019.
- **Greenwood Community sidewalk,** Prepared construction plans for a new sidewalk along Evergreen Lane and Susan Drive in Clay County, Florida. The sidewalk was added to connect students from the Greenwood community to Doctors Inlet Elementary School.

PROSSER

Mario Dipola, P.E., is a professional engineer who joined Prosser, Inc. in 2018. Prior to joining Prosser, Mario worked for FDOT for 10 years. Most recently, he was the FDOT District 2 Safety Engineer (DSE) for 1.5 years and an engineer in FDOT D2 Safety office for three years. He has attended multiple FDOT lane departure courses where HFST was the preferred solution.

Prior to FDOT District 2, Mario was a FDOT District 1 Design Project Manager for one year with a focus on safety and operational improvements projects. In addition to project management , Mario managed the FDOT D1 Value Engineering program for two years, and was an in-house Project Manager while on the 4-year PE Trainee program. He was the project administrator for FPN 423277-1, **FDOT District 1's first HFST project.**

Before leaving FDOT D2, Mario completed the I-10/Stockton Interchange safety study in Jacksonville where he ensured High Friction Surface Treatment (HFST) would be part of the programmed solution. He also worked with Cody Ko, PE, PhD (Safety Studies Engineer for D2) preparing plans to install HFST at off-ramps throughout District Two. To ensure acceptance by all internal FDOT departments (especially maintenance), he coordinated a district department heads meeting to review the HFST product, and coordinated a free demonstration in Lake City in 2018.

During his time with the FDOT, Mario Dipola developed relationships with Charles Holzschuher, PE in the FDOT State Materials Office who oversaw the preparation of the HFST specification, and with Michael Lewis, FDOT D3 Safety Engineer.

Section 2

Experience of the Firm and References

Our **FDOT LAP** project experience:

1. Pages Dairy Road Widening & Shoulder Improvements (Nassau County, 2019) **[Project No. 1]**
2. CR 25 Sidewalk and Drainage Improvements (Town of Lady Lake, Lake County, 2017) **[Project No. 3]**

Our **Sidewalk** project experience:

1. City of Williston Safe Routes to School (Levy County, 2014) **[Project No. 4]**
2. CR 25 Sidewalk and Drainage Improvements (Town of Lady Lake, Lake County, 2017) **[Project No. 3]**
3. SR 228 Sidewalk (City of Macclenny, Baker County, 2015) **[Project No. 9]**

Our **FDOT Resurfacing** project experience:

1. SR 482 (Sand Lake Road) Safety Improvements (Orange County, 2017) **[Project No. 2]**
2. SR 75 Resurfacing (Jackson County, 2015) **[Project No. 5]**
3. SR 91 Resurfacing & Safety Improvements (Lake County, 2017) **[Project No. 6]**

Our **FDOT Lighting & Safety Funded** project experience:

1. SR 482 (Sand Lake Road) Safety Improvements (Orange County, 2017) **[Project No. 2]**
2. SR 212 (Beach Blvd) Lighting Improvements (Duval County, 2019) **[Project No. 7]**
3. Wrong Way Signing Improvements (Duval County, 2018-2019) **[Project No. 8]**
4. SR 91 Resurfacing & Safety Improvements (Lake County, 2018-2019) **[Project No. 6]**

1. Project Name: Pages Dairy Road Widening and Shoulders Improvements
Client: Nassau County Engineering Services Department
Reference: Robert Companion – Project Manager
96161 Nassau Place
Yulee, FL 32097
904-530-6225
rcompanion@nassaucountyfl.com
CWI EOR: **Danny Waltermyer, P.E.**
Construction Cost: $ 3.4 Million (Estimated)
Project Status: Professional Services: January 2017 to March 2019
Construction Services (planned): March 2019 to November 2019

Project Description:

Prepared plans and bid documents for the widening of Pages Dairy Road, from Felmor Road to Chester Road in Nassau County. The project was 3 miles in length. The existing 2-lane rural roadway had 10 foot lanes with no paved shoulder. The proposed construction required a 2-foot wide, full depth pavement widening on each side of the roadway, 4-feet of paved shoulder and 3 feet unpaved shoulder. This typical section provides 2-11' lanes, 5-feet of paved shoulder and 3-feet of unpaved shoulder for a total shoulder width of 8-feet. The new 5 -foot paved shoulder will be marked as a bicycle lane. Super elevation was corrected in one existing horizontal curve. The entire roadway was resurfaced with new friction course. The project required safety end-treatments to driveway drainage culverts. At several locations, headwalls were extended beyond the clear zone.

2. Project Name: SR 482 (Sand Lake Road) Safety Improvements
Client: Florida Department of Transportation
Reference: Carol Hatfield, P.E. - FDOT Project Manager, District Five
carol.hatfield@dot.state.fl.us
386-943-5321
Project location: City of Orlando, Orange County
Constructed Cost: $ 1,957,429
Project Status: This project was constructed in 2017.

Project Description:

Prepared roadway, signing and marking, signalization plans and bid documents for the resurfacing of SR 482 (San Lake Road) from Golden Sky Lane to Lake Gloria Boulevard in Orange County. This project was funded by safety funds and included milling and resurfacing of SR 482 (Sand Lake Rd) in Orlando with an open-graded friction course (FC-5) to improve skid resistance during wet weather conditions, provide bike lane keyholes and additional pedestrian features at Voltaire Drive with other minor ADA compliance upgrades. The project was 1.3 miles in length. After performing a pedestrian study, 3400 LF of new sidewalk was added to the project.

3. Project Name:	CR 25 Sidewalk and Drainage Improvements LAP Project
Client:	Town of Lady Lake
Reference:	Mike Burske - Town of Lady Lake mburske@ladylake.org 352-430-0451
Project location:	Town of Lady Lake, Lake County
CWI EOR:	**Brian Alley, PE**
Constructed Cost:	$ 344,700
Project Status:	This project was constructed in 2017.

Project Description: Connelly & Wicker prepared construction plans and specifications for the construction of 0.8 miles of sidewalk along Oak Street and CR 25 providing sidewalk connectivity to Villages Elementary School in the Town of Lady Lake. This project was a Local Agency Project (LAP) Safe Routes to School project sponsored by FDOT District Five with federal funding. Construction documents were prepared for the Town of Lady Lake with FDOT oversight.

4. Project Name:	City of Williston – Safe Routes to School
Client:	Florida Department of Transportation
Reference:	Renee Brinkley - FDOT Project Manager, District Two renee.brinkley@dot.state.fl.us 386-961-7392
Project location:	City of Williston; Levy County
Constructed Cost:	$ 557,388
Project Status:	This project was constructed in 2014.
Dates of Service:	March 2012 to May 2013
Construction:	August 2013 to January 2014

Project Description: Connelly & Wicker was the designer for the addition of 17,600 LF of new concrete sidewalk within the City of Williston for the Florida Department of Transportation. This project was funded by Safe Routes to School funding. Sidewalks were added to the following streets: CR 316, Main Street, SE 4th Street, SW 7th Avenue, SW 5th Avenue, SW 3rd Street, NW 4th Street, SE 8th Street, SE 3rd Avenue, NE 4th Ave. and SE 10th Street.

5. Project Name: SR 75 Resurfacing - Jackson County
Client: Florida Department of Transportation
Reference: Tim Smith, P.E. – Project Manager (has taken a new position with FDOT)
1074 Highway 90
Chipley, FL 32428
CWI EOR: **Bill Hartland, P.E.**
Construction Cost: $ 3.2 Million
Project Status: Professional Services: September 2013 to January 2015
Construction Services: March 2015 to November 2015

Project Description: Prepared plans and bid documents for the resurfacing of SR 75 in Jackson County. The project was 3.4 miles in length. The existing 4-lane rural roadway had four 12-foot lanes with 5-foot paved shoulders. The entire roadway was resurfaced with new friction course. The project required safety end-treatments to driveway drainage culverts. Project included cross slope correction of portions of the inside travel lanes. A design exception was obtained for isolated locations of substandard cross slope outside of the limits of cross slope correction.

6. Project Name: SR 91 Resurfacing & Safety Improvements
Client: Florida's Turnpike Enterprise
Reference: Jason Christopher, P.E. – FTE Project Manager
Florida's Turnpike MP 263, Building 5315
Ocoee, FL 34761
CWI EOR: **Andrew Cummings, P.E.**
Construction Cost: $ 9,338,889
Project Status: Professional Services: December 2016 to December 2017
Construction Services: May 2018 to April 2019

Project Description: Prepared roadway, signing & marking, structures and lighting plans for improvements to 10 miles of SR 91 (Florida's Turnpike) from MP 287 (Leesburg Toll Plaza) to MP 297 (Sumter County line) in Lake County. The horizontal curve over SR 25 (US 27) required super-elevation correction to meet the 70 MPH design speed. Significant effort was required preparing traffic control plans for the super-elevation correction without having daytime or weekend lane closures while meeting the Florida Turnpike's pavement drainage

7. Project Name: SR 212 (Beach Blvd.) Lighting Improvements
Client: Florida Department of Transportation—District Two
Reference: Douglas Dycus, PE – FDOT Project Manager
Douglas.dycus@dot.state.fl.us
1109 South Marion Avenue
Lake City, FL 32025
CWI EOR: **Andrew Cummings, P.E.**
Construction Cost: $ 360,108
Project Status: Professional Services: May 2017 to May 2018
Construction Services: January 2019 to November 2019

Project Description: Prepared lighting plans for improvements to pedestrian visibility at nine signalized intersections along SR 212 (Beach Blvd) in Duval County. The roadway lighting was designed per FDOT Florida Design Manual, Section 231, signalized intersection lighting, new construction criteria. New vertical lighting calculations were prepared for each pedestrian crosswalk. All lighting required LED fixtures. New lighting was installed at the following intersection: Parental Home Road; Foster Drive; Grove Park Blvd.; Barkley Road; Peach Drive; Forrest Blvd.; Anniston Road; DeSalvo Road; and Cortez Road.

8. Project Name: Wrong Way Signing Safety Improvements
Client: Florida Department of Transportation
Reference: Aaron Kaster - FDOT Project Manager, District Two
aaron.kastor@dot.state.fl.us
386-961-7481
Project location: Duval County
CWI EOR: **Bill Hartland, PE**
Constructed Cost: $ 1,327,181
Project Status: Under construction and schedule to be completed in June 2019.

Project Description: Prepared signing and marking plans and bid documents for the addition of "Wrong Way" signs at 82 limited access interchanges in Duval County. This project was the result of a Statewide Wrong Way Crash Study prepared in April 2015 that identified 6,300 wrong way crashes in the state of Florida between 2009 and 2013. This project is currently under construction.

9. Project Name:	SR 228 Sidewalk in City of Macclenny
Client:	Florida Department of Transportation—District 2
Contact Person:	Renee Brinkley – FDOT Project Manager renee.brinkley@dot.state.fl.us 386-961-7392
Project location:	City of Macclenny, Baker County, Florida
CWI EOR:	**Brian Alley, PE**
Constructed Cost:	$ 343,355
Project Status:	This project was constructed in 2014.

Project Description: The SR 228 (5th Street) sidewalk project consisted of constructing 0.9 miles of 5-foot concrete sidewalk along SR 228 from William Barber Road to Lowder Street in the City of Macclenny. The design effort included earthwork, drainage, signalization, maintenance of traffic, signing and pavement marking, and wetland permitting. The 5-foot sidewalk was placed to avoid extending an existing concrete box culvert. The project included utility coordination.

Section 3

Availability of Workload and Willingness to Meet Time Requirement

Project Resources & Staff Availability

We propose five members of our professional staff to be fully or more than 50% committed to this City project. With our current workload and staffing, we can increase the amount of resources at anytime during the projected 5-month schedule.

Assigned Staff Availability: Assumed start date = July 2, 2019

Andrew Cummings, PE— is not currently managing a any FDOT or local government projects—**80% available**
Bill Hartland, PE—is managing two FDOT Miscellaneous Design projects—**more than 50% available**
Will Lanier, PE—is managing one design project for Nassau County—**50% available**
Danny Waltermyer, PE—is managing one Clay County —**5% available**
Joshua Jensen, EI—currently working with Clay County on an assignment that ends May 31, 2019—**100% available**
Mario Dipola, PE—new employee with Prosser who is not assigned yet to any project.—**50% available**

Connelly & Wicker State & Local Government staff

Connelly & Wicker has a Public Infrastructure engineering staff of 14, which includes seven registered professional engineers, five graduate engineers, and two designers.

Employees of CWI	Years of Experience	Years with Firm	PE License No.	Assigned to Airport Road
Andy Cummings, P.E.	32	22	43254	**Yes**
Danny Waltermyer, P.E.	11	11	73903	**Yes**
Bill Hartland, P.E.	28	10	48865	**Yes**
Brian Alley, P.E.	18	14	67413	
Will Lanier, P.E.	11	11	75409	**Yes**
Rick Welch, P.E.	33	33	40279	
Toan Nguyen, P.E	7	7	83256	
Ryan McCarthy, EI	2	2		
Wade Woods, EI	4	4		
Edgar Garcia, EI	3	3		
Joshua Jensen, EI	1	1		**Yes**
Daniel VanSickle, EI	1	1		
Jose Praxedes	32	3		
Justin Reck	10	1		

Additional Resources

We have additional employees who will be available if needed to complete the project by December 3, 2019.

Estimated Staff Hours

We have made a preliminary estimate needed to prepare the construction plans and bid documents. We estimate this project will require between 750 an 850 manhours to complete. Additional hours will be required if a lighting component is added to the project.

Schedule

A schedule is provided on the following page. We have replaced the Phase I submittal with a "Airport Road Rehabilitation Report" in order to advance the design while the survey is being collected. An Estimate of Probable Construction Cost will be provided with the Rehabilitation Report and each Phase submittal.

Task Name	2020		
	Jan	Apr	Jul
CONTRACT ADMINISTRATION			
Notice to Proceed/Kickoff Meeting with PM			
Prepare and Submit Project Schedule			
Prepare and Submit Quality Control Plan			
REHABILITATION REPORT			
Prepare Rehabilitation Report			
Submit Rehabilitation Report			
Rehabilitation Report City of Destin Review	**view**		
SURVEY			
Design Survey			
QA/QC Design Survey			
PHASE II (60%) PLANS PRODUCTION	**ODUCTION**		
Prepare Phase II Plans			
Prepare Cost Estimates			
Phase II QA/QC			
Phase II Plans Submittal to City of Destin	**Destin**		
Phase II City of Destin Plans Review	**s Review**		
PHASE III (90%) PLANS PRODUCTION	**%) PLANS PRODUCTION**		
Prepare Phase III Plans			
Update Cost Estimates	**s**		
Phase III QA/QC			
Phase III Plans Submittal to City of Destin	**ittal to City of Destin**		
Phase III City of Destin Plans Review	**of Destin Plans Review**		
FINAL PLANS PRODUCTION	**NS PRODUCTION**		
Prepare Final Plans & Bid Documents	**al Plans & Bid Documents**		
Update Cost Estimates	**st Estimates**		
Utilities Certified	**rtified**		

Task Name	2020		
	Jan	Apr	Jul
Permits Acquired	**quired**		
Final QA/QC	C		
Final Plans Submittal to City of Destin	**s Submittal to City of Destin**		

Section 4

Project Approach and Understanding Of Critical Issues

Project Approach and Understanding of Critical Issues

Connelly & Wicker's past success preparing Local Agency Program (LAP) projects and our FDOT District Three experience are the reason we are pursuing this RFP for City of Destin. We know and understand the process to prepare LAP projects for construction.

GOALS FOR THE AIRPORT ROAD SIGNING AND PAVEMENT MARKING PROJECT

- Prepare a set of construction plans, signed and sealed by July 12, 2019.
- Prepare a set of construction plans that can be built for the established construction budget.
- Prepare a set of construction plans that are permittable by the Northwest Florida Water Management District (NWFWMD).

Existing PCMS placed in the westbound shoulder prior to the Airport **Road curve warning motorists to "slow down"**

UNIQUE EXPERIENCE

Connelly & Wicker is uniquely qualified to provide the requested engineering design services because:

1. We have recently completed a FDOT LAP project for Nassau County.
2. We have included an expert on our Team who is familiar with the High Friction Surface Treatment (HFST).
3. We are a firm that routinely produces resurfacing plans for local governments and the Florida Department of Transportation.

PROJECT MANAGEMENT PLAN

Our Project Management Plan begins with the assignment of **Andy Cummings, P.E.** as Project Manager, **Bill Hartland**, **P.E.** as QA/QC Manager, and an experienced design team to provide the design and permitting services. Each sub-consultant has **identified a single point of contact for this project, each of whom have an established relationship with Connelly & Wicker's** Project Manager. The key elements of our Project Management Plan are as follows:

- Identify the major tasks.
- Define the effort associated with each major task.
- Setting a schedule and staffing requirement for each task.
- Tracking progress of each task daily / weekly / monthly depending upon the relative importance to the overall project schedule and dependent task.
- Documenting progress through the issuance of Monthly Progress Reports.
- Confirming that Connelly & Wicker staff and sub-consultants are following the QA/QC procedures.
- **Maintaining contact as need with City of Destin's Project Manager and other interested entities such as utility companies.**

SURVEY

Connelly & Wicker will authorize our surveyor, SSMC to collect the full 3D survey for the 0.3 miles of Airport Road from Mattie Kelly Blvd to Quail Circle. The survey will include all topographic features, subsurface utility locations, and a digital terrain model that will allow cross sections to be developed at any location within the project corridor.

DESIGN CRITERIA – FDOT GREENBOOK

The FDOT *2016 Edition of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)* and AASHTO's *2011 A Policy on Geometric Design of Highways and Streets* will define the criteria for the improvements to Airport Road.

TYPICAL ROADWAY SECTION

Horizontal Curve Radius

Our staff visited the project site and estimated the Airport Road horizontal curve is less than 300 feet in radius. The minimum radius according to the *Florida Greenbook* for a 35 MPH urban roadway is 360 feet with a super elevation rate of 0.050. We will prepare the needed Design Exception to authorize the lesser value. Connelly & Wicker has a significant amount of experience preparing these documents for FDOT District Three.

Super elevation

Existing roadway super elevation was randomly checked during a project field review. The existing super elevation measured between 0.040 and 0.055. Super elevation correction may be a required once the roadway cross sections are obtained and analyzed.

Shoulders

There is existing 1-foot ribbon curb located at the edge of pavement. Between the ribbon curb and the sidewalk there is a drop off into a roadside swale. This swale may have been permitted as a stormwater treatment facility. There are two improvement options to consider:

Option 1: construct a recoverable shoulder and place guardrail in the westbound direction to protect vehicles from leaving the roadway and hitting the airport fence.

Option 2: replace the ribbon curb with curb & gutter and shoulder and place guardrail at the face of curb to protect vehicles from leaving the roadway and hitting the airport fence.

We will evaluate a benefit cost analysis to determine the best value solution.

EXISTING SIGNING

The eastbound curve chevron signing is located within the right shoulder. The signs should be on the far-side of the roadway and we recommend increased size be used.

There are existing flashing beacons on advanced curve warning signs.

FHWA MITIGATION STRATEGIES FOR DEFICIENT DESIGN ELEMENTS

The *FHWA Mitigation Strategies for Design Exceptions dated July 2007* provides mitigation strategies for design elements that cannot meet AASHTO / Florida Greenbook criteria. The table below summarizes mitigation strategies for the deficient horizontal curve on Airport Road that could be implemented in conjunction with a Design Exception for Horizontal Alignment.

FHWA Mitigation Strategies - Horizontal Alignment					
Design Element	Objective	Mitigation Strategy	Existing	Recommend	Justification
Horizontal Alignment & Superelevation	Provide advanced warning	Signing	Yes	Yes	Additional advanced curve signs
		Pavement marking messages	No	No	Pavement condition prior to curves
		Dynamic curve warning systems	Yes	Yes	Solar powered flashing beacons on advanced curve warning signs
	Provide delineation	Chevrons	Yes	Yes	Increase sign size to 24-in. x 36-in. Improve location.
		Post mounted delineators	No	No	Using increased chevron panel size
		Reflectors on barrier	No	Yes	Guardrail is being upgraded
	Improve ability to stay in the lane	Widen roadway	No	No	Limited right-of-way and proximity of the airport
		Skid-resistant pavement	No	Yes	High Friction Surface Treatment (HFST) to increase traction
		Enhanced pavement markings	No	Yes	New pavement markings
		Lighting	Yes	Yes	Document nighttime crashes
		Centerline rumble strips	No	No	Residential neighborhood
		Shoulder rumble strips	No	No	Residential neighborhood
	Improve ability to recover if driver leaves the lane	Painted edgeline rumble strips	No	No	Residential neighborhood
		Paved or partially paved shoulders	No	Possible	Evaluate the B/C for the preferred Typical section.
		Safety Edge	No	No	Would conflict with guardrail Placements
	Reduce crash severity if driver leaves the roadway	Remove or relocate fixed objects	Yes	No	Protect with guardrail
		Traversable slopes	No	Yes	Improve shoulder cross slopes
		Breakaway safety hardware	No	Yes	Breakaway sign posts will be utilized
		Shield fixed objects and steep slopes	No	Yes	Fixed objects will be protected with guardrail

INNOVATIVE CONCEPT and COST SAVINGS

We will evaluate the use of High Friction Surface Treatment (HFST) within the curve to provide additional resistance for vehicles traveling through the curve. A Pavement Design and cost analysis will be provided to document the HFST benefits. In order to reduce construction cost, our design will attempt to maintain the existing 8-foot sidewalk on the westbound side of Airport Road.

CONSTRUCTION COST ESTIMATE

At each submittal milestone (Preliminary Report, 60%, 90%, 100%) it is Connelly & Wicker's responsibility to provide the City an Estimate of Probable Construction Cost

SCHEDULE

Connelly & Wicker is proposing a 5 month design schedule from NTP to submittal of signed and sealed plans. (Microsoft Project Schedule has been included in Section 3). With the requirement to provide three (3) weeks of review time for each submittal, in order to meet the five (5) month schedule, we recommend the omission of the Phase I (30% submittal). Instead of preparing a **Phase I (30%) submittal, we recommend preparing a an "Airport Road Rehabilitation Report" outlining the roadway's deficiencies** and providing the recommended mitigation strategies for the deficient roadway design elements.

METHODS TO MEET SCHEDULE

Roadway improvement projects require multi-discipline tasks to work concurrently. The following tasks require priority to assure the project remains on schedule:

1. Coordinate with the City Project Manager and the FDOT concerning the applicable design criteria and Typical **Section. The Airport Road Rehabilitation Report shall also include a "No U-Turn Study".**
2. Prepare a Design Exception for Horizontal Alignment for signature by District Design Engineer, Rodney Chamberlain.
3. Make sure all utilities within the corridor are shown on the plans and schedule face-to-face meetings to resolve all conflicts.
4. Connelly & Wicker will conduct a CONSTRUCTABILITY REVIEW of the plans before the 90% submittal. A review of the construction sequence and the MOT plan will occur.

PERMITTING

A PRE-APPLCIATION meeting with NWFWMD will be scheduled to determine the stormwater permitting options available.

CLIENT SATISFACTION

Clients are satisfied when schedules and construction budgets are met. **Andy Cummings, PE** our **Project Manager** will be the **City's single point of contact responsible for schedule and budget. Most projects present some unforeseen design challenges** after **the project enters the design phase. If design challenges do arise, it is Andy Cummings' job to provide the City's Project** Manager clear information concerning the challenge AND provide a solution or two to assuage the problem.

Andy may request an internal PEER REVIEW or a CONSTRUCTABILITY REVIEW to evaluate design options. It will be Andy's job to make design changes that mitigate the construction cost increase or schedule change. If in his decision, the design cannot **change from the approved standards, he will then provide alternatives for the City's Project Manager to choose from to reduce project costs and maintain the project's schedule. Good communication skills are mandatory and Andy Cummings has** demonstrated success in the past with local government and FDOT projects keeping projects on schedule and within budget.

Section 5

Other Statements, Forms, and Documentation

A. Certificate of Insurance
B. Proof of Licenses/Certifications
C. FDOT Prequalification letter: 3.1-Minor Highway Design
D. E-Verify
E. Public Entity Crimes Statement
F. Drug-Free Workplace form
G. Truth in Negotiation Certification
H. Conflict of Interest Certification
I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
J. Certification of Disclosure of Lobbying Activities on Federal Aid Contracts

Client#: 25197 CONNWICK

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/08/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Katie Kresner
PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082
E-MAIL ADDRESS: Katie.Kresner@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co Ltd	11000
INSURER B : Hartford Casualty Ins. Co.	29424
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D : Hartford Accident & Indemnity Company	22357
INSURER E :	
INSURER F :	

INSURED
Connelly & Wicker, Inc.
10060 Skinner Lake Dr.
Suite 500
Jacksonville, FL 32246

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWAG5319	03/20/2019	03/20/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			20UEGIB6377	03/20/2019	03/20/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			20SBWAG5319	03/20/2019	03/20/2020	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WEGAB1FYK	03/20/2019	03/20/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab incl Pollution Liability			V22286190201	03/20/2019	03/20/2020	Per Claim $5,000,000 Aggregate $5,000,000	

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

CERTIFICATE HOLDER

For Proposal Purposes

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

D. H. Gillings

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Proof of Licenses

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CONNELLY & WICKER, INC.
10060 SKINNER LAKE DRIVE, STE 500
JACKSONVILLE FL 32246

LICENSE NUMBER: CA3650
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HARTLAND, WILLIAM JOHN
CONNELLY & WICKER, INC.
10060 SKINNER LAKE DRIVE
SUITE 500
JACKSONVILLE FL 32246

LICENSE NUMBER: PE48865
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CUMMINGS, ANDREW MICHAEL
12568 LINJOHN ROAD
JACKSONVILLE FL 32223

LICENSE NUMBER: PE43254
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WALTERMYER, DANIEL RAYMOND
4193 STUDIO PARK AVE.
JACKSONVILLE FL 32216

LICENSE NUMBER: PE73903
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LANIER, JOHN WILLIAM
10060 SKINNER LAKE DRIVE SUITE 500
JACKSONVILLE FL 32246

LICENSE NUMBER: PE75409
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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FDOT Prequalification

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT
SECRETARY

March 6, 2019

Richard Welch, President
CONNELLY & WICKER, INC.
10060 Skinner Lake Drive, Suite 500
Jacksonville, Florida 32246

Dear Mr. Welch:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until March 31, 2020 for contracting purposes.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

Company ID Number: 1219603

Approved by:

Employer Connelly & Wicker, Inc.	
Name (Please Type or Print) Welch Richard	Title
Signature Electronically Signed	Date 08/07/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/07/2017

E-Verify

Company ID Number: 1219603

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Connelly & Wicker, Inc.
Company Facility Address	10060 Skinner Lake Drive Suite 500 Jacksonville, FL 32246
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	592343737
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Florida Secretary of State Corporation Registration

State of Florida
Department of State

I certify from the records of this office that CONNELLY & WICKER, INC. is a corporation organized under the laws of the State of Florida, filed on October 26, 1983.

The document number of this corporation is G66469.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2019

Secretary of State

Tracking Number: 0993486696CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Connelly & Wicker, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10060 Skinner Drive Suite #500

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32246

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 2 3 4 3 7 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▸** **Date ▸** 05/09/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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 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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Connelly & Wicker, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant 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 Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department 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 final billing or acceptance of the work by the Department, whichever is later.

Connelly & Wicker, Inc.
Name of Consultant

05/09/19
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 03/17

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Richard C. Welch		05/09/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Connelly & Wicker Inc.

By: Richard C. Welch

Date: 05/09/19

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Connelly & Wicker Inc.

By: Richard Welch, P.E. Date: 05/09/19

Authorized Signature: _____

Title: President

SurveSurveyi

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-62
PROCUREMENT
02/15

ASPIRATION GOAL FORM
FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS

This form is not applicable for BDI reserved contracts and contracts that have under-utilization goals.

Note: The Firm is required to complete the following information and submit this form in accordance with advertisement instructions.

Contract No.:	19-02-PS FPID: 421993-2
Project Description:	Airport Road
Firm Name:	Connelly & Wicker Inc.

This Firm ☐ is ☒ is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

This Firm ☒ is ☐ is not a Small Business.

Expected percentage of contract fees to be utilized by DBE(s): 0 %. (Please add together fees for DBE prime (if applicable) and DBE subs).

Firms listed in the table below should appear in the Department's listing of DBE's at:
http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

The proposed DBE contractors/consultants are as follows:

DBE Prime (If applicable)	Type of Work	Percentage
		%
		%
		%
DBE Subcontractor/Subconsultant	**Type of Work**	**Percentage**
Prosser, Inc.	Traffic Engineering	10 %
Southeastern Surveying and Mapping corp.	Surveying	10 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses 80 %. (Please add together fees for Non-DBE Small Business prime (if applicable) and Non-DBE Small Business subs).

Professional Services firms listed below should appear on the Department's listing of all Non-DBE Small Businesses at: http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at:
http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

The proposed Non-DBE Small Business contractors/consultants are as follows:

Non-DBE Small Business Prime (If applicable)	Type of Work	Percentage
		%
		%
		%

Non-DBE Small Business Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

By: Richard C. Welch

Title: President

Date: 05/09/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: Connelly & Wicker, Inc.

Address/Phone Number: 10060 Skinner Drive Suite #500

Procurement Number: 421993-2 RFP 19-02-PS

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: FEIN # 59-2343737
2. Firm Name: Connelly & Wicker, Inc.
3. Phone: 904-265-3030
4. Address: 10060 Skinner Drive Suite #500
   Jacksonville, FL 32246
5. Year Firm Established: 1983

6. ☐ DBE
   ☒ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☒ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number: 59-2484852
2. Firm Name: Prosser, Inc.
3. Phone: 904-739-3655
4. Address: 13901 Sutton Park Drive, South-Suite 200
   Jacksonville, FL 32246
5. Year Firm Established: 1984

6. ☐ DBE
   ☒ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☒ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number: 59-1621976
2. Firm Name: Southeastern Surveying and Mapping corp.
3. Phone: 850-638-0790
4. Address: 1130 Chipley, Florida 32428
   Chipley, Florida 32428
5. Year Firm Established: 1972

6. ☐ DBE
   ☒ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☒ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number:
2. Firm Name:
3. Phone:
4. Address:
5. Year Firm Established:

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal –EPLY
(Invitation to Negotiate – ITN)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC RECORDS FORM

375-030-61
PROCUREMENT
OGC – 06/13

Contract No: 19-02-PS

Financial Project No(s): 421993-2

Project Description: Airport Road Signing and Pavement Marking Project

Vendor/Consultant acknowledges and agrees to the following:
The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department 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.

(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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor 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 Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: _____ Date: 05/09/19

Print: Richard C. Welch Title: President

Company/Firm: Connelly & Wicker, Inc.

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 19 02B	Airport Road Signage and Pavement Marking	421993-2-38-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 03/17

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFP 19 02 P5	Airport Road Signing and Pavement Markings	421993-2-38-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

ITEM # 2019-1342

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager
Rey Bailey, City Clerk

FROM: Michael Burgess, Public Services Director

DATE: 06/14/2019

SUBJECT: Disaster Recovery Services - RFB 19-04-PS

I. BACKGROUND: The Public Services Department has limited emergency response capability and is not equipped to perform major recovery projects. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, expertise and manpower.

II. DISCUSSION: After consideration of the submittals received, the Bid Committee met on June 11, 2019 to review and make a final recommendation on the bids. Questions were asked that could not be answered at that time so the Committee agreed to meet again on June 13, 2019 to review the answers to the questions posed from the Committee and how those answers may impact the selection process. The Bid Committee voted 4-0 to select TRF Enterprises, Inc. and Crowder Gulf Joint Ventures Inc. to present to City Council for approval.

A. Link to Strategic Goals / Objectives: Organizational Excellence, III. A. 2.

B. Effect on Budget (EOB): $0 has been required in the FY 19 and FY20 budget for emergency response. Funding will be provided in the event of a disaster.

C. Level of Service (LOS): There will be no change in the level of service.

III. CONCLUSION: The City received six responsive proposals for Disaster Recovery Services. These firms and their bid sheets were reviewed, and the Bid Committee has recommended, based on the advice of several jurisdictions that endured Hurricane Irma, that more than one firm be retained for these services. The Bid Committee requests approval of its top two selections, TRF Enterprises, Inc. and Crowder Gulf Joint Ventures, Inc. Upon Council approval, the City

Manager will negotiate and execute individual Disaster Recovery Contracts with both firms for the period of one-year with four possible one-year extensions.

IV. <u>RECOMMENDED MOTION</u>: I move that City Council approve the Bid Committee's recommendation to begin contract negotiations for Disaster Recovery Services with TRF Enterprises, Inc. and Crowder Gulf Joint Ventures, Inc., and further designates and confirms that Lance Johnson, City Manager execute and deliver said agreements, as well as any related documents necessary to consummate said agreements.

Attachments:

1. TRF PROPOSAL
2. CROWDERGULF FINAL PROPOSAL

Destin

Recover

"A hearty thanks to the entire TFR team for your assistance in helping Sioux Falls recover from the April 2013 ice storm. Your time, talent and treasure helped keep citizens and visitor's safe. Our recovery time was nothing sort of incredible!" **Mike Huether, Mayor Sioux Falls, SD**

Rebuild

"TFR has been our debris removal contractor for Isabel, Ivan, and Katrina. They have done outstanding work. Tipton Rowland is a guy who will jump through whatever hoop necessary to get the job done. He has access to tons of equipment and has always delivered." **Scott Hayward, KBR, Gov't Operations**

Renew

"Please accept our sincere thanks for the excellent service that your company and staff provided to the citizens of Saline County in the removal of vegetative debris resulting from our December 2012 ice storm. The professionalism displayed throughout the contract evidences the highest quality of service, machinery, and personnel." **Marty Polk, Saline County, AR**

Proposal
RFP 19-04-PS
Disaster Recovery Servicews
June 6, 2019
2 p.m.

TFR Enterprises, Inc
Tiffany Jean
601 Leander Drive, Leander, TX 78641
O: (512) 260-3322, F: (512) 528-1942
copy

TABLE OF CONTENTS

Attachment 1

Years in business supplying Disaster Recovery Services

Location of Firm

Previous work Experience

Current work commitments

Availability

Insurance

Business License

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Attachment 6

Attachment 7

Attachment 8

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
BID DOCUMENT
ATTACHMENT 1

Company: TFR Enterprises, Inc.

Address: 601 Leander Drive

City & State: Leander, Tx. 78641 Zip Code: 78641

Telephone: (512) 260-3322 Fax: (512) 528-1942

Number of Years in Business: 29

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance
The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way, Publicly Owned Properties - Pick-up and Haul)
As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Private Property (Right of Entry Program - Pick-up and Haul)
Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRS's from private property). Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul)
As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size for invoicing (see Attachment 2 for site categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

Temporary Debris Staging and Reduction Sites TDSRS

The contractor will prepare and maintain TDSRS's to accept and process all storm debris; maintain the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved, transporting and final disposal at a location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's Debris Removal Operations Plan and Environmental Protection Plan.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include by not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Prices for this service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to this Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and 'other data sufficient to provide substantiation for Federal (FEMA, etc.) and Sate reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The

CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable Federal, state and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall- be quantified in Cubic Yards.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods as this cost of work is included in the cubic yard unit price for debris removal.

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

1. PUBLIC ASSISTANCE PROGRAM

a) Damage Survey Report (DSR) or Project Worksheet (PW)

i) Official DSR/PW requests - Assist CITY personnel in the following:
   1. Identification of expenditures eligible for reimbursement
   2. Submission of official "request for DSR inspection"

ii) Local government representation on DSR/PW team - Train and assist CITY Personnel to accomplish the following:
   1. Identification of eligible items for reimbursement
   2. Review of DSR/PW for accurate scope of work
   3. Review of DSR/PW for accurate unit costs

iii) Recovery process documentation - Assist CITY personnel in the following:
   1. Creation of recovery process documentation plan
   2. Maintenance of documentation of recovery process

iv) Force Account Labor vs. Contract Labor
   1. Recommendations to government officials on need to contract or utilize force account labor

v) Recovery process oversight
   1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
   2. DSR/PW tracking through State and Federal process
   3. Written and oral status reports to government officials

b) Documentation Support

i) Review of record system for applicability to Federal and State requirements and,

ii) Orientation and training of City personnel on requirements for quality and quantity of required documentation and,

iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation and,

iv) Review documentation for accuracy and quantity and,

v) Assist in preparation of claim documentation.

c) Consultation and negotiation services

i) Recommendations to government officials on plans of action and,

ii) Provide guidance to government officials on issues involving Federal and State reimbursement and,

iii) Assist CITY officials in negotiations with Federal and State officials.

d) Other representations as may be requested and/or required.

The City of Destin reserves the right to reject any and all bids or portions thereof, to waive minor defects in the process and top accept the bid or any combination of bid items or to take 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 upon their bid or negotiation as may be necessary to meet gran funding or completion requirements.

NOTE (1): This is the concept of complete recovery management support where Contractor would assist an applicant on all aspects of the recovery process. Contractor personnel cannot assume the Sovereign Duties of the CITY officials; therefore, these services shall be in the form of guidance and consultation.

Bid Certification:
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: Tipton F. Rowland, CEO
(Print or Type)

Signature: _____

Date of Bid: June 3, 2019

Note: Attach all required information to this 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 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 upon their bid or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

B. Number of Years the Firm Has Been in Business

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid and complete service in the industry with federal, state and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 150 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

C. Location of Firm
601 Leander Drive
Leander, Texas 78641

D. Previous Work Experience

North Carolina Department of Transportation

In September 2018, weather forecasters were preparing the coast of North Carolina for the "storm of a lifetime" Hurricane Florence. Three months prior to the formation of Florence, TFR had been awarded the Pre-Event Contract with North Carolina Department of Transportation for Emergency Cut & Shove services. TFR had a kickoff meeting shortly after award to go over the scope of the contract and meet and greet. We expressed to the department that we had just provided over 50 cut and toss crews to Florida DOT after Hurricane Irma, to reassure them that we're not only experienced but have very recent experience in emergency roadway clearance. Three months later, TFR Project Management mobilized to North Carolina on September 12, 2018, in response to Florence. We met with key members of NCDOT to prepare for TFR's response to debris ridden state roads. It was determined by NCDOT and TFR after reviewing the State Maps that for the 6 counties under contract, they each needed thirty crews. The contract defined a push crew as 4 people; a bobcat with operator, 2 saw men/flaggers and one supervisor with pickup. TFR immediately activated resources from its extensive database on standby: 180 bobcats and 720 personnel. Immediately upon Florence's winds reducing to less than 40 MPH, those resources were mobilized to their assigned county and began clearing roadways. This was one of the largest and most expedient push crew responses in TFR's 30 years of disaster response. Many of the counties, if not all of them: Pender, Onslow, New Hanover, Brunswick, Sampson and Duplin had severe flooding and power outages. One of the serious obstacles TFR faced with this catastrophe was logistics of housing 720 people. Minimal hotels had power, and those had no rooms. TFR was able to engage with local business owners as well as state offices to secure housing when the state was virtually shutting down road by road. With that said, it never affected our crew's ability to maintain a speedy recovery and provide the client with the help they desperately needed. TFR also arranged close coordination with local and state electric authorities to report any major electrical concerns as to expedite the electrical restoration work. All agencies were contacted and introductions we're made 48 hours prior to landfall. This was essential, as the majority of these counties had; standing flood waters, downed trees and debris, as well as live electrical lines often in the same location. With those obstacles addressed in the pre event planning stages North Carolina DOT, with the help of TFR, was able to transition from disaster response to disaster recovery with minimal time and impact to the communities affected.

Tyndall Air Force Base

On October 10, 2018 less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfill since Andrew in 1992, and the damage was evident. TFR was mobilized to Florida but rode out the storm well out of destructions way. TFR must always ensure the equipment and management is not in a dangerous position, as we cannot risk the absence of it in response. TFR's management immediately headed to Tyndall Air Force Base to help. TFR had just finished responding to Camp LeJeune and Cherry Point military installations after Hurricane Florence so we are very familiar with the processes, procedures, and needs of these facilities. Although the base was a disaster area and looked as if combat had just ended, TFR immediately mobilized all requested resources and we were working 5 days after landfall, clearing roadways, removing hazardous trees and hazardous limbs. We

completed several work orders, vegetative and construction and demolition debris removal, tree trimming and removal, reducing the vegetative debris by grinding, and haul out and disposal of C&D and Vegetative mulch. TFR was able to recycle the vegetative debris and metal material as recycling any debris that can avoid the landfills is one of our top company goals. One of the obstacles that TFR experienced in performing this project was access onto the base. There key problem with base access was that several different procedures were being used for granting access. There was a separate contractor involved so it was not done directly by the military and communications were an issue. We worked very closely with the base and the security contractor to resolve the base access issues so the work would not be interrupted, delayed or stopped completely. Another obstacle that presented itself was the wide variety of materials that this monstrous storm created. TFR houses a staff of highly trained individuals who are proficient in the identification, removal, and storage of all materials that are incidental to a natural or man-made disaster. TFR provided project managers with experience in military base operations in order to meet the expectations of the base OPSEC office. Safety and security are high priorities within TFR organization and management as well as teamwork, and teamwork is what it takes to get the job done. We were honored to help our US military facilities recover from the devastation of the 2018 Hurricanes that made US landfall.

Additional Experience	***Event***	***Description of Work***	***Point of Contact***	***Contract Value***
Raleigh, NC	Hurricane Florence	Vegetative Debris Reduction	Timothy Gainer (919) 625-3175	$124,956.00
Llano County	Floods 10/2018	Emergency Debris Removal	Billy Carney (325) 423-2762	$1,015,669.00
TXDOT- Lee County	Floods 10/2018	Emergency Debris Removal	Lori Wagner (512) 832-7057	$61,392.00
TXDOT- Llano County	Floods 10/2018	Emergency Debris Removal	Lori Wagner (512) 832-7057	$49,952.00
TXDOT- Kingsland	Floods 10/2018	Waterway Debris Removal	Lori Wagner (512) 832-7057	Work in Progress
Tyndall Airforce Base	Hurricane Michael- 10/2018	Debris Hauling Services for Final Disposal	Scott Dubuque (850) 283-8644	$2,248,000.00
New Hanover County	Hurricane Florence- 09/2018	Landfill Debris Management	Kim Roane (910) 798-4402	$175,365.00
(KBR) Tyndall Airforce Base	Hurricane Michael- 10/2018	Emergency Debris Hauling & Reduction	Bee Trajkovski (713) 753-5872	$12,796,096.91
(ECC) Camp Lejeune	Hurricane Florence- 09/2018	Utility Right of Way Trimming	Dan McFerrin (720) 635-2237	$1,250,803.00
(ECC) Cherry Point	Hurricane Florence- 09/2018	Tree Trimming, Hauling, and Debris Reduction	Craig Duncan (210) 632-2493	$944,639.00
NCDOT- Brunswick	Hurricane Florence- 09/2018	Emergency Cut & Shove	Patrick Riddle (910) 467-0505	$567,450.00
NCDOT- Columbus County	Hurricane Florence- 09/2018	Emergency Debris Removal	Ken Clark (910) 642-3760	$227,576.00

NCDOT- Duplin County	Hurricane Florence- 09/2018	Emergency Cut & Shove	Kevin Bradshaw (910) 682-5100	$496,398.00
NCDOT- Onslow County	Hurricane Florence- 09/2018	Emergency Cut & Shove	David Sawyer (910) 467-0550	$369,206.00
NCDOT- Pender County	Hurricane Florence- 09/2018	Emergency Cut & Shove	Patrick Riddle (910) 467-0505	$464,751.00
NCDOT- Sampson County	Hurricane Florence- 09/2018	Emergency Cut & Shove and Debris Hauling	Kevin Bradshaw (910) 682-5100	$2,895,617.00
New Hanover County	Hurricane Florence- 09/2018	Emergency Cut & Shove	Chris Cocker (910) 387-2128	$510,463.00
Port Aransas	Hurricane Harvey	Nature Preserve Debris Removal	Leo Wood	$1,051,818.00
USACE	California Floods 12/2017	Flood Creeks/Channels Debris Hauling	James Costantino (213) 452-3237	$6,251,020.00
USACE	California Floods 12/2017	Flood Basin Debris Removal	Tracy Eccles (661) 265-7222	$2,379,000.00
Puerto Rico	Hurricane Maria 09/2017	Tree Trimming, Hauling, and Disposal	Emilio Garay (787) 380-7078	$35,404,180.00
Miami-Dade	Hurricane Irma 09/2017	Hauling & Reduction of Debris	Jennyfer Calderon (305) 375-5312	$4,500,000.00
Florida Turnpike	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Connolly (954) 934-1209	$2,400,000.00
FLDOT District 01	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Amy Perez (863) 519-2316	$7,000,000.00
FLDOT District 02	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Jennifer Curls (386) 961-7561	$2,350,000.00
FLDOT District 05	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Victor LoPiccolo (386) 943-5287	$3,036,000.00
FLDOT District 07	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Anita Montjoy (813) 975-6442	$46,704.00
City of Plantation, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Dawn Mehler (954) 797-2723	$8,100,000.00
City of Homestead, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Pineda (305) 224-4772	$2,800,000.00
St. John's County, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Benjamin Bright (904) 209-0252	$620,000.00
TXDOT- Victoria	Hurricane	Tree Trimming,	David Stephens	$382,536.00

	Harvey 08/2017	Hauling, Reduction and Disposal	(361) 293-4341	
TXDOT- Nueces	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Martin Horst (361) 808-2261	$905,667.00
TXDOT- Harris	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Cody McKenney (281) 686-9871	$250,000.00
City of Beaumont, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Tommy Gill (832) 767-8118	$490,597.00
City of Dayton, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Theo Melancon (936) 258-2642	$29,106.00
City of Port Lavaca	Hurricane Harvey 08/2017	Debris Removal and Incineration	Jody Weaver (361) 827-3601	$400,000.00
City of Sugarland	Hurricane Harvey 08/2017	Debris Removal and Disposal	Ilana Harris (281) 275-2497	$46,285.00
City of Raleigh, NC	Hurricane Matthew	Grinding Services	Kelly Lindsey (919) 996+2202	$95,000.00
Port St. Lucie, FL	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Richard Perkins (772) 344-4263	$2,700,000.00
FLDOT District 05	Hurricane Matthew	Cut & Toss, Debris Removal, and Disposal	Rick Coe (386) 740-3490	$9,000,000.00
FLDOT District 03	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Amanda Mauldin (850) 330-1364	$1,300,000.00
FLDOT District 02	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Jennifer Smith (386) 943-5367	$1,300,000.00
LADOTD District 61	Floods 08/16-12/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	$3,160,000.00
LADOTD District 03	Floods 08/16-11/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	$125,000.00
Iberia Parish, LA	Floods 09/16-10/16	Debris Removal and Disposal	Michael Broussard (337) 492-5412	$30,000.00
Waste Management- East Oak Landfill	Single Contract	Grinding Services	Shawn Cockrell (405) 427-1112	$45,000.00
TXDOT	Floods 11/15	Debris Removal and Disposal	Jamie Witten (512) 585-4678	$111,779.00
Fort Bend County, Texas	Floods 06/16	Debris Removal and Disposal	Marc Grant (281) 342-4513	$423,187.00
Collin County, Texas	Annual Contract	Grinding Services	Gary Enna (972) 548-3700	$252,000.00
Bastrop County, Texas	Floods 11/15	Debris Removal and Disposal	Mike Fisher (512) 848-6693	$43,469.00
Acme Materials	Single Contract	Grinding Services	Ben Grierson (214) 701-7916	$13,250.00
City of Guthrie, Texas	Ice Storm 12/15	Debris Reduction Services	Tenny Maker (405) 260-3091	$15,000.00
City of Edmond,	Ice Storm	Debris Reduction	Johnny Carter	$175,000.00

Oklahoma	12/15	Services	(405) 216-7612	
Rowlett, Texas	Tornado 12/15	Debris Reduction Services	Vicki Alfaro (972) 412-6198	$42,000.00
MD Dept of General Svcs	Snow Storm 01/16	Snow Removal (Hourly Contract)	Denise Wade (240) 205-3086	$75,096.00
Guadalupe County, Texas	Floods 10/15	Debris Removal and Disposal	Judge Kutscher (830) 303-8857	$36,000.00
Texas State University	Floods 5/15	Debris Removal, Reduction, and Disposal	Joel Soto (512) 245-1880	$196,400.00
TXDOT	Floods 5/15	Debris Removal from Bridges and Waterways	Jamie Witten (512) 832-7069	$374,000.00
City of Martindale, Texas	Floods 5/15	Debris Removal and Disposal	Jordan Powell (512) 398-1811	$94,000.00
City of Wimberly, Texas	Floods 5/15	Debris Removal and Disposal	Mark Kennedy (512) 393-2219	$394,000.00
San Marcos, Texas	Floods 5/15, 10/15	Debris Removal and Disposal	Bert Stratemann (512) 393-8181	$439,500.00
TXDOT Recovery	Floods 5/15	Search and Rescue Services	Jamie Witten (512) 832-7069	$86,400.00
Caldwell County, Texas	Floods 5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	Jordan Powell (512) 398-1811	$29,100.00
Hays County, Texas	Floods 5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	Mark Kennedy (512) 393-2219	$489,009.00
Monterey, Tennessee	Ice Storm 4/15-6/15	Reduction of Vegetative Debris	Bill Wiggins (931) 839-3770	$30,000.00
Overton County, Tennessee	Ice Storm 4/15-5/15	Debris Removal, Hauling, and Hazardous Tree Work	Ben Danner (931) 823-5638	$366,241.00
Putnam County, Tennessee	Ice Storm 4/15-5/15	Debris Removal, Reduction, Hauling, and Hazardous Tree Work	Randy Porter (931) 526-2161	$1,044,000.00
NCDOT (Davidson County)	Ice Storm 3/14-8/14	Debris Removal, Hauling, and Hazardous Tree Work	Brad Wall (336) 487-0000	$1,347,067.00
NCDOT (Guilford County)	Ice Storm 3/14-8/14	Debris Removal, Hauling, and Hazardous Tree Work	Brad Wall (336) 487-0000	$7,672,602.00
SCDOT	Ice Storm 2/14-6/14	Debris Removal, Hauling, and Hazardous Tree Work	Shannon Welch (843) 907-2095	$5,814,631.00
City of Norman, Oklahoma	Ice Storm 12/13-2/14	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	$601,759.00
Larimer County, Colorado	Floods 9/13-6/14	Debris Removal, Reduction, and Disposal	Stephen Gillette (970) 498-5760	$935,755.00
Longmont, Colorado	Floods 9/13-3/14	Removal of Mobile Homes	Charlie Kamenides	$141,500.00

			(303) 651-8345	
Weld County, Colorado	Floods 9/13-12/13	Debris Removal, Reduction, and Disposal	Trevor Jiricek (970) 353-6100	$261,271.00
Adams County, Colorado	Floods 9/13-10/13	Debris Removal from Bridges and Waterways	Liz Estrada (720) 523-6052	$16,070.00
Town of Lyons, Colorado	Floods 9/13-11/13	Debris Removal & Hauling	Jeff Callahan (720) 564-2221	$148,695.00
Oklahoma City, Oklahoma	Tornado 6/13-	Debris Removal from Waterways	Bryan Haskins (405) 297-2134	$245,392.00
Canadian County, OK	Tornado 6/13-9/13	Removal and Disposal of Tornado Debris	Jerry Smith (405) 295-6186	$91,769.00
Shawnee, Oklahoma	Tornado 6/13-7/13	Removal and Disposal of Tornado Debris	Brian McDougal (405) 878-1601	$60,800.00
Cleveland County, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Darry Stacy (405) 366-0200	$830,782.00
City of Norman, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	$365,000.00
Rapid City, South Dakota	Ice Storm 10/13-10/13	Reduction of Vegetative Debris	Ted Johnson (605) 394-4154	$31,359.00
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Removal of Hazardous Trees from Drainage Ways	Scott Rust (605) 367-8836	$138,081.00
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Stump Grinding	Scott Rust (605) 367-8836	$100,000.00
Sioux Falls, South Dakota	Ice Storm 4/13-6/13	Emergency Tree Removal	Scott Rust (605) 367-8836	$925,347.00
Sioux Falls, South Dakota	Ice Storm 4/13-9/13	Reduction of Storm Debris	Scott Rust (605) 367-8836	$838,000.00
Garland County, Arkansas	Ice Storm 3/13-6/13	Removal and Disposal of Vegetative Debris	Jerry Pogue (501) 262-3602	$323,024.00
Saline County, Arkansas	Ice Storm 3/13-5/13	Removal and Disposal of Vegetative Debris	Marty Polk (501) 317-2402	$2,146,000.00
Island Beach State Park, New Jersey	Hurricane Sandy 11/12-5/13	Hauling of Hurricane Debris	Ray Bukowski (732) 793-0506	$100,000.00
Brick Township, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Glenn Campbell (732) 262-1058	$58,963.00
Ocean County, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Julie Tarrant (732) 244-2121	$200,542.00
Scotch Plains Twp, New Jersey	Hurricane Sandy 11/12-3/13	Debris Reduction	Bozena Lacina (908) 322-6700	$32,243.00
Old Bridge Twp, New Jersey	Hurricane Sandy 11/12-3/13	Removal of Tree Stumps	John Tooley (732) 721-5600	$13,860.00
Edison Twp, New Jersey	Hurricane Sandy	Debris Reduction	Laura Popick (732) 248-	$74,000.00

	11/12-3/13		7409	
Neptune Twp, New Jersey	Hurricane Sandy 11/12-11/12	Debris Removal and Disposal	Tracey James (732) 988-5200	$35,785.00
Southbury, Connecticut	Hurricane Sandy 11/12-12/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	$18,795.00
City of Norman, Oklahoma	Tornado 4/12-6/12	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	$408,073.00
Southbury, Connecticut	Winter Storm 1/12-3/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	$528,890.00
Bastrop County, Texas	Wildfires 9/11-9/12	Debris Removal, Reduction, and Disposal	Mike Fisher (512) 848-6693	$12,200,000.00
Texas Dept of Transportation	Wildfires 5/12-9/12	Debris Removal, Reduction, and Disposal	Celso Harper (512) 321-2221	$1,075,471.00
State Hwy Admin, Maryland	Hurricane Irene 8/11-10/11	Debris Removal, Reduction, and Disposal	Craig Fetzer (410) 582-5535	$279,106.00
Charles County, Maryland	Hurricane Irene 8/11-10/11	Debris Removal, Reduction, and Disposal	Candice Kelly (301) 645-0550	$102,302.00
City of Norman, Oklahoma	Wind Storm 6/11-8/11	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	$144,185.00
City of Norman, Oklahoma	Tornado 5/10-7/10	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	$237,000.00
Baltimore, Maryland	Snow Storm 1/10-2/10	Snow Removal, Road Clearing	Joe Palacheck (410) 767-3207	$630,000.00
Rogers, Arkansas	Ice Storm 1/09-3/09	Debris Removal and Disposal	Steve Womack (479) 621-1117	$900,000.00
Fort Bend County, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Marc Grant (281) 342-4513	$10,000,000.00
Polk County, Texas	Hurricane Ike 10/08-3/09	Debris Removal and Disposal	John Thompson (936) 327-6813	$6,600,000.00
Liberty, Texas	Hurricane Ike 9/08-10/08	Debris Removal and Disposal	Harvey Joiner (936) 336-3684	$2,900,000.00
Harris Count Flood Control, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Robert Reagan (713) 684-4230	$200,000.00
City of Sugarland, Texas	Hurricane Ike 9/08-12/08	Debris Removal and Disposal	Adam Smith (281) 275-2483	$3,400,000.00
City of Katy, Texas	Hurricane Ike	Debris Removal and Disposal	Elaine Lutringer	$262,000.00

	9/08-11/08		(281) 391-4830	
Brownsville, Texas	Hurricane Dolly 7/08-10/08	Haul Hurricane Debris	Roberto Luna (956) 548-6087	$1,252,000.00
Texas Dept of Transportation	Hurricane Dolly 7/08-9/08	Debris Removal, Reduction, and Disposal	Pedro Alvarez (956) 702-6125	$879,000.00
Willacy County, Texas	Hurricane Dolly 7/08-9/08	Debris Removal, Reduction, and Disposal	Emilio Vera (956) 689-3393	$445,000.00
Laguna Vista, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Iris Hill (956) 943-1793	$47,800.00
San Benito, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Orlando Garcia (956) 361-3851	$247,000.00
Harlingen, Texas	Hurricane Dolly 7/08-9/08	Debris Removal and Disposal	Dan Serna (956) 216-5300	$879,000.00

E. Current Standby Contracts

Municipality	State	Expiration Date
Alabama DOT- Mobile Area	Alabama	5/31/20
Alabama DOT-Grove Hill Area	Alabama	5/31/20
City of Robertsdale	Alabama	7/02/20
City of Arvada	Colorado	2/07/20
Town of Clinton	Connecticut	5/31/20
Charlotte County	Florida	12/31/19
City of Rockledge	Florida	3/1/20
Lee County Waterways	Florida	6/1/19
South Broward Drainage	Florida	5/23/21
Broward County	Florida	6/22/20
Escambia County	Florida	2/6/19
City of West Park	Florida	6/1/22
City of Homestead	Florida	8/17/20
City of Port St Lucie	Florida	8/2/21
Seminole Tribe of Florida	Florida	9/8/20
City of Plantation	Florida	6/1/22
City of Miami	Florida	12/12/19
City of Clermont	Florida	8/14/21
Lake County	Florida	5/7/20
Miami-Dade County Public Schools	Florida	6/19/20
City of Ocoee	Florida	9/5/21
Wakulla County	Florida	8/6/21
Pembroke Pines	Florida	10/30/21
City of Leesburg	Florida	12/31/21
Florida International University	Florida	11/2/21
City of Miami Gardens	Florida	2/27/21
North Bay Village	Florida	10/11/21
City of Lake Mary	Florida	2/12/22
City of Cape Coral	Florida	2/8/22
Miami Shores Village	Florida	12/12/21
School District of Hernando County	Florida	04/08/22
Clay County	Florida	4/23/24
Osceola County	Florida	5/30/22
St. Mary's	Georgia	6/30/19
Louisiana School for D&VI	Louisiana	10/10/19
State of Maryland	Maryland	9/30/21
Ramsey County	Minnesota	12/31/19
Town of Wrightsville	North Carolina	6/30/19
City of Raleigh	North Carolina	10/31/19
Town of Cedar Point	North Carolina	6/30/19
Town of Carolina Beach	North Carolina	6/30/19
NCDOT- Duplin County	North Carolina	12/31/19
NCDOT- Onslow County	North Carolina	12/31/19
NCDOT- Sampson County	North Carolina	12/31/19
NCDOT-Brunswick County	North Carolina	12/31/19
NCDOT-Pender County	North Carolina	12/31/19
NCDOT- New Hanover County	North Carolina	12/31/19
NCDOT- Vance and Warren Co.	North Carolina	09/13/19
NCDOT- Franklin County	North Carolina	09/13/19
NCDOT- Person County	North Carolina	09/13/19
City of Norman	Oklahoma	12/8/19

City of Baytown	Texas	1/31/20
Town of Flower Mound	Texas	5/5/20
TXDOT- Harris County	Texas	6/14/19
City of Beaumont	Texas	7/14/19
City of Duncanville	Texas	3/31/19
City of Cedar Hill	Texas	5/22/19
Galveston County	Texas	9/15/20
City of Morgan's Point	Texas	12/15/21
Tarrant County	Texas	3/12/20
City of Katy	Texas	6/25/20
City of Houston	Texas	5/1/21
Brazoria County	Texas	06/13/20
City of Seabrook	Texas	6/1/21
City of Corpus Christi	Texas	6/18/20
City of La Porte	Texas	6/11/19
San Patricio County	Texas	9/25/19
City of Oyster Creek	Texas	1/31/19
City of Grand Prairie	Texas	05/31/19
City of Jamaica Beach	Texas	1/2/22
TXDOT- Travis County	Texas	4/3/21
Denton County	Texas	4/30/19
City of Wharton	Texas	05/29/20
USACE	SW & SP Divisions	4/29/20
Pre-Qualified With:		
Miami-Dade County-Hauling	Florida	2026
Miami-Dade County- DMS Sites	Florida	05/31/24
Cape Coral	Florida	10/12/21
Lee County	Mississippi	
City of Tupelo	Mississippi	4/01/19
Jackson County	Mississippi	07/2020
Evangeline Parish	Louisiana	
Hernando County	Florida	09/20/19
Madison County	Tennessee	

F. Availability

TFR can respond within 12 hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR's goal is to have a site ready for acceptance of storm-generated debris in less than 24 hours from Notice to Proceed. Our Mobile Command Units have full communications to assist you if your communication abilities have been compromised. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2019

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
1221 S. Mopac Expy., Suite 160
Austin TX 78746

CONTACT NAME: Raelyn Brannan
PHONE (A/C, No, Ext): 817-349-2315 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: rbrannan@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : STARR SURPLUS LINES INS. CO.	13604
INSURER B : Starr Indemnity & Liability Co.	38318
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Argonaut Insurance Company	19801
INSURER E : The Travelers Lloyds Insurance Co	41262
INSURER F :	

INSURED TFREN
T F R Enterprises Inc
601 Leander Drive
Leander TX 78641

COVERAGES **CERTIFICATE NUMBER:** 1754368813 **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			1000066507181	12/31/2018	12/31/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X BI/PD Ded-$5,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ContractorsPollution	$ 1,000,000
B	AUTOMOBILE LIABILITY			1000199116181	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			1000337045181	12/31/2018	12/31/2019	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ $0							$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001209012 WC928228359384	1/1/2019 1/1/2019	1/1/2020 1/1/2020	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E B	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472TLC18 1000199116181	12/31/2018 12/31/2018	12/31/2019 12/31/2019	Limit - 700,000 Comp Deductible Collision Deductible	$5,000 Full Deductible $250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Texas Workers' Compensation Policy - 0001209012
All Other States (incl California) - WC928228359384

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

See Attached...

CERTIFICATE HOLDER

For Information only
*
* * *

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TFREN

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Umbrella is follow form

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State of Florida
Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, 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 Twentieth day of February, 2019

Secretary of State

Tracking Number: 2132244038CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FUZZELL, ROBERT HUNTER

T.F.R., INC. OF TEXAS
601 LEANDER DR
LEANDER TX 78641

LICENSE NUMBER: CRC1331035

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

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.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
AGREEMENT FOR DISASTER RECOVERY SERVICES
ATTACHMENT 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY-not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may, reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property
The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets.

The CONTRACTOR shall receive $ 10.85 per cubic yard of material from public property that is gathered, picked up, hauled and processed by the CONTRACTOR. For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive $ 4.15 per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Okaloosa County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, page 4; Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph.

Measurement and Payment for Emergency Road Clearance, Demolition, Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to-the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

Hazardous Stumps (Removal Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

Diameter	Price
Less than 6 inches	$10.00 per stump
6 to 12 inches	$25.00 per stump
13 to 24 inches	$75.00 per stump
25 to 48 inches	$125.00 per stump
Greater than 48-inch diameter	$150.00 per stump

The CONTRACTOR shall invoice the CITY $20.00 per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

Sand Screening

The CONTRACTOR shall invoice the CITY $25.00 per cubic yard of sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property.

COSTS FOR SCOPE OF SERVICES PART TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
HOURLY RATE SHEET
ATTACHMENT 3

Hourly rates to be applied to Services as referenced in the RFB's Scope of Work

General Equipment Description (or equivalent)	Unit	Unit Price
Rubber Tired Excavator with debris grapple	Hour	$ 135.00
216 Prentiss Knuckleboom Loader	Hour	$ 125.00
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	$ 150.00
John Deere 544, or equivalent, with debris grapple	Hour	$ 140.00
2-3 cu. yd. Articulated Loader with bucket	Hour	$ 150.00
753 Bobcat Loader with debris grapple	Hour	$ 155.00
John Deere 648-E Skidder	Hour	$ 125.00
D-6 Dozer	Hour	$ 125.00
Farm Tractor with box blade	Hour	$ 90.00
30 Ton, or larger, Crane	Hour	$ 235.00
Track-Hoe, John Deere 690	Hour	$ 175.00
Rubber Tired Backhoe, JD 310 with bucket & hoe	Hour	$ 190.00
50' Bucket Truck	Hour	$ 215.00
Trailer Dump Truck, 50-60 Cu. Yd.	Hour	$ 155.00
Tandem Dump Truck, 14-18 Cu Yd.	Hour	$ 175.00
Equipment Transports	Hour	$ 110.00
Supply Truck	Hour	$ 50.00
Service Truck	Hour	$ 90.00

Note: All above prices include operator. Depending on the severity of the disaster, some or all of the above equipment will be required. CONTRACTOR will ensure sufficient numbers or each type of listed equipment are available to meet the needs for a particular disaster.

Personnel Description	Unit	Unit Price
Climber with gear	Hour	$ 90.00
Superintendent with truck, phone & radio	Hour	$ 100.00
Foreman with truck	Hour	$ 50.00
Inspector with vehicle, phone & radio	Hour	$ 50.00
Saw Hand with chainsaw	Hour	$ 50.00
Survey personnel with vehicle	Hour	$ 50.00
Laborers & Flagmen	Hour	$ 40.00

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cu Yd	$ 20.00

Attachments 4, 5, and 6 are intentionally left blank. These forms are to be completed after work begins.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
RIGHT OF ENTRY AGREEMENT FORM
ATTACHMENT #4

I/We_____, the owner(s) of the property commonly defined

as _____ and more particularly described as _____

_____do hereby grant and give freely and without coercion, to the City of Destin of Okaloosa County, the State of Florida, and the Federal Emergency Management Agency ,(FEMA), its officials, employees, agents, contractors, and subcontractors the right of access to the above described property for the purpose of removing and clearing any or all tree stumps caused by FEMA, State OR City - declared disaster deemed a safety hazard or health threat by City Code Enforcement or Building Department from the above described property.

It is fully understood this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Destin, Okaloosa County, the State of Florida and the Federal Emergency Management Agency (FEMA), its agencies, departments, officials, employees, contractors, and subcontractors for damage of any type either to the above described property or persons situated thereon and hereby release, discharge and waive any claim or action, legal or equitable, against the City of Destin of Okaloosa County, its agencies, departments, officials, employees, contractors and subcontractors which may occur from any activities on the above described property. I/We have marked storm damage utility lines located on above described property.

I/We (have _____, have not _____) (will _____, will not _____) receive compensation for debris and/or tree stump removal from any other source including SEA, ASCS, private insurance, individual family grant program or any other public assistance program for the express purpose of removing debris and/or tree stumps in the above described property. I/We will report for this property to the City of Destin of Okaloosa County any insurance settlements paid or expected to me or my family for debris and/or tree stump removal. I/We are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to the fine not to exceed $10,000 or imprisonment not to exceed one year, or both. For the consideration and purposes set forth herein, I hereby set my hand this

_____day of _____, 2019.

_____

Owner

_____

Owner

_____

Phone

_____

Address

Sworn to and ascribed before me as witness this day of _____, 20____.

_____

Print Name Title

_____

Signature

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DEBRIS AND TREE STUMP REMOVAL REQUEST FORM
ATTACHMENT #5

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

INSPECTION

Inspection Date: _____ Inspection Time: _____

Inspector's Name: _____ Total Number of Hazardous Trees: _____

Diagram: Show location of home, all trees down, trees/stumps posing a health/safety hazard, for removal.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
FINDING OF IMMEDIATE HEALTH OR SAFETY HAZARD
ATTACHMENT #6

The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following factors:

- Fire hazard
- Impediment to emergency access
- Public health hazard due to rotting debris, dead animals, or breeding of flies and mosquitoes
- Pine beetle infestation
- Other health or safety hazard

_____

_____

This the _____ day of _____, 20_____.

_____

Authorized Agent or Employee of the City of Destin FL

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
PUBLIC ENTITY CRIMES CERTIFICATION
ATTACHMENT #7

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 or Contract:
No. 19-04-PS

2. This sworn statement is submitted TFR Enterprises, Inc whose business address is:
601 Leander Drive, Leander, TX. 78641

and (if applicable) Federal Employer Identification Number (FEIN) is 82-1149862 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Tipton F. Rowland and my relationship to the entity named above is CEO

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:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 n 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.)

_____
(Signature)

Date: 6/3/19

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Williamson

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 3rd day of June, 2019, and is personally known to me, or has provided personally known as identification.

My Commission expires:

Tiffany J. Jean
Notary Public

TIFFANY J. JEAN
My Notary ID # 123933814
Expires January 27, 2022

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT #8

The below signed Bidder 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 apropos sale 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: TFR Enterprises, Inc

ADDRESS: 401 Leander Drive

CITY: Leander STATE: TX ZIP CODE: 78641

TELEPHONE NUMBER: (512) 260-3332 ext. 200

SIGNATURE: [illegible] DATE: 6/3/19

NAME (TYPED OR PRINTED): Tipton E. Rowland

TITLE: CEO

ADDENDUM #1

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (BID) NO. 19-04-PS
DISASTER RECOVERY SERVICES
MAY 14, 2019

This addendum forms a part of the Contract Documents and modifies the original Bid specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. 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. Clarifications for questions below:

Addendum 1 attachment replaces, in its entirety, the previous RFB document.

Clarification:

1. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass-through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

Tipping fees are addressed on page 13 of Attachment 2.

2. Page 3 Section III Bid Requirements Item K states each bid shall contain an hourly rate sheet (attachment #3). Attachment #3 found on page 14 is a certification of Finding of Immediate Health of Safety Hazard. Does the City have a price sheet or is the Contractor to provide our own Pricing sheet?

Hourly Rate Sheet is in Attachment 3, page 15

3. Will the city accept unit rates for debris removal work and hourly rates for the initial Push?

Costs for Scope of Services are addressed on page 13 & 14 of Attachment 2.

Opening Date: Thursday, June 6, 2019 2:00 P.M. CT

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Tipton F. Rowland
Print Name

Signature

6/3/19
Date

Original & Digital

City of Destin, FL

RFB # 19-04-PS

Disaster Recovery Services

Thursday, June 6, 2019 @ 2:00 pm

CROWDER GULF

CrowderGulf is committed to protecting and preserving our environment. As part of this effort, our proposal is on recycled paper.

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

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A. Attachment 1 – Bid Form

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
BID DOCUMENT
ATTACHMENT 1

Company: CrowderGulf Joint Venture, Inc.

Address: 5435 Business Parkway

City & State: Theodore, AL Zip Code: 36582

Telephone: 800-992-6207 Fax: 251-459-7433

Number of Years in Business: 17

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance
The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way, Publicly Owned Properties - Pick-up and Haul)
As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Private Property (Right of Entry Program - Pick-up and Haul)
Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRS's from private property). Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul)
As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size for invoicing (see Attachment 2 for site categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

Temporary Debris Staging and Reduction Sites TDSRS

The contractor will prepare and maintain TDSRS's to accept and process all storm debris; maintain the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved, transporting and final disposal at a location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's Debris Removal Operations Plan and Environmental Protection Plan.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include by not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Prices for this service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to this Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and 'other data sufficient to provide substantiation for Federal (FEMA, etc.) and Sate reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The

CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable Federal, state and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall- be quantified in Cubic Yards.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods as this cost of work is included in the cubic yard unit price for debris removal.

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

As addressed in our questions to the City, these functions are typically handled by the City's Monitoring Firm. CrowderGulf will work with the City and Monitoring firm to help with these functions, as requested.

1. PUBLIC ASSISTANCE PROGRAM

a) Damage Survey Report (DSR) or Project Worksheet (PW)

i) Official DSR/PW requests - Assist CITY personnel in the following:
   1. Identification of expenditures eligible for reimbursement
   2. Submission of official "request for DSR inspection"

ii) Local government representation on DSR/PW team - Train and assist CITY Personnel to accomplish the following:
   1. Identification of eligible items for reimbursement
   2. Review of DSR/PW for accurate scope of work
   3. Review of DSR/PW for accurate unit costs

iii) Recovery process documentation - Assist CITY personnel in the following:
   1. Creation of recovery process documentation plan
   2. Maintenance of documentation of recovery process

iv) Force Account Labor vs. Contract Labor
   1. Recommendations to government officials on need to contract or utilize force account labor

v) Recovery process oversight
   1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
   2. DSR/PW tracking through State and Federal process
   3. Written and oral status reports to government officials

b) Documentation Support

i) Review of record system for applicability to Federal and State requirements and,

ii) Orientation and training of City personnel on requirements for quality and quantity of required documentation and,

iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation and,

iv) Review documentation for accuracy and quantity and,

v) Assist in preparation of claim documentation.

c) Consultation and negotiation services

i) Recommendations to government officials on plans of action and,

ii) Provide guidance to government officials on issues involving Federal and State reimbursement and,

iii) Assist CITY officials in negotiations with Federal and State officials.

d) Other representations as may be requested and/or required.

The City of Destin reserves the right to reject any and all bids or portions thereof, to waive minor defects in the process and top accept the bid or any combination of bid items or to take 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 upon their bid or negotiation as may be necessary to meet gran funding or completion requirements.

NOTE (1): This is the concept of complete recovery management support where Contractor would assist an applicant on all aspects of the recovery process. Contractor personnel cannot assume the Sovereign Duties of the CITY officials; therefore, these services shall be in the form of guidance and consultation.

Bid Certification:
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: John Ramsay, President & CEO
(Print or Type)

Signature: John Ramsay

Date of Bid: 06/03/2019

Note: Attach all required information to this 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 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 upon their bid or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

CROWDER GULF

B. Number of Years in Business

B. Number of Years in Business

CrowderGulf At-A-Glance

- **Full time (365 days/yr) Debris Management Company with over 50 years of successful experience** in debris management, removal and disposal services.

- **Bases of Operation:**

Primary	Theodore, Alabama
Satellite Offices	Coral Springs, Davenport, Florahome, Clearwater and Winter Garden, FL Rocky Mount, North Carolina Hilton Head Island and Laurens, South Carolina Austin and Denton, Texas

- **Never failed to complete** all contract obligations and never defaulted on a contract.

- **Committed to the same** Project Management Team remaining with the project from start to finish.

- Large cadre of management personnel with extensive disaster debris training and experience.

- **Completed simultaneous** debris projects after all major hurricanes **since 1969.**

- Over **485** disaster recovery projects successfully completed.

- Successfully removed, reduced and disposed of over **365 million cubic yards of debris.**

- Industry leader in **waterway debris removal**, including work after Hurricane Sandy and Deep Horizon Oil Spill.

- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.

- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.

- **No lawsuits, liens or judgments by CrowderGulf** to clients **ever** filed.

- Over 350 pieces of company-owned/leased equipment available for rapid response.

- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.

- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.

- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.

- Technical advice and training available to all clients throughout the contract term, at no cost to client.

- Significant financial strength:

AGGREGATE BONDING CAPACITY	**$ 500,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 80,000,000**

Over Fifty Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **485 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 365 million cubic yards of debris.** CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection, the Florida Department of Health, and the Florida Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

> **"The County of York has worked with CrowderGulf on three different storm events. On all three events CrowderGulf's professionalism, responsiveness, and attention to detail was outstanding! As a Manager, I could not have asked for any more support than they provided to us during these events."**
>
> ***Frank Hedspeth, Waste Services Manager***
> ***County of York, VA***

The CrowderGulf Staff is dedicated to providing the City of Destin with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

CrowderGulf Services Available to the City of Destin

CrowderGulf has a plan tailored to meet the needs and specific requirements of the City of Destin. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

ROW & ROE Debris Removal

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.

Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.

Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.

Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.

Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

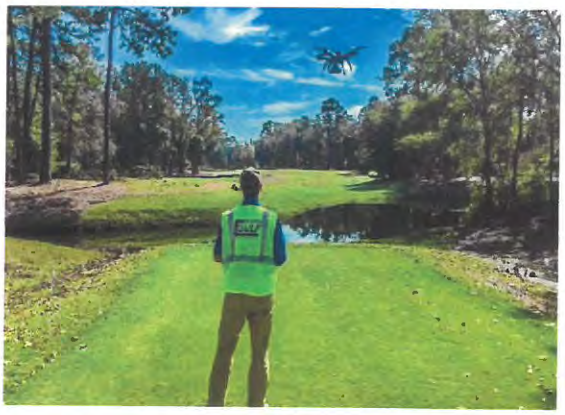
CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)
Temporary Ice, Water and Other Consumables
Levee Construction
Land Clearing and Site Preparation
Road and Utility Work
Marine Salvage
Marine Construction
Bulkhead and Pier Replacement
Portable Housing
Cellular Tower Construction
Hazardous Materials Handling
Historic Property Preservation
Temporary Power Services/Generators
Dredging
Pile Driving
Bio-Mass Recycling
Wetlands Restoration

Unique Services - New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.



Aerial footage of the Hurricane Matthew Debris Removal Operation on Hilton Head Island, SC

- Feb. 2017(left)

Aerial Image of Debris Management Site on Hilton Head Island, SC during the Hurricane Matthew Debris Removal Operation (right) aided in site documentation and updates to client.

Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support

Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.

C. Location

C. Location of Firm

CrowderGulf Joint Venture Inc.
5435 Business Parkway
Theodore, AL 36582
Approximately 100 Miles Away from the City of Destin, FL

CrowderGulf Joint Venture, Inc.
Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
jramsay@crowdergulf.com

www.crowdergulf.com

FEIN: 01-0626019
Incorporated in 2002
FL License CGC1522633

President & CEO
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(251) 459-7430
jramsay@crowdergulf.com

Senior Vice President & COO
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(646) 872-1548 cell
aramsay@crowdergulf.com

Regional Director
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Winter Garden, FL
(859) 963-8672 cell
jcampbell@crowdergulf.com

Senior Documentation Director
Margaret Wright, Ph.D.
(251) 604-6346 cell
mwright@crowdergulf.com

Regional Manager
Don Madio
Clearwater, FL
(813) 285-8749
dmadio@crowdergulf.com

Bonding
Bowen, Miclette & Britt of Florida, LLC
Mr. Jim Congelio, Sr.
1715 N. Westshore Blvd., Suite 920
Tampa, FL 33607
813-282-1938

Insurance
Point Clear (Gray Insurance)
Mr. G. B. Taylor
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

D. Project Work Experience

D. Previous Work Experience / Past Performance

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past 5 years. A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Hurricane Michael CAT V (FL)	**9 Activations – 24 DMS's**	**$188,558,900 +** Total Event Cost	**10,178,510 +** Total Event CY	
Apalachicola, FL 10/21/2018-12/18/2018	**Removed & Disposed:** vegetation; **Reduced: Grinding** (52,178cy); **Leaners** (5) **& Hangers** (1.267 trees); **White Goods** (8); **Monitored** by Tetra Tech	$1,044,871	59,069	**Ronald W. Nalley**, City Manager; 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com;
Bainbridge, GA 04/04/2019-Ongoing	**Removed & Disposed:** vegetation; **Reduced: Grinding** (5,380cy); **Leaners** (367) **& Hangers** (40,335 trees); **Monitored** by True North	$465,313	5,380	
Bay Co, FL 10/17/2018-Ongoing	**Removed & Disposed:** vegetation; **C&D Compact** (396,328cy) **Reduced: Grinding** (1,401,632cy) **Leaners** (3,814) **& Hangers** (5,782 trees); **White Goods** (32); **Monitored** by Landfill Strategies	$28,526,902	1,797,668	**Keith Bryant**, Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountyfl.gov
Carrabelle, FL 10/30/2018-12/19/2018	**Removed & Disposed:** vegetation; **Reduced Grinding** (18,456); **Hangers** (404 trees); **Monitored** by Tetra Tech	$360,820	20,056	**Courtney Dempsey**, CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbel@gtcom.net
Dauphin Island, AL 10/10/2018-10/22/2018 01/10/2019-2/13/2019	**Sand Removal**	$271,683	Hrly	**Mayor Jeff Collier**; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Decatur Co, GA 03/22/2019-Ongoing	**Removed & Disposed:** vegetation; **Leaners** (1,914) **& Hangers** (18,585 trees); **Monitored** by True North	$2,064,609	17,208	
FL DEP 02/07/2019-Ongoing	**Removed & Disposed: waterway** vegetation; **Reduced Grinding** (116,673cy); **Monitored** by Eisman Russo	$17,462,034	141,132	
Franklin Co, FL 10/16/2018-01/24/2019	**Removed & Disposed:** vegetation; **Reduced Grinding** (90,244cy); **Leaners** (67) **& Hangers** (1,414 trees); **Ewaste** (94); **White Goods** (233); **HHW** (145lbs); **Monitored** by Tetra Tech	$2,213,220	126,087	**Pamela Brownell**, EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL 10/12/2018-Ongoing	**Removed & Disposed:** vegetation; **Reduced Grinding** (2,221,316cy); **Leaners** (12,767) **& Hangers** (15,008 trees); **Stumps** (7); **Monitored** by Metrics	$36,213,608	2,352,198	**Rodney Andreasen**, Director of Emergency Management; 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446; 850-718-0007; Cell 850-573-1058; randreasen@jacksoncountyfl.com
Lynn Haven, FL 10/10/2018-5/9/2019	**Removed & Disposed:** vegetation; **Reduced Grinding** (500,178cy); **Leaners** (404) **& Hangers** (1,580 trees); Stumps (21); **Monitored** by Tetra Tech. Provided Sat. Phones	$10,325,243	633,615	**Michael White**, City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Mexico Beach, FL 2/25/2019-Ongoing	**Dredging Canal and disposing of hurricane debris**	$4,249,831	38,000	
Panama City Beach, FL 01/14/2019-01/24/2019	**Removed & disposed of vegetation** (54,233cy) **& C&D** (7,017cy) **ground on site and hauled out** (18,074cy)	$444,581	61,250	**Janine Thomas**, PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbgov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Panama City, FL 10/11/2018-Ongoing	**Removed & Disposed:** vegetation; **C&D Compact** (1,234,118cy); **Reduced Grinding** (2,051,548cy); **Leaners** (13,503); **Hangers** (31,176 trees); **Stumps** (2,546); **Monitored** by Landfill Strategies	$59,524,958	3,307,326	**Neil Fravel**, Director of Public Works; 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; nfravel@pcgov.org
Parker, FL 10/23/2018-5/10/2019	**Removed & Disposed:** vegetation; **C&D Compact** (159,189 cy) **Reduced: Grinding** (389576cy); **Leaners** (344) **& Hangers** (846 trees); **Stumps** (21); **Monitored** by Tetra Tech	$7,669,442	535,114	**Nancy Rockwell**, City Clerk; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
Washington Co, FL 10/18/2018-Ongoing	**Removed & Disposed:** vegetation; **Reduced: Grinding** (1,403,361cy); **Leaners** (10,301), **Hangers** (35,683) Stumps (108); **Monitored** by Witt O'Briens	$22,514,578	1,457,666	**Ms. Lynne Abel**, EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com
2018 Hurricane Florence CAT 1 (NC & SC)	**18 Activations – 16 DMS's – FEMA-DR-4292-NC**	**$28,521,987** Total Event Cost	**1,851,851+** Total Event CY	
Bald Head Island, NC 10/09/2018-02/20/2019	**Removed & Disposed:** vegetation; **Reduced Grinding** (24,599cy); **Leaners** (275) **& Hangers** Trees (3,148); **WG** (225); **HHW** (1,440 lbs) **Monitored** by Landfill Strategies	$1,383.281	34,059	**Chris Clemmons**, Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; pworks@hbtownhall.com **Chris McCall** – Village Manager, 910-457-9700; cmccall@villagebhi.org
Bolivia, NC 10/02/2018-01/15/2019	**Removed & Disposed:** vegetation; **Reduced Grinding** (749cy); **Leaners** (10) **& Hangers** Trees (36); **Monitored** by Landfill Strategies	$15,489	1,064	**Dustin Graham**, Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; dgraham@sunsetbeachnc.gov **Jane Marshton,** Mayor; 910-471-2024
Brunswick Co, NC 09/26/2018-01/24/2019	**Removed & Disposed:** vegetation, C&D **Reduce Grinding** (323,632cy); **Leaners** (2,196) **& Hangers** (19,133 trees); **Monitored** by Landfill Strategies	$6,106,287	385,556	**Wyatt Richardson**, Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com **Micki Bozeman**, Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov
Caswell Beach, NC 10/05/2018-01/22/2019	**Removed & Disposed:** vegetation; C&D **Reduced Grinding** (8,722cy)); **Leaners** (3) **& Hangers** (182 trees); **Monitored** by Landfill Strategies	$154,906	10,520	**Mayor Jane Marston**; PO Box 93, Bollivia, NC 28422; 910-471-2024; townhall.bolivia@atmc.net;
Duplin Co, NC 10/01/2018-12/11/2018	**Removed & Disposed:** vegetation; **Reduced Grinding** (92,323cy); **White Good** (1,186cy); **HHW** (6,200 lbs); **Monitored** by Tetra Tech	$2,682,013	190,032	**Chris Vernon**, Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com
Fayetteville, NC 09/26/2019-12/07/2018	**Removed & Disposed:** vegetation; **Reduced Grinding** (126,511cy) ; **Monitored** by Tetra Tech	$1,991,073	120,741	**Jackie Tuckey,** Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us **Scott L. Bullard**, Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Holly Ridge, NC 10/04/2018-01/09/2019	**Removed & Disposed:** vegetation; **Reduced Grinding** (8,973cy) ; **Hangers** (135 trees); **Monitored** by Tetra Tech	$143,935	11,575	
Jacksonville, NC 09/07/2018-02/06/2019	**Removed & Disposed:** vegetation: ROW to DMS and **Reduced Grinding** (273,805cy); **Leaners** (39,190) **& Hangers** (2,823 trees); **Stumps** (4); **Monitored** by Thompson	$5,245,709	269,224	**Wally Hansen**, Public Services Director – Engineering & Construction; PO Box 128. Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us; **Dr. Richard L. Woodruff**, City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us
Leland, NC 09/29/2018-12/21/2018	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (113,668cy); **Leaners** (143) **& Hangers** (872 trees); **Monitored** by Landfill Strategies	$1,527,901	113,668	**Wyatt Richardson**, Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Navassa, NC 10/23/2018-11/28/2018	**Removed & Disposed:** vegetation and C&D. **Monitored** by Landfill Strategies	$184,995	15,811	**Mayor Eulis Willis**; 334 Main St., Navassa, NC 28451; 910-371-2432; mayor@townofnavassa.org
Northwest, NC 10/16/2018-12/01/2018	**Removed & Disposed:** vegetation and C&D; **Leaners** (15) **& Hangers** (81 trees); **Monitored** by Landfill Strategies	$29,944	1,879	**Mayor James Knox** - 910-515-9677 - cityofnorthwest@cityofnorthwest.com
North Topsail Beach, NC 09/18/2018-12/19/2018	**Removed & Disposed:** vegetation; **ROW to DMS, C&D Reduction** (40,178cy) **and Sandscreening** (37,171cy); **Monitored** by Tetra Tech	$1,282,198	40,178	**Thomas Best**, Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org
Oak Island, NC 10/09/2018-01/23/2019	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (55,965) **Leaners** (154) **& Hangers** (2,752 trees); **Monitored** by Land Strategies	$1,764,065	129,837	**David Kelley,** Town Manager; dkelly@ci.oak-island.nc.us
Onslow Co, NC 09/29/2018-01/12/2019	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (408,348); **Leaners** (78) **& Hangers** (9,313 trees); **Monitored** by Tetra Tech	$6,349,681	477,354	**Norman Bryson**, Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
Richlands, NC 10/05/2018-01/05/2019	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (7,600); **Hangers** (192 trees); **Monitored** by Tetra Tech	$138,477	9,144	
Sandy Creek NC 10/15/2018-11/12/2018	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (1,189cy); **Monitored** by Land Strategies	$14,987	1,889	**Genn Marshall,** Mayor; 910-655-6028 or 240-256-0810
SCDOT 09/14/2018-11/28/2018	**Removed & Disposed:** vegetation; HHW (540 lbs); **Monitored** by Thompson	$117,808	4,867	**Tom Johnson**, SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org
Shallote, NC 10/05/2018-01/16/2019	**Removed & Disposed:** vegetation; **ROW to DMS** & **Reduced Grinding** (10,169cy) ; **Monitored** by Land Strategies	$151,948	10,169	**Mimi Gaither,** Town Administrator; 910-619-7452
Swansboro, NC 09/07/2018-11/07/2018	**Removed & Disposed:** vegetation; **Reduced Grinding** (30,816cy); **Leaners** (8) **& Hangers** (90 trees); **Monitored** by Thompson	$535,676	30,816	**Scott Chase**, Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us
Varnamtown, NC 10/11/2018-01/15/2019	**Removed & Disposed:** vegetation; **ROW to DMS** and **Reduced Grinding** (4,369cy); **Leaner** (9); **& Hanger** (283 trees); **Monitored** by Land Strategies	$68,261	4,369	**Judy Galloway,** Mayor; 910-842-6697; jllg@atmc.net
2018 Project Other Projects	**4 Contracts**	**$793,126**		
Dauphin Island, AL	**Tropical Storm Gordon – Sand Removal**	$14,000		**Mayor Jeff Collier**; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Eastern Shipbuiding Group	**Dredging**	$741,332		**Greg Bourdreaux**, Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, gboudreaux@easternshipbuilding.com
Orange Beach, AL		$2,200		**Phillip West**, Coastal Resource Manager; 4101 Ogange Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; pwest@orangebeachal.gov
TNC – The Nature Conservancy	**Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets**	$28,800		**Mary Kate Brown**, Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Red Tide / Fish Kill Cleanup	**6 Contracts** Activated for Event	**$2,341,980** Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	**Remove debris from beach**	$7,051	Hrly	**Sharon McKenzie,** Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, smckenziebips@gmail.com
Collier Co, FL 8/27/2018-9/4/2018	**Remove debris from Canal & Bay**	$47,444	Hrly	**Gary McAlpin**, Gary.McAlpin@colliercountyfl.gov
Ft Myers Beach, FL 7/31/2018-8/12/2018	**Remove debris from Beach / Canal & Bay**	$262,767	Hrly	**Chelsea O'Riley,** chelsea@fmbgov.com
Lee Co, FL 8/20/2018-9/3/2018	**Remove debris from Beach / Canal & Bay**	$374,201	Hrly	**Mary Tucker,** Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4th Floor, Ft Myers, FL 33901, 239-533-8881, mtucker@leegov.com
Sanibel, FL 7/31/2018-9/6/2018	**Remove debris from Beach / Canal & Bay**	$1,556,961	Hrly	**Laura Zautcke,** Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, Laura.Zautcke@mysanibel.com
Sarasota Co, FL 8/28/2018-8/31/2018	**Remove debris from Beach**	$93,556	Hrly	**Lois Rose,** Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
2017 Hurricane Nate	**3 Contracts** Activated for Event	**$2,119,616** Total Event Cost	**165,947** Total Event CY	
Dauphin Island, AL 10/8/2017-4/3/2018	**Clearing Sand** from the Roads	$2,100,704	163,903	**Jeff Collier**, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org **Wanda Sandagger**, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Dauphin Island Water Authority, AL 12/12/2017-12/15/2017	**Sand Push**	$5,702	Hrly	**Vaile Feemster,** DIWSA@AOL.COM
Mobile, AL 11/16/2017-11/20/2017	**Removed & Disposed:** C&D,	$18,911	2,044	**Bill Harkins,** Public Works Dir, harkinsb@cityofmobile.org
2017 Hurricane Irma	**64 Contracts** Activated for Event - 115 DMS Managed for Event	**$202,589,827** Total Event Cost	**10,447,423** Total Event CY	
Apopka, FL 9/24/2017-01/26/2018	**Removed & Disposed:** vegetation, hangers (1,194 ea), stumps (15); **Tasks:** Storm Sewer Cleaning; **Monitored** by Landfall Strategies	$2,108,037	150,295	**Josh Robinson**, Solid Waste Operations Manager,748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net
Arcadia, FL 10/2/2017-12/11/2017	**Removed & Disposed:** vegetation, hangers (894 trees), leaners (107 trees), stumps(13); burned (33,868); **Reduced**: at 1 site by burning; **Monitored by** Landfall Strategies	$499,522	33,868	**Beth Carsten,** Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov **Penny Delaney,** City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov
Aventura, FL 9/15/2017-11/07/2017	**Removed & Disposed:** vegetation, mulch, hangers (708 trees) **Reduced**: at 1 site by grinding **Monitored** by Volkert	$379,842	8,367	**Joseph Kroll,** Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com **Alan Levin,** Public Works Operations Manager 19200 W. Country Club Drive Aventura, FL 33180 cell: 305-218-6844 ofc: 305-466-8931 alevine@cityofaventura.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Bonita Springs, FL 9/23/2017-12/12/2017	**Removed & Disposed:** C&D, vegetation, grind (412,401), mulch, leaners (357) / hangers (10,148 trees) **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$6,521,630	440,154	**Matt Feeney,** Public Works Director 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6246 fax: 239-949-6245 matt.feeney@cityofbonitasprings.org	**Arleen Hunter,** Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6262 Arleen.hunter@cityofbonitasprings.org
Brevard Co, FL 9/18/2017-11/29/2017	**Removed & Disposed:** C&D, vegetation, mulch **Reduced**: at 4 site by grinding **Monitored** by Tetra Tech - ADMS	$2,370,625	172,031	**"Euri" Euripides Rodriguez**, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Casselberry, FL 9/20/2017-01/03/2018	**Removed & Disposed:** C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) **Reduced**: at 4 site by grinding **Monitored** by Tetra Tech - ADMS	$364,046	20,817	**Mr. Charles "Chuck" Smith** Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 ofc: 407-262-7725 xt. 1717 csmith@casselberry.org	**Willie Velez,** Procurement Administrator 95 Triplet Lake Drive Casselberry, FL 32707 ofc: 407-262-7700 xt. 1137 fax: 407-262-7746 , wvelez@casselberry.org
Charlotte County, FL 11/11/2017-01/26/2018	**Removed & Disposed:** C&D, vegetation, leaners (238) / hangers (5,070 trees); **Monitored** by Tetra Tech - ADMS	$1,032,095	6,193 Tons	**Richard Allen,** SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov	
Chatham Co, GA 9/20/2017-1/9/2018	**Removed & Disposed:** C&D, vegetation, mulch, grind (60,495) **Reduced**: at 1 site by grinding **Monitored** by Thompson- ADMS	$440,701	26,958	**Robert Drewry,** Director of Public Works 7226 Varnedoe Drive Savannah, GA 31406 ofc: 912-652-6842 fax: 912-652-6845 rwdrewry@chathamcounty.org	**Robin L. Maurer,** Assistant Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 ofc: 912-790-1623 fax: 912-790-1627 rlmaurer@chathamcounty.org
Clay Co, FL 9/18/2017-1/10/2018	**Removed & Disposed:** C&D, vegetation, mulch, leaners / hangers; **Reduced**: at 6 site by grinding **Monitored** by Landfall Strategies	$5,593,903	516,358	**John Ward**, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com	
Cocoa Beach, FL 9/18/2017-10/25/2017	**Removed & Disposed:** C&D, vegetation, mulch, compacted C&D; **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$207,256	16,838	**Rob Strong,** Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com	
Coleman, FL 9/25/2017-12/18/2017	**Removed & Disposed:** vegetation, mulch, Stumps (6) **Reduced**: at 1 site by grinding **Self Monitored**	$28,464	2,557	**Mayor Milton Hill,** 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com	**Ruth Busby,** Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com
Collier County, FL 5/15/2018-Ongoing	**Removed & Disposed:** drainage ditch debris, stumps (1,360), leaners (714); **Monitored** by Tetra Tech - ADMS	$15,941,390	49,215	**Gino Santabarbara,** Gino.Santabarbara@colliercountyfl.gov	**Tony Barone,** Tony.Barone@colliercountyfl.gov
Deltona, FL 9/19/2017-12/18/2017	**Removed & Disposed:** vegetation, mulch, leaners (99) / hangers (2,734 trees); **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$3,257,453	288,403	**Matt Doan**, PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov	
DeSoto Co, FL 10/2/2017-02/15/2018	**Removed & Disposed:** vegetation, mulch, leaners (459) / hangers (1 trees), stumps (228); **Reduced**: at 1 site by grinding **Monitored** by Landfall Strategies	$1,479,493	91,100	**Tom Moran,** Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 t.moran@desotobocc.com	**Cindy Talamantez,** Puchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com
Edgewater, FL 9/19/2017-11/2/2017	**Removed & Disposed:** vegetation **Monitored** by Witt O'Briens - ADMS	$409,726	57,937	**Brenda DeWees**, Dir of Env Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdewees@cityofedgewater.org	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Edgewood, FL 9/21/2017-11/9/2017	**Removed & Disposed:** vegetation, mulch **Reduced**: at 1 site by grinding **Monitored** by Landfall Strategies	$214,703	14,939	**Bea L. Meeks,** City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov	**Mayor Ray Bagshaw** 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov
Estero, FL 09/22/2017-02/04/2018	**Removed & Disposed:** vegetation **Monitored** by Rostan	$30,998	1,596	**David Willems**, Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 **willems@estero-fl.gov**	
Flagler Beach, FL 9/22/2017-10/21/2017	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 2 site by grinding; **Monitored** by Thompson - ADMS	$320,364	25,535	**Larry Newsom,** City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com	
FL DEP – Waterway 09/18/2017-03/31/2018	**Waterway Debris Removal; Remove** waterway debris with boats to an offload site, load onto trucks for disposal	$43,636,590	267,008	**Scott Woolam**, Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us	
Flagler Co, FL 9/26/2017-11/6/2017	**Removed & Disposed:** vegetation **Monitored** by Eisman Russo	$402,926	22,491	**Richard Gordon,** Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org	
Ft Myers, FL 9/27/2017-12/5/2017	**Removed & Disposed:** vegetation, mulch, leaners (47) / hangers (3,060 trees) **Reduced**: at 2 site by grinding **Monitored** by Thompson - ADMS	$3,757,646	258,992	**Mr. Saeed Kazemi,** City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityfymyers.com	**Sandra Ryan,** Interim Dep. City Clerk 2200 Second Stret Ft. Myers, FL 33901 Ofc: 239-321-7035
Ft Myers Beach, FL 9/27/2017-12/7/2017	**Removed & Disposed:** vegetation, mulch **Monitored** by Thompson - ADMS	$257,847	20,298	**Roger Hernstadt,** Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fmbgov.com	**Scott Baker,** Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov
Glades Co, FL 10/3/2017-2/26/2018	**Removed & Disposed:** vegetation, C&D **Reduced**: at 6 site by burning **Monitored** by Thompson - ADMS	$397,295	42,414	**Angela Snow Colegrove,** EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asnow@myglades.com	**Paul Carlisle,** County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com
Hardee Co, FL 9/19/2017-1/31/2018	**Removed & Disposed:** vegetation, C&D, hangers (5,592), leaners (3) **Monitored** by Witt O'Briens - ADMS	$1,067,905	67,343	**Jill Newman,** EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net	**Willie Nabong,** PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net
Hilton Head, SC	**Push Operations**	$25,241	Hrly	**Jennifer Lyle**, Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov	
Jupiter, FL 9/11/2017-10/24/2017	**Push Operations** **Removed & Disposed:** vegetation, C&D **Monitored** by Tetra Tech - ADMS	$370,420	43,668	**Mr. Thomas "Tom" Discoll,** Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us	**Mr. Doug Koennicke,** Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us
Kissimmee, FL 9/18/2017-12/16/2017	**Removed & Disposed:** vegetation, C&D, mulch, e-waste (21) **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$494,146	29,638	**Kerrith Fiddler,** PW Director, 101 Church Street, Suite 301 Kissimmee, FL 34741 Cell: 407-252-7823 Ofc: 407-518-2164 kfiddler@kissimmee.org	**George Allen,**PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Lake Co, FL 9/16/2017-02/28/2018	**Removed & Disposed:** vegetation, mulch, hangers (3,918 trees), leaners (22); **Reduced**: at 3 site by grinding **Monitored** by Tetra Tech - ADMS	$6,114,179	355,512	**Mary Hamilton** Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecountyfl.com	**David Salinas,** Public Works Landfill Supervisor.,13130 County Landfill Rd.,. Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecountyfl.gov
Lake Mary, FL 9/19/2017-12/9/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (10), hangers (453 trees); **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$563,577	43,935	**Bruce Paster,** PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com	**Jill Alvarez,** Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Lakeland, FL 9/19/2017-02/09/2018	**Removed & Disposed:** vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); **Reduced**: at 3 site by grinding; **Monitored** by Thompson - ADMS	$3,345,920	228,996	**Heath Frederick,** PW Director 228 S Massachusettes Ave. Lakeland, FL 33801 Cell: 386-747-2370 , Ofc: 863-834-6001 heath.frederick@lakelandgov.net	**Greg James,** PW Assistant Director 228 S. Massachusetts Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net
Lauderdale-By-The-Sea, FL 9/16/2017-10/9/2017	**Removed & Disposed:** vegetation, hangers (131 trees) **Monitored** by Witt O'Briens - ADMS	$71,211	6,748	**Don Prince,** Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbts-fl.gov	**Ralph "Bud" Bentley,** Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@flts-fl.gov
Lazy Lakes, FL 9/17/2017-10/15/2017	**Removed & Disposed:** vegetation, hangers (3 trees)	$2,887	332	**Melissa Augustin,** City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityatty.com	
Lee Co, FL 9/16/2017-7/5/2018	**Removed & Disposed:** vegetation, C&D, mulch, leaners (3,733)/ hangers (70,730 trees); **Reduced**: at 13 site by grinding **Monitored** by Thompson - ADMS	$29,654,974	1,729,186	**DR,** Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 jfournier@leegov.com	**Jim Bjostad,** Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 jbjostad@leegov.com
Miami Springs, FL 9/14/2017-02/15/2018	**Push Operations; Removed & Disposed:** vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74) **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$3,673,278	141,744	**Tammy Romero,** Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov	**William Alonso,** City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonsow@miamisprings-fl.gov
Miami, FL 10/4/2017-12/14/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$1,452,739	64,163	**Mario F. Nunez,** Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfnunez@miamigov.com	**Robert Williams,** Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com
Mount Dora, FL 9/26/2017-10/28/2017	**Removed & Disposed:** vegetation **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$638,401	32,907	**Mike Sheppard,** Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmountdora.com	**John McKinney,** Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinneyj@ci.mount-dora.fl.us
Nags Head, NC 9/8/2017-10/12/2017	**Supplied** water pumps for standby use	$11,486	Hrly	**David Ryan,** Town Engineer, 2200 Lark Ave. Nags Head, NC 27959 ofc. 252-441-6221, cell 252-475-0038, fax: 252-441-3350 david.ryan@nagsheadnc.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Nassau Co, FL 9/18/2017-2/9/2018	**Removed & Disposed:** vegetation, mulch, leaners (81), hangers (7,113 trees); **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$2,978,945	209,674	**Scott Herring** PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com	**Shanea Jones,** County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com
North Port, FL 9/15/2017-12/13/2017	**Removed & Disposed:** vegetation, mulch, leaners (6), hangers (675 trees); **Reduced**: at 1 site by grinding **Monitored** by Rostan / Hall Pass - ADMS	$737,413	47,241	**Monica Bramble,** Asst. PW Director 1100 N. Chamberlin Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com	**Frank Lama, Solid Waste Manager** 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8074 Fax: 941-429-7079 flama@cityofnorthport.com
Ocala, FL 9/18/2017-02/26/2018	**Push Operations; Removed & Disposed:** vegetation, mulch, leanres (96), hangers (377 trees); **Reduced**: at 2 site by grinding **Monitored** by Tetra Tech - ADMS	$1,838,624	129,645	**Darren Park,** PW Director 1805 NE 30th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org	**Ken Whitehead,** Asst. City Manager 1805 NE 30th Ave Bldg 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org
Okeechobee Co, FL 9/22/2017-12/08/2017	**Removed & Disposed:** vegetation, ash, mulch, leaners (5), hangers (1,742 trees); **Reduced**: at 1 site by burning & grinding **Monitored** by Culpepper & Terpening - ADMS	$1,412,646	122,407	**Mitchell Smeykal,** EM Director 707 NW 6th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us	**Russell Rowland,** Asst Co Administrator 1700 NW 9th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-1811 Cell: 863-697-0121 Fax: 863-763-5529 rrowland@co.okeechobee.fl.us
Orange Co, FL 9/15/2017-2/26/2018	**Removed & Disposed:** vegetation, mulch, ash, leaners (152), hangers (3,762 ea & 15,556 trees), stumps (4), marine debris **Reduced**: at 3 site by grinding; **Monitored** by Tetra Tech - ADMS	$6,869,563	364,326	**Ralphetta Aker,** PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net	**Jennifer Cummings** PW Stormwater Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net
Orlando, FL 9/22/2017-12/1/2017	**Removed & Disposed:** vegetation, mulch, hangers (2,974 trees) **Reduced**: at 2 site by grinding **Monitored** by Thompson - ADMS	$1,316,790	57,928	**Mike Carroll**, Solid Wast Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net	**Rick Howard**, PW Director 1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net
Ormond Beach, FL 9/16/2017-10/26/2017	**Removed & Disposed:** vegetation, mulch, leaners (20), hangers (3,608 trees); **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$2,022,282	130,212	**Kevin Gray,** PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org	
Palm Coast, FL 10/13/2017-11/6/2017	**Removed & Disposed:** vegetation, C&D **Monitored** by True North - ADMS	$162,856	22,007	**Jim Landon,** City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jlandon@palmcoastgov.com	**Nester Abreu,** PW Director 1 Welfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com
Palm Springs, FL 9/15/2017-11/2/2017	**Removed & Disposed:** vegetation **Monitored** by Thompson - ADMS	$133,345	17,072	**Mr. William "Bill" Golson,** Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 bgolson@vpsfl.org	**Kimberly Wynn,** Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org
Palmetto, FL 10/5/2017-11/21/2017	**Removed & Disposed:** vegetation, mulch, hangers (97 trees) **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$202,411	17,730	**Allen Tusing,** PW Director 600 17th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org	**Javier Vargas Dep.** Director PW 600 17th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Plantation, FL 9/19/2017-1/8/2018	**Removed & Disposed:** vegetation, hangers (2,104 trees) **Monitored** by Witt O'Briens - ADMS	$1,714,266	194,605	**Dawn Mehler, Administrative Analyst** 750 NW 91st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmehler@plantation.org	**Steve Rodgers,** PW Asst. Director 750 NW 91st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodgers@plantation.org
Polk Co, FL 9/15/2017-04/05/2018	**Removed & Disposed:** vegetation, mulch, leaners (71), hangers (27,456 trees); **Reduced**: at 11 site by grinding **Monitored** by Tetra Tec - ADMS	$27,921,453	2,171,245	**Michael Teate,** Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaelteate@polk-county.net	**Jay Jarvis,** Drainage Director, jayjarvis@polk-county.net, 300 Sheffield Rd, Winter Haven 33880, (863)535-2200
Polk Co School Board, FL 11/4/2017-02/28/2018	**Removed & Disposed:** vegetation, leaners (27), hangers (2,516 trees); **Monitored** by Tetra Tech - ADMS	$345,164	14,322	**Scott Reeves,** Senior Coordinator of Support Services, 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 Scott.reeves@polk-fl.net	
Punta Gorda, FL 9/20/2017-10/16/2017	**Removed & Disposed:** vegetation, mulch, leaner (1), stump (1) **Reduced**: by grinding	$131,971	17,770	**Marian Pace,** Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us	**Howard Kunik,** City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us
Putnam Co, FL 9/21/2017-2/2/2018	**Removed & Disposed:** vegetation, mulch, **Reduced**: at 4 site by grinding **Self Monitored**	$3,935,714	317,203	**Larry Gast,** Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com	**Lynn Wooten** Solid Waste Sanitation Admin 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wasdin@putnam-fl.com
Sanford, FL 9/18/2017-11/12/2017	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$567,798	43,156	**John P. Reichardt,** PW Operations Mgr, 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Cell: 407-416-2998 John.reichardt@sanfordfl.gov	**Bilal Iftikhar** PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.iftikhar@sanfordfl.gov
Sanibel Island, FL 9/18/2017-12/17/2017	**Removed & Disposed:** vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens - ADMS	$2,217,420	161,910	**Keith Williams II,** PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mysanibel.com	**Scott Krawczuk,** Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041
Sarasota Co, FL 9/13/2017-1/19/2018	**Removed & Disposed:** vegetation, mulch, leaners (2), hangers (77 trees); **Reduced**: at 3 site by grinding **Monitored** by Tetra Tech - ADMS	$2,819,743	221,501	**Lois Rose,** Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net	**Scott Montgomery, EM Operations Mgr** 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net
St Petersburg, FL 9/16/2017-12/9/2017	**Removed & Disposed:** vegetation, mulch, stumps (8) **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$1,190,184	163,792	**Mike Vineyard ,** Park Operational Manager 1400 19th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org	**Mike Jeffries,** Dir. Parks and Rec 1400 19th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jefferis@st.pete.org
Stuart, FL 9/14/2017-10/27/17	**Push Operations; Removed & Disposed:** vegetation, mulch, leaners (2) / hangers (171 trees); **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$181,132	11,850	**Sam Amerson,** Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us	**Dave Peters,** Asst. Director of PW, 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615 dpeters@ci.stuart.fl.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Sumter Co, FL 9/22/2017-2/24/2018	**Removed & Disposed:** vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$1,391,971	59,826	**Mark Wilson,** Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701	**Jackey Jackson,** Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov
Sunny Isles Beach, FL 9/26/2017-9/29/2017	**Removed & Disposed:** mulch	$37,866	1,538	**Christopher Russo,** City Manager 18070 Collins Ave. Sunny Isles Beach, FL 33160 Ofc: 305-947-0606 Fax: 305-949-3113 crusso@sibfl.net	
Sunrise, FL 9/17/2017-11/30/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); **Reduced**: at 3 site by grinding **Monitored** by Tetra Tech - ADMS	$2,557,532	136,417	**Scott Manning,** Emergency Mgmt 10440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov	**Richard Salamon,** City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov
Tarpon Springs, FL 9/18/2017-12/13/2017	**Removed & Disposed:** vegetation, C&D, mulch, leaners (34), hangers (703 trees); **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$675,256	45,557	**Tom Funcheon,** PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ctsfl.us	**Mr. Richard Butcher,** 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598
Tybee Island, GA 9/17/2017-11/21/2017	**Removed & Disposed:** C&D, white goods (31) **Monitored** by Rostan / Haul Pass - ADMS	$75,798	9,735	**Angela Hudson,** Finance Director 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5021 Fax: 912-786-9465 ahudson@cityoftybee.org	**Shawn Gillen,** City Manager 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5070 Cell: 404-309-1788 sgillen@cityoftybee.org
Venice, FL 9/20/2017-10/17/2017	**Removed & Disposed:** vegetation **Monitored** by Thompson - ADMS	$110,342	12,543	**Judy Gamel,** Executive Asst. City Managers Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031	**John Venezian,** Public Works Director 221 S. Seaboard Ave. Venice, FL 34285 Ofc: 941-882-7359 jveneziano@venicegov.com
Vero Beach, FL 9/18/2017-10/10/2017	**Removed & Disposed:** vegetation **Reduced**: at 1 site by grinding **Monitored** by Thompson - ADMS	$440,532	35,621	**Don Dexter,** PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org	**Carol Shoaf,** Purchasing Contractor Adminstrator 3455 Airport West Drive Vero Beach, FL 32961 Ofc: 772-978-5470 Fax: 772-770-6860 purchcss@covb.org
(The) Villages Community, FL 9/15/2017-12/20/2017	**Removed & Disposed:** vegetation, mulch, stumps (34) **Reduced**: at 2 site by grinding **Monitored** by Volkert - ADMS	$406,299	31,288	**Diane Tucker,** Admin Ops Manager 940 Lakeshore Drive The Villages, FL 32162 Ofc: 352-674-1920 Cell: 352-207-8626 Fax: 652-674-1921 diane.tucker@districtgov.org	
Wilton Manors, FL 9/18/2017-10/14/2017	**Removed & Disposed:** vegetation, C&D, leaners (3), hangers (91 trees) **Monitored** by Tetra Tech - ADMS	$222,615	25,961	**David Archacki,** Dir. Utilities / Emergency Mgmt 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com	**Bob Mays,** Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com
2017 Hurricane Harvey	**26 Contracts** Activated for Event - 25 DMS Managed for Event	**$93,763,092** Total Event Cost	**6,015,594** Total Event CY		
Alvin, TX 9/7/2017-10/16/2017	**Removed & Disposed:** C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs); **Monitored** by True North - ADMS	$252,613	12,446	**Brian Smith**, Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Aransas Co, TX 9/5/2017-8/27/2018	**Removed & Disposed:** vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs), PPDR debris; **Reduced**: at 3 site by grinding; **Monitored** by Thompson - ADMS	$38,281,175	2,395,235	**Rick McLester**, EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org	
Baytown, TX 9/6/2017-10/25/2017	**Removed & Disposed:** vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs); **Monitored** by True North - ADMS	$776,463	34,828	**Rick Davis,** City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org	
Brazoria Co, TX 9/13/2017-01/12/2018	**Removed & Disposed:** vegetation, C&D, white goods (2,376), HHW (103,720 Lbs), compacted C&D, mulch; **Reduced**: at 4 site by C&D compaction; **Monitored** by Tetra Tech - ADMS	$3,417,026	161,448	**Steve Rosa,** 979-481-1690 **Trey Haskens,** Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treyh@brazoria-county.com	
Chambers Co, TX 9/7/2017-10/13/2017	**Removed & Disposed:** C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs) **Monitored** by True North - ADMS	$205,142	10,534	**Jimmy Sylvia**, County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us	
Clear Lake Shores, TX 9/21/2017-10/14/2017	**Removed & Disposed:** C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) **Monitored** by True North - ADMS	$51,977	1,813	**Mr. George Jones,** City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov	**Chief Kenneth G. Cook,** Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	**Removed & Disposed:** vegetation, mulch, hangers (19,232 trees); **Reduced**: at 2 site by grinding **Monitored** by Tetra Tech - ADMS	$7,724,553	536,074	**Lawrence Mikolajczyk,** SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@cctexas.com **Paul Bass,** Asst. Dir. Of Suppport Services 361-826-1968 PaulB@cctexas.com	
Dickinson, TX 9/7/2017-1/26/2018	**Removed & Disposed:** C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs); **Monitored** by Tetra Tech - ADMS	$5,942,702	191,789	**Chris Heard,** City Administrator, Ofc. 281-337-6204 or Cell 816-651-8929, cheard@dickinson.tx.us / **Capt Steve Krone**, Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us	
Friendswood, TX 9/6/2017-1/15/2018	**Removed & Disposed:** C&D, white goods (5,804) , E-waste (2,545), HHW (235,920 Lbs) **Monitored** by Tetra Tech - ADMS	$4,096,828	135,952	**Brian Mansfield,** Deputy Direcor Emergency Management, Ofc. 281-995-3335 or Cell 832-875-2365, bmansfield@friendswood.com **Terry Byrd, Retired -** EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us	
Galveston Co, TX 9/27/2017-11/22/2017	**Removed & Disposed:** C&D, white goods (134), e-waste (547) **Monitored** by Tetra Tech - ADMS	$573,170	33,261	**Garret Foskit,** Ofc. 281-309-5003 of Cell 409-682-4031, garret.foskit@co.galveston.tx.us **Rufus 'Lee' Crowder,** Purchasing Agent, 722 Moody Street 5th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us	
Ingleside, TX 9/3/2017-02/08/2018	**Removed & Disposed:** C&D, vegetation, compacted C&D, mulch; **Reduced**: at 3 site by grinding & compacting C&D **Monitored** by True North - ADMS	$4,256,037	296,483	**Shanna Owens,** EM Coordinator, 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov	**Paul Baen,** Finance Director, 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776-2517
Jones Creek, TX 9/15/2017-10/16/2017	**Removed & Disposed:** C&D **Monitored** by Witt O'Briens - ADMS	$62,579	3,532	**Marshal William Tidwell,** Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.cityhall@coastal-link.net	**Kimberly Morris,** Emergency Management Coordinator 7207 Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979-233-2700 Fax: 979-233-3712 jc.cityhall@coastal-link.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
LaMarque, TX 9/16/2017-10/26/2017	**Removed & Disposed:** C&D, vegetation, white goods (12), e-waste (29) **Monitored** by TCB - ADMS	$396,256	21,994	**Charlete Todaro Warren,** PW Coordinator Emergency Management, 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org	**Robin Eldridge,** City Clerk, 1111 Bayou Rd. La Marque TX 77568 Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson 9/16/2017-10/7/2017	**Removed & Disposed:** vegetation **Monitored** by Tetra Tech - ADMS	$20,548	4,281	**Keelie Kennedy,** Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov	**Sally Villarreal** Asst. City Secretary, 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	**Removed & Disposed:** C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs) **Monitored** by Tetra Tech - ADMS	$2,422,457	116,461	**Bo Bass** , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov	
Liberty Co, TX 10/16/2017-2/28/2018	**Removed & Disposed:** C&D, C&D compacted **Reduced:** at 3 sites by compaction **Monitored** by Tetra Tech - ADMS	$153,637	13,595	**Tom Branch** EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us	**Crista Beasley,** Dep. EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 936-336-3172 crista.beasley@co.liberty.tx.us
Montgomery Co, TX 9/5/2017-2/6/2018	**Removed & Disposed:** C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs); **Reduced:** at 3 sites by grinding & compaction; **Monitored** by Tetra Tech - ADMS	$2,172,773	118,097	**Chief Deputy Randy McDaniel,** EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mctx.org	
Nassau Bay, TX 9/14/2017-10/19/2017	**Removed & Disposed:** C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs) **Monitored** by Witt O'Briens - ADMS	$205,060	6,324	**Jamie Galloway,** EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com	**Paul Lopez,** PW Director 18295 Upper Bay Rd. Nassau Bay TX 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	**Removed & Disposed:** C&D, vegetation **Monitored** by Thompson - ADMS	$104,047	8,859	**Rosemary Johnson,** Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us	**Olen Bean,** Dep. EMC PO Box 1380 Newton, TX 75966 Ofc: 409-994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	**Removed & Disposed:** C&D, vegetation **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$84,568	7,851	**Christopher Boyce,** Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com	**Glen Sullivan,** PW Director 901 Leopard Street, Room 103 Corpus Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2356 Fax: 361-888-0485 glen.sullivan@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	**Removed & Disposed:** C&D, compacted C&D, white goods (3,551), E-Waste (47,886); **Reduced:** at 3 sites by compaction **Monitored** by Witt O'Briens - ADMS	$11,140,779	487,974	**Glen White,** Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov, **Alison Walker,** Solid Waste Administrative Assistant 409-983-8501, Allison.walker@portarthurtx.gov **Armondo Gutierrez**, PW Dir, , 409-983-8513, armando.gutierrez@portarthurtx.gov	
San Patricio Co, TX 9/3/2017-2/9/2018	**Removed & Disposed:** C&D, vegetative, mulch **Reduced**: at 3 site by grinding & compacting **Monitored** by True North - ADMS	$4,297,535	296,667	**Sara Williams,** Emergency Management, 313 N Rachal St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Santa Fe, TX 9/7/2017-11/2/2017	**Removed & Disposed:** C&D, HHW (10,780 lbs) **Monitored** by Thompson - ADMS	$374,485	22,580	**Joe Dickson,** City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,	
Seabrook, TX 9/9/2017-10/4/2017	**Removed & Disposed:** C&D, vegetation, white goods (37), HHW (3,120 Lbs); **Monitored** by Tetra Tech - ADMS	$39,905	1,592	**Gayle Cook,** City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov	
TX GLO 01/05/2018-03/15/2018	**Removed & Disposed:** Waterway debris	$6,610,243	24,918	**Tony Williams,** Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	**Vania Ramaekers,** Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
Webster, TX 9/8/2017-10/3/2017	**Removed & Disposed:** C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs); **Monitored** by True North - ADMS	$46,607	2,141	**Joe Ferro**, EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com	
West Columbia, TX 9/23/17-10/16/2017	**Removed & Disposed:** C&D, white goods (7), E-waste (44), HHW (1,640 Lbs); **Monitored** by Witt O'Briens - ADMS	$53,922	2,351	**Chief Paul Odin,** 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org	**Debbie Sutherland,** City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3178 citymanager@westcolumbiatx.org
2017 TS Cindy					
Dauphin Island, AL 6/27/2017-6/29/2017	**Sand Clearance** from Roadways	$6,540	Hrly	**Jeff Collier**, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	**Wanda Sandagger**, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2017 Tornado					
Hattiesburg, MS 2/11/2017-5/27/2017	**Removed & Disposed:** vegetation, C&D, stumps, leaners & hangers; **Monitored** by Debris Tech - ADMS	$2,237,052	150,710	**Lamar Rutland**, City Engineer, 212 W Front St, Hattiesburg, MS 39401, 601-545-4540, lrutland@hattiesburgms.com	
2017 Other Projects					
Central, LA 6/28/2017-7/1/2017	**Removed & Disposed:** C&D **Monitored** by Debris Tech - ADMS	$38,067	3,239	**JR Shelton**, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
Corpus Christi, TX 6/14/2017-7/12/2017	**Removed & Disposed:** vegetation (Emergency Brush Collection)	$299,977	41,663	**Gilbert Montoya,** 361-816-8156, gilbertm@cctexas.com	
Newport News, VA 5/2017-7/2017	**Removed** trees from different locations in the City at various times	$44,673	Lump Sum	**Derrick Porter**, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2016 Hurricane Matthew	**39 Contracts** Activated for Event - 32 DMS Managed for Event	**$82,267,725** Total Event Cost	**5,675,560** Total Event CY		
Berkeley Co, SC 10/13/2016-12/18/2016	**Removed & Disposed:** vegetation, C&D, leaners & hangers, mulch; **Reduced**: at 1 site by grinding **Monitored** by Rostan Solutions / GP Strategies - ADMS	$931,731	75,610	**Melissa Wheatley,** Deputy Director of Solid Waste, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2343, melissa.wheatley@berkeleycountysc.gov	
Brevard Co, FL 10/11/2016-1/4/2017	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$3,231,102	265,794	**"Euri" Euripides Rodriguez**, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Bunnell, FL 10/14/2016-10/25/2016	**Removed & Disposed:** vegetation **Monitored** by Tetra Tech - ADMS	$105,155	8,480	**Perry Mitrano,** SW Dir, 201 W Moody Blvd, Bunnell, FL 32110, 386-437-7500, pmitrano@bunnellcity.us	
Callawassie Island, SC 10/8/2016-10/10/2016	**Emergency Push**	$14,573	Hrly	**Chief Waverly Patterson,** Ops Dir, 176 Callawassie Dr, Okatie, SC 29909, 843-987-4150, chiefpatterson@hargray.com	
Chesapeake, VA 10/28/2016-11/3/2016	**Removed & Disposed:** vegetation	$21,166	483	**Eric Martin,** PW Dir, 306 Cedar Rd, 3rd Floor, Chesapeake, VA 23322, 757-382-6380, emartin@cityofchesapeake.net	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Clay Co, FL 10/18/2016-1/12/2017	**Removed & Disposed:** vegetation, C&D, leaners & hangers, mulch; **Reduced**: at 2 sites by grinding; **Monitored** by Landfall Strategies	$1,142,823	127,682	**John Ward**, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com
Cocoa Beach, FL 10/12/2016-12/3/2016	**Removed & Disposed:** vegetation, C&D, mulch **Reduced**: at 2 sites by grinding; **Monitored** by Tetra Tech - ADMS	$326,535	32,701	**Rob Strong,** Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com
Currituck Co, NC 11/7/2016-2/24/2017	**Removed & Disposed:** vegetation, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$46,664	2,805	**Brenda McQueen**, Superintendent of Buildings, PW, 153 Courthouse Rd, Currituck, NC 27929, 252-232-2504, brenda.mcqueen@currituckcountync.gov
Deltona, FL 10/14/2016-12/1/2016	**Removed & Disposed:** vegetation, C&D, leaners & hangers, ash **Reduced**: at 1 site by burning; **Monitored** by Tetra Tech - ADMS	$1,384,861	117,753	**Matt Doan**, PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov
Duplin Co, NC 11/28/2016-12/1/2016	**Removed & Disposed:** C&D **Monitored** by Tetra Tech - ADMS	$7,107	519	**Matt Barwick**, EM Coordinator, 209 Seminary St, PO Box 909, Kenansville, NC 28349, 910-296-2160 Ext. 231, matthew.barwick@duplincountync.com
Edgecombe Co, NC 11/7/2016-2/24/2017	**Removed & Disposed:** C&D	$516,525	20,257	**Dee Waters**, Purchasing Agent, 252-641-7888, deewaters@edgecombeco.com
Edgewater, FL 10/8/2016-12/8/2016	**Emergency Push; Removed & Disposed: ROW, Commercial, Private -** vegetative, C&D, leaners & hangers, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Witt O'Briens	$2,936,463	201,602	**Brenda DeWees**, Dir of Env Services, 386-424-2400, bdewees@cityofedgewater.org
Fayetteville, NC 10/20/2016-2/15/2017	**Removed & Disposed:** vegetative, C&D, mulch **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS	$958,182	81,449	**Jackie Tuckey**, Management Analyst, 433 Hay St, Fayetteville, NC 28301-5537, 910-433-1854, jtuckey@ci.fay.nc.us
Flagler Beach, FL 10/13/2016-1/25/2017	**Removed & Disposed:** vegetative, C&D, Beach C&D, mulch **Reduced**: at 1 site by grinding, management and grinding of City hauls; **Monitored** by Tetra Tech - ADMS	$312,482	23,926	**Larry Newsom,** City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
Flagler Co, FL 10/7/2016-1/23/2017	**Emergency Push; Removed & Disposed: ROW, Public Use Areas, Private HOA & Non HOA Rds -** vegetative, C&D, leaners & hangers, white goods, mulch; **Reduced**: at 1 site by grinding, management and grinding of City hauls **Monitored** by Tetra Tech - ADMS	$2,752,630	167,148	**Richard Gordon,** Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
FL DEP 2/16/2017-6/20/2017	**Waterway Debris Removal; Remove** waterway debris with boats to an offload site, load onto trucks for disposal; **Monitored** by Eisman Russo - Zone 1, CDR McGuire - Zone 2, Tetra Tech - Zone 3	$13,186,226	77,722	**Scott Woolam**, Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Fripp Island, SC 10/13/2016-10/28/2016	**Emergency Push; Removed & Disposed:** vegetative, leaners & hangers; **Monitored** by Witt O'Brien	$111,040	3,967	**Kate Hines**, General Manager, Generalmanager@frippislandliving.com
Garden City, GA 10/31/2016-1/17/2017	**Removed & Disposed:** vegetative, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Rostan Solutions - ADMS	$365,490	33,580	**Benny Googe**, PW Dir, 2 Bud Brown Rd, Garden City, GA 31408, 912-629-2296, bgooge@gardencity-ga.gov
Hilton Head Island, SC 10/5/2016-6/15/2017	**Emergency Push; Removed & Disposed: ROW, SCDOT Rds, Private Rds, Public Use Areas -** vegetative, C&D, white goods, leaners & hangers, mulch; **Reduced**: at 2 sites by grinding **Waterway Debris removal from Drainageways** **Monitored** by Tetra Tech - ADMS	$37,124,940	3,012,487	**Jennifer Lyle**, Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov
Hilton Head Plantation, SC 10/10/2016-10/31/2016	**Emergency Push; Tasks:** Access Tree clearance, ROE tree removal, Blue roof operations	$195,567	Hrly	**T. Peter Kristian,** General Manager, 7 Surrey Ln, Hilton Head Island, SC 29926, pkristian@hhppoa.org

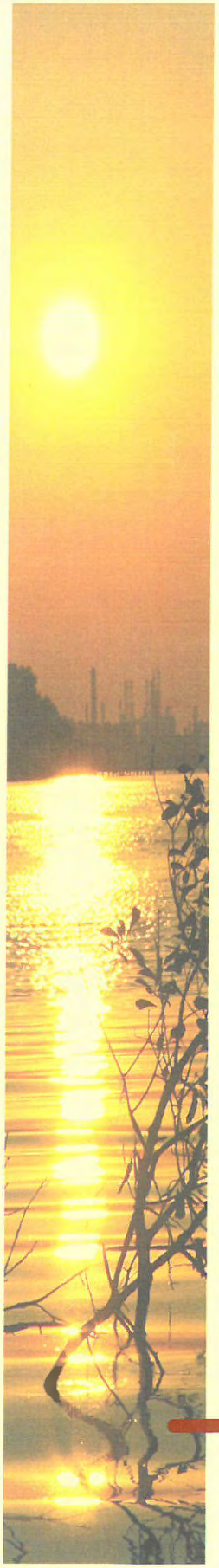
OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Jasper Co, SC 10/8/2016-10/12/2016	**Emergency Push**	$24,636	Hrly	**Wilbur Daley**, Emergency Services Dir, 1509 Grays Hwy, Ridgeland, SC 29936, 843-726-7607, wilburd@jaspercountysc.gov
Liberty Co, GA 10/14/2016-1/6/2017	**Removed & Disposed:** vegetative, C&D, leaners & hangers, stumps; **Reduced**: at 2 sites by burning **Monitored** by Tetra Tech - ADMS	$1,736,692	183,194	**Mike Hodges**, EM Dir, 100 Liberty St, Hinesville, GA 31313, 912-368-2201, mike.hodges@libertycountyga.com
Long Cove Owners Assoc. Hilton Head Island, SC 10/28/2016-11/21/2016	**Removed & Disposed:** vegetative, C&D, logs, mulch **Reduced**: at 1 sites by grinding	$408,232	40,840	**Tom Lee**, General Manager, 399 Long Cove Dr, Hilton Head Island, SC 29928, 843-686-1071, tlee@longcoveclub.com
Marsh Side Owners Assoc. Hilton Head Island, SC 10/14/2016-11/3/2016	**Tasks:** Tree removal, stump grinding, blue tarp operations,	$106,450	Hrly	**Trish Norris**, Property Manager, 5 Gumtree Rd, Hilton Head Island, SC 29926, 843-681-7301, propertymanager@marshsidehhi.com
Norfolk, VA 10/14/2016-11/30/2016	**Removed & Disposed:** vegetative, stumps **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$314,618	25,943	**David Ricks**, PW Dir, 810 Union St, Suite 700, Norfolk, VA 23510, 757-664-4614, David.Ricks@norfolk.gov
Ocean Isle Beach, NC 10/25/2016-11/9/2016	**Removed & Disposed:** C&D **Monitored** by Landfall Strategies	$12,229	1,772	**Justin Whiteside**, Asst Town Administrator, 910-579-3469, justin@oibgov.com
Orange Park, FL 11/28/2016-1/4/2017	**Removed & Disposed:** mulch; **Reduced**: at 1 site by grinding of debris hauled in by the Town; **Monitored** by Landfall Strategies	$19,604	1,976	**Jim Hanson**, Town Manager, 2042 Park Ave, Orange Park, FL 32073, 904-278-3019, jhanson@townop.com
Ormond Beach, FL 10/11/2016-12/31/2016	**Removed & Disposed:** vegetative, C&D, leaners & hangers, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Thompson - ADMS	$3,660,393	514,691	**Kevin Gray**, Operations Manager, PW, 501 N Orchard St, Ormond Beach, FL 32174, 386-676-3577, kevin.gray@ormondbeach.org
Palm Coast, FL 10/9/2016-1/17/2017	**Removed & Disposed:** vegetative, C&D, treated wood, mulch; **Reduced**: at 1 site by burning & grinding; **Reduced and hauled out** City hauled debris; **Monitored** by True North	$1,172,253	68,151	**Ms. Renee Shevlin**, PW Operations Manager, 1 Wellfield Grade, Palm Coast, FL 32137, 386-986-4781, rshevlin@palmcoastgov.com
Port Wentworth, GA 10/17/2016-1/15/2017	**Removed & Disposed:** vegetative, C&D, leaners & hangers, stumps, mulch; **Reduced**: at 1 site by grinding **Monitored** by Tetra Tech - ADMS	$84,022	6,282	**Chief Lance Moore**, Fire Dept, 317 Cantyre St, Port Wentworth, GA 31407, 912-401-0475, lmoore@cityofportwentworth.com
Raleigh, NC 10/17/2016-11/11/2016	**Removed & Disposed:** vegetative **Monitored** by Tetra Tech - ADMS	$59,612	8,516	**Kelly Lindsey**, EM & Special Events, 222 W Hargett St, Suite 304, Raleigh, NC 27601, 919-996-2202, kelly.lindsey@raleighnc.gov
Rose Hill, NC 10/20/2016-10/25/2016	**Removed & Disposed:** vegetative	$16,959	1,980	**Ivey Knowles**, PW Dir, 103 SE Railroad St, Rose Hill, NC 28458, 910-289-3159, rosehillpw@embarqmail.com
SC DOT 10/17/2016-1/13/2017	**Removed & Disposed:** vegetative, leaners & hangers, stumps, mulch; **Reduced**: at 6 sites by grinding; **Monitored** by Thompson - ADMS	$8,187,338	492,455	**Emmett I Kirwan**, SCDOT Procurement Manager, 955 Park St, Columbia, SC 29201, 803-737-0676, KirwanEI@scdot.org
Southern Shores, NC 11/18/2016-12/14/2016	**Removed & Disposed:** vegetative, C&D	$83,218	8,586	**Peter Rascoe,** Town Manager, 5375 N Virginia Dare Trail, Southern Shores, NC 27949, 252-261-2394, prascoe@southernshores-nc.gov
Stuart, FL 10/7/2016-10/27/2016	**Emergency Push; Removed & Disposed:** vegetative, stumps, mulch; **Reduced**: at 1 site by grinding **Monitored** by Witt O'Briens	$109,356	10,085	**Sam Amerson**, PW Dir, 121 SW Flagler Ave, Stuart, FL 34994, 772-288-5331, samerson@ci.stuart.fl.us
Sunset Beach, NC 10/26/2016-11/23/2016	**Removed & Disposed:** vegetative, C&D **Monitored** by Landfall Strategies	$95,563	13,849	**Dustin Graham**, PW Dir, 700 Sunset Blvd N, Sunset Beach, NC 28468, 910-579-6297, dgraham66@atmc.net
Thunderbolt, GA 10/19/2016-1/17/2017	**Removed & Disposed:** vegetative, mulch; **Reduced**: at 1 site by grinding; **Monitored** by Witt O'Briens	$108,789	9,896	**Ray O'Neill,** PW Dir, 2821 River Dr, Thunderbolt, GA 31404, 912-644-7999, roneill@thunderboltga.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	**Removed & Disposed:** vegetative	$56,524	4,096	**Renee Paolini**, 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us	
Windmill Harbour, SC 10/14/2016-10/31/2016	**Removed & Disposed:** vegetative, leaners & hangers, stumps, mulch; **Reduced**: at 1 site by grinding **Monitored** by Atkins Global	$339,975	29,283	**Jaime Fenstermaker**, IMC Resort Services, 2 Corpus Christi, Ste #302, Hilton Head Island, SC 29928, 843-785-4775 ext 110, Jaime@imcresortservices.com	
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	**$9,080,715** Total Event Cost	**401,366** Total Event CY		
Leon County, FL 9/3/2016-2/3/2017	**Emergency Push; Removed & Disposed:** vegetative, leaners & hangers, mulch; **Reduced**: at 3 sites by grinding **Monitored** by Witt O'Briens	$5,721,729	237,200	**Dale Walker,** PW Director, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1415, walkerda@leoncountyfl.gov	
Tallahassee, FL 9/3/2016-1/26/2017	**Emergency Push; Removed & Disposed:** vegetative, leaners & hangers, mulch; **Reduced**: at 3 sites by grinding **Monitored** by Witt O'Briens	$3,358,986	164,166	**Robby Powers,** EM Coordinator, 911 Eastwood Dr, Tallahassee, FL 32311, 850-891-2536, robby.powers@talgov.com	
2016 Flooding Aug					
Central, LA 8/25/2016-1/28/2017	**Removed & Disposed:** C&D, HHW **Monitored** by Debris Tech - ADMS	$5,486,871	324,951	**JR Shelton**, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
2016 Flooding, Tornados					
Brazoria County, TX 6/16/2016-8/26/2016	**Removed & Disposed:** C&D **Monitored** by Tetra Tech - ADMS	$330,118	20,470	**Steve Rosa**, EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com	
Texas General Land Office (GLO) 6/27/2016-7/8/2016	**Removed & Disposed:** vegetative debris on the beach area / **Monitored** by Tetra Tech - ADMS	$397,252	6,394	**Tony Williams,** Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	**Vania Ramaekers,** Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornados					
Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	**Removed & Disposed:** (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) **Monitored** by Tetra Tech - ADMS	$288,408 $520,549	19,089 39,079	**Randy McDaniel**, EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org	
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	**Removed & Disposed:** C&D **Monitored** by Tetra Tech - ADMS	$19,674 $18,402	1,186 1,183	**Brian Cantrell,** EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us	**Trey Duhon,** County Judge, 836, Austin St, Ste 203, Hempstead, TX 77445, 979-826-7700, t.duhon@wallercounty.us
2016 LA Flooding					
Ouachita Parish, LA – FEMA-4263 3/30/2016-6/16/2016	**Removed & Disposed:** vegetation, C&D, white goods (18), e-waste (370), tires (105); **Monitored** by Volkert	$397,774	32,161	**Scotty Robinson, Parish President, 301 S Grand St #201, Monroe, LA 71201,** 318-355-4260, srobinson@oppj.org	**Daryl Dunbar**, Volkert, PM,
St John the Baptist Parish, LA / 2/26/2016-3/6/2016	**Provided** Portable Showers / Event Restrooms for volunteer services that helped the citizens and Parish	$7,574	Lump Sum	**Travis Perrilloux,** Asst Director Homeland Security & Emergency Preparedness, 1801 Airline Hwy W, LaPlace, LA 70068, 985-652-2222, travis.perrilloux@sjbparish.com	
2016 TX Flooding					

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Newton County, TX 4/7/2016-7/15/2016	**Removed & Disposed:** C&D, white goods (378) **Monitored** by Thompson Consulting	$349,990	37,030	**Olan Bean,** Asst EM Director, 409-658-9241	
2016 Winter Storm					
Essex County, VA (VPPSA) 3/10/2016-4/13/2016	**Removed & Disposed:** vegetation, C&D, stumps (44) **Monitored** by Arcadis / Rostan	$138,739	16,359	**Reese Peck,** County Administrator, 804-445-5528, rpeck@essex-virginia.org **Stephen Geissler,** VPPSA Exec Director, 757-880-3535, sbgeissler@vppsa.org	**Jordan Bryant,** Arcadis Operations Manager, 813-385-7280, jbryant@rostan.com
2016 Tornado					
Rowlett, TX 2/15/2016-4/20/2016	**Removed & Disposed:** vegetation, C&D, white goods (140), e-waste (49); **Monitored** by True North	$680,036	70,738	**Jim Proce,** Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com	**Doug Amato,** True North Project Manager, damato@truenorthem.com
2016 Other Projects					
Corpus Christi, TX 4/21/2016-5/25/2016	**Assisting** City Maintenance with brush removal and disposal	$494,444	68,672	**Gilbert Montoya,** 361-816-8156, gilbertm@cctexas.com	
Glades County, FL 3/14/2016-3/23/2016	**Burn** existing pile of debris	$23,362	11,300	**Angela Snow,** EM Director, 1097 Health Park Dr, Moore Haven, FL 33471, asnow@myglades.com	**Bob Jones**, BJones@myglades.com
Newport News, VA 1/2016-12/2016	**Removed** trees from different locations in the City at various times	$53,756	Lump Sum	**Derrick Porter**, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2015 Tornado					
Friendswood, TX 11/9/2015-11/16/2015	**Removed & Disposed:** vegetation, C&D **Monitored** by Tetra Tech	$140,516	8,782	**Terry Byrd**, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us	**Oliver Yao, Tetra Tech,** Deputy Director of Post Disaster Programs | BDR Division, phone: (321) 441-8507, mobile: (407) 803-2522, Oliver.Yao@tetratech.com
2015 Storms & Flooding					
South Carolina DOT 10/2015-11/2015	**Removed & Disposed:** C&D, white goods (278), e-waste (484 + 13,580 Lbs), HHW (28,000 Lbs) **Counties:** Lexington, Richland **Monitored** by Thompson	$720,217	33,163	**David Cook**, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org	**Danny Gardner**, Thompson Program Manager, 1135 Townpark Ave, Suite 2101, Lake Mary, FL 32746, 407-792-0018, dgardner@thompsoncs.net
2015 Severe Storms / Flooding					
Limestone County, AL 9/2015	**Removed & Disposed:** Waterway debris	$60,860	Lump Sum	**Richard Sanders**, Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov	
2015 Flooding					
Blanco County, TX 6/2015-7/2015	**Removed & Disposed:** vegetation, C&D	$48,033	2,495	**Brett Bray**, Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, cojudge@co.blanco.tx.us	
Republic Services, Corpus Christi, TX 7/2015	**Removed & Disposed:** C&D	$24,392	3,285	**Brian Cornelius,** Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com	
2015 Ice Storm					
Raleigh, NC 3/25/2015-4/6/2015	**Removed & Disposed:** vegetation	$208,740	29,820	**Andrew Martin,** Asst Dir of SW, 630 Beacon Lake Dr, Raleigh, NC 27610, 919-996-6868, Andrew.Martin@raleighnc.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
2015 Other Projects					
Corpus Christi, TX 5/2015 & 7/2015	**Removed & Disposed:** vegetation	$501,795	67,860	**Gilbert Montoya,** 361-816-8156, gilbertm@cctexas.com	
Hitchcock, TX 2/9/2015-2/17/2015	**Grinding** existing debris piles and hauling out mulch to final disposal	$20,441	4,867	**Denise McDaniel,** PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591	
Newport News, VA 4/2015-11/2015	**Removed** trees from different locations in the City at various times	$44,929	Lump Sum	**Derrick Porter**, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
New Jersey Dept. of Environmental Protection 10/2015	**Removed & Disposed:** houses from navigation waterway displaced by nor'easter – non-asbestos C&D **Managed** an offloading site	$219,289	760	**Suzanne U. Dietrick,** NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-06C, 401 East State St, Trenton, NJ 08625, p-609-292-8838 c-609-439-6673, Suzanne.Dietrick@dep.nj.gov	
Orange Beach, AL 4/2015	**Demolition** of Coastal Arts Center & Asbestos & **Abatement** of Children Studio	$24,760	Lump Sum	**Tim Tucker,** ttucker@cityoforangebeach.com	
Orange Beach, AL 4/2015	**Dead fish removal and disposal** from coastal waters & beaches	$22,538	Hourly	**Tony Kennon,** Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com	
Palm Cove HOA, FL 4/2015-5/2015	**Excavation**, cleaning and shaping drainage ditches for proper water flow; **Removal** of a tree; **Construction** of rip rap & rebar diverter controlling flooding	$34,913	Lump Sum	**Jeff Murphy,** President of Palm Cove HOA, jkm@tampabay.rr.com	
Pensacola, FL 5/2015-10/2015	**Emergency Dredging** of Bayou Texar in 16 different locations	$650,850	Lump Sum	**Carl Flowers,** 850-435-1817, CFlowers@cityofpensacola.com	
RBM Contracting Services, LLC 3/2015	**Norman Riley Bridge** approach repair at Blackwater River State Forest near Baker, FL	$24,003	Hourly	**Branch McClendon**, RBM, 15249 Business Hwy 331, Freeport, FL 32439, 850-835-0217, branchmcclendon@gmail.com	
The Nature Conservancy (TNC) Arlington Cove 4/2015-5/2015	**Forestry** mowing and pallet staging	$25,762	Lump Sum	**Judy Haner**, Marine & Freshwater Programs Manager, 251-433-1150 ext 103, jhaner@TNC.org	
2014 Severe Storms, Flooding & Tornados	11 Contracts Activated - 2 DMS Managed for Event	**$3,731,996** Total Event Cost	**310,753** Total Event CY		
AL Dept. of Transportation 12/11/2014-12/17/2014	**Removed & Disposed:** Drift waterway debris in Styx River in Baldwin County, AL	$79,250	834	**Jason Shaw**, Bridge Ops Engineer, SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, shawj@dot.state.al.us	**Brian Aaron,** SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, aaronb@dot.state.al.us
AL DCNR Dept of Conservation & Natural Resources 9/8/2014-10/15/2014	**Removed & Disposed:** Waterway debris, vegetative, C&D in Baldwin County, AL	$500,000	1,801	**Terry Boyd,** Chief of Engineering Section AL DCNR, 64 N Union St, Rm 479, Montgomery, AL 36104, 334-242-3836, Terry.Boyd@dcnr.alabama.gov	**Kirby McCrary**, P.E., Disaster Ops Mgr, Volkert, Inc., 251-406-0166, kirby.mccrary@volkert.com
Baldwin County, AL 5/7/2014-5/17/2014	**Removed & Disposed:** vegetation	$12,897	1,066	**Joey Nunnally,** Preconstruction Mgr, PW Engineer, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567, 251-972-8557, jnunnally@baldwincountyal.gov	**Charles Gruber,** Chairman Baldwin Co Commission, 201 E Section St, Foley, AL 36535, 251-943-5061, cgruber@co.baldwin.al.us
Blount County, AL 5/2014-7/2014	**ACCA Contract: Removed & Disposed:** vegetation, leaners/hangers (954/512), stumps (86), waterway debris (7,285 CY); **Reduced** by grinding	$1,401,613	139,628	**Don Roybal,** County EMA Dir, 220 Second Ave E, Ste 106, Oneonta, AL 35121, 205-625-4121, ema@co.blount.al.us	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
DeKalb County, AL 5/2014-6/2014	**ACCA Contract: Removed & Disposed:** vegetation, leaners/hangers (60), stumps (16)	$295,320	38,616	**Bobby Ridgeway**, EMA Officer, 111 Grand Ave SW Ste 21, Ft Payne, AL 35967, 256-845-8569, bridgeway@dekalbcountyal.us	
Escambia County, FL 5/10/2014-5/16/2014	**Removed & Disposed:** C&D, Compacted C&D	$51,654	5,972	**Pat Johnson,** SW Dir, 13009 Beaulah Rd, Cantonment, FL 32533, 850-937-2164, ptjohnso@co.escambia.fl.us	**Jack Brown,** Co Administrator, 221 Palafox Pl, Ste 420, Pensacola, FL 32502, 850-595-4946, admin@myescambia.com
Limestone County, AL 5/8/2014-7/9/2014 9/8/2015-9/16/2015	**ACCA Contract: Removed & Disposed:** vegetation, leaners/hangers (874/128), stumps (54); **Reduced** by burning **2015 Waterway Contract** for the removal of waterway debris from 7 sites; **Funded** in part by NRCS / EWP	$1,245,103	122,542	**Richard Sanders**, Co Engineer, 310 W. Washington St, Athens, AL 35611, 256-233-6681, richard.sanders@limestonecounty-al.gov	**Sharon Wilson,** Engineering Clerk, 310 W Washington St, Athens, AL 35611, 256-233-6681, sharon.wilson@limestonecounty-al.gov
Orange Beach, AL 5/8/2014-5/12/2014	**Remove** heavy seaweed from 7 miles of beach	$13,071	Hourly	**Tony Kennon,** Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com	**Ken Grimes,** City Administrator
Perdido Beach, AL 5/19/2014-5/27/2014	**Removed & Disposed:** vegetation	$3,742	294	**Patsy Parker,** Mayor, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, mayor@townofperdidobeach.org	**Lynn Thompson,** Town Clerk, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, clerk@townofperdidobeach.org
Walton County, FL 5/1/2014-5/21/2014	**Provided & Operated**: Pumps to remove excess storm water	$129,346	Hourly	**Wilmer Stafford,** PW Dir, 117 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8108, stawilmer@co.walton.fl.us	**Tommy Hinote,** PW Engineer, 97 Montgomery Cir, DeFuniak Springs, FL 32435, 850-892-8108, hintommy@co.walton.fl.us
2014 Ice Storm Ulysses					
Greensboro, NC 3/18/2014–5/13/2014	**Removed & Disposed:** vegetation	$775,739	81,060	**Dale Wyrick, P.E.,** Dir Field Ops, 401 Patton Ave, Greensboro, NC 27406, 336-373-2783, Dale.Wyrick@greensboro-nc.gov	**Chris Marriott**, Deputy Dir Field Ops, PO Box 3136 Greensboro, NC 27402, 336-373-7612, chris.marriott@greensboro-nc.gov
2014 Ice Storm Pax	2 Contracts Activated - 3 DMS Managed for Event	**$5,358,824** Total Event Cost	**277,501** Total Event CY		
Berkeley County Water & Sanitation, SC 2/2014-5/2014	**Removed & Disposed:** vegetation, leaners & hangers (19,102 trees); **Reduced** by grinding	$3,381,880	179,382	**Mark Schlievert,** SW Dir, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2380, mschlievert@bcwsa.com	**Michael Healy, PE**, Atkins Sr Engineer III, EM, 4030 W Boy Scout Blvd, Ste 700, Tampa, FL 33607, C: 813-267-7058, mike.healy@atkinsglobal.com
Dorchester County, SC 2/2014-5/2014	**Removed & Disposed:** vegetation, leaners & hangers (389/10,952); **Reduced** by grinding	$1,976,944	98,119	**Mario Formisano,** EM Dir, 212 Deming Way Ste 3, Summerville, SC 29843, 843-832-0341, mformisano@dorchestercounty.net	**Matthew Halter** (now **Mike Golston** - Interim), PW Dir, 2120 E Main St, Dorchester, SC 29437, 943-832-0070, mgoldston@dorchestercounty.net



E. Current Work Commitments

E. Current Work Commitments
Below is a list of current jobs that are underway:

Job Number	Job Name	Status
18-ESB-015	Mechanical Dredging- Canal - Eastern Shipbuilding	Job In Progress
18-PAN-041	Panama City (City),FL - Hurricane Michael	Job In Progress
18-BCF-042	Bay Co, FL - Hurricane Michael	Job In Progress
19-BAI-006	**Bainbridge (City), GA Hurricane Michael**	**Job Not Started**
19-DEC-006	**Decatur (County), GA Hurricane Michael**	**Job Not Started**

Current Pre-Event Contracts

Client	Duration	Client	Duration	Client	Duration
ALABAMA					
Atmore (City)	2017-2020	Baldwin Co.	2018-2021	Bay Minette (City)	2017-2021
Chatom (Town)	2017-2019	Daphne (City)	2016-2019	Dauphin Island (Town)	2016-2020
Dothan (City)	2016-2019	Fairhope (City)	2018-2021	Gulf Shores (City)	2017-2020
Ono Island (POA)	2018-2021	Orange Beach (City)	2016-2021		
FLORIDA					
Arcadia (City)	2017-2027	Apalachicola (City)	2018-2021	Aventura (City)	2006-2021
Bay County	2016-2021	Bonita Springs (City)	2017-2023	Bradenton Beach (City)	2016-2026
Brevard County	2018-2024	Bunnell (City)	2016-2022	Carrabelle (City)	2018-2021
Casselberry (City)	2017-2023	Charlotte Co. Public Schools	2017-2023	Clay Co	2015-2022
Cocoa Beach (City)	2016-2021	Crestview (City)	2018-2020	Destin (City)	2013-2019
Edgewater (City)	2016-2021	Estero (Village)	2017-2019	Flagler Beach (City)	2015-2022
Flagler Co	2015-2022	Fort Myers Beach (Town)	2018-2023	Fort Myers (City)	2017-2023
Franklin Co	2018-2021	Gainesville (City)	2018-2022	Glades Co.	2015-2020
Grand Haven Comm. Devl. District	2016-2022	Jackson Co.	2015-2020	Jupiter (Town)	2017-2023
Kissimmee (City)	2014-2019	Lakeland (City)	2015-2022	Lauderdale-By-The-Sea (Town)	2018-2026
Lee Co	2017-2023	Levy Co	2017-2024	Lynn Haven (City)	2013-2019
Mexico Beach (City)	2019-2024	Miami Gardens (City)	2018-2020	Mount Dora (City)	2017-2021
Ocoee (City)	2018-2023	Okaloosa Co	2017-2022	Okeechobee Co	2015-2020
Orange Park (Town)	2018-2022	Palm Coast (City)	2017-2022	Panama City (City)	2017-2022
Panama City Beach (City)	2019-2024	Parker (City)	2018-2023	Plant City	2015-2020
Plantation (City)	2017-2027	Polk Co	2015-2020	Punta Gorda (City)	2017-2023
Putnam Co	2018-2020	Sanford (City)	2015-2019	Sanibel (City)	2018-2023
Shalimar (Town)	2017-2022	St. Petersburg (City)	2014-2019	Stuart (City)	2017-2022
Sunrise (City)	2017-2027	Tarpon Springs (City)	2017-2022	Taylor County	2017-2022
Valparaiso (City)	2017-2022	Vero Beach (City)	2017-2022	Washington Co	2016-2019
Wilton Manors (City)	2017-2026				
GEORGIA					
Bainbridge (City)	2018-2021	Garden City	2017-2021	Grady County	2018-2021
Gwinnett County	2018-2023	Liberty Co.	2014-2019	Lowndes Co.	2015-2020
Port Wentworth (City)	2016-2021	Thunderbolt (Town)	2017-2022	Tybee Island (City)	2017-2019
Ware Co.	2016-2019	Wayne Co.	2012-2022		

LOUISIANA					
Calcasieu Parish	2018-2022	Central (City)	2016-2019	Lake Charles (City)	2018-2023
St. Helena Parish	2016-2021	St. James Parish	2017-2022	St. John the Baptist Parish	2013-2021
Sulphur (City)	2018-2023				
MARYLAND					
Cecil Co.	2015-2020	Ocean City (Town)	2016-2020	Talbot Co.	2017-2020
MISSISSIPPI					
Biloxi (City)	2014-2019	D'Iberville (City)	2017-2019	Gulfport (City)	2017-2021
Harrison Co.	2015-2020	Pascagoula (City)	2017-2019		
NEW JERSEY					
State of New Jersey	2015-2019				
NORTH CAROLINA					
Ahoskie (Town)	2018-2022	Brunswick Co.	2016-2021	Calabash (Town)	2017-2019
Charlotte (City)	2012-2019	Chatham County	2018-2024	Chowan Co.	2015-2020
Duck (Town)	2016-2021	Duplin Co.	2015-2020	Fayetteville (City)	2018-2024
Jacksonville (City)	2016-2023	Nags Head (Town)	2016-2021	Nash County	2018-2024
North Topsail Beach (Town)	2017-2022	Onslow Co.	2016-2021	Raleigh (City)	2016-2021
Robersonville (Town)	2018-2022	Rocky Mount (City)	2012-2019	Rose Hill (Town)	2016-2020
Southern Shores (Town)	2016-2021	Swansboro (Town)	2016-2023		
SOUTH CAROLINA					
Dorchester Co.	2016-2021	Greenville (City)	2015-2020	Hilton Head Island (Town)	2014-2019
Hilton Head Plantation Owners Association	2010-2025	Long Cove Club Owners Assoc.	2010-2025	Mariner's Point Owners Assoc.	2010-2025
Marriott Resort Hospitality Corp.	2011-2026	Marsh Side Owners Assoc.	2015-2025	Palmetto Dunes Property Owners Assoc.	2011-2026
Palmetto Hall Property Owners Assoc.	2016-2031	Sea Pines County Club	2011-2026	Sea Pines Plantation Comm. Services Assoc.	2010-2025
Sea Pines Resort	2012-2025	Spartanburg Co.	2017-2022	Spring Island Property Owners Assoc.	2011-2026
Sun City Hilton Head Community Asoc.	2011-2026	Wexford Plantation	2011-2026	Windmill Harbour Assoc.	2011-2026
TENNESSEE					
Davidson Co.	2016-2021	Knox Co.	2014-2019	Nashville Co.	2016-2021
TEXAS					
Alvin (City)	2011-2021	Aransas Co.	2016-2021	Baytown (City)	2017-2020
Bayou Vista (City)	2018-2023	Bell Co.	2017-2022	Clute (City)	2017-2022
Corpus Christi (City)	2018-2021	Deer Park (City)	2016-2019	DeSoto Co.	2016-2021
Dickinson (City)	2019-2022	El Campo (City)	2014-2024	Friendswood (City)	2018-2022
Galveston Co.	2017-2022	Jasper Co.	2016-2023	Jones Creek (Village)	2012-2022
Lake Jackson (City)	2017-2022	League City	2018-2022	Liberty Co.	2017-2022
Montgomery Co.	2017-2023	Nassau Bay (City)	2010-2020	Newton Co.	2016-2021
Nueces Co.	2016-2021	Port Arthur (City)	2018-2019	Richardson (City)	2016-2026
Rowlett (City)	2016-2021	Sugar Land (City)	2018-2021	Tarrant County	2018-2021
Trinity Bay Conservation District	2018-2023	University Park (City)	2016-2021	Webster (City)	2015-2025
VIRGINIA					
Commonwealth of Virginia (Pre-Qualified)	2015-2020	Hampton Roads Sanitation Dist.	2018-2023	James City Co (2 contracts)	2013-2019
Newport News (City)	2018-2023	VPPSA Pre-Qualified Contractor	2018-2023		
WASHINGTON					
Seattle (City)	2012-2019				

F. Availability

F. Availability

Contract Management - Ability to Handle Multiple Contracts

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

> **"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional. They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their' projects and the close-out process was smooth and submitted promptly."**
>
> ***Cathie Lewis, Public Works Director***
> ***Town of Fort Myers Beach, FL***

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster.

Over 98% of the 403 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS

Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Approx. CY	Invoice Amt
2018	*Hurricane Michael*	24	10	10,000,000+	$148,720,492+
2018	*Hurricane Florence*	10	18	1,533,575+	$28,384,783+
2017	*Hurricane Nate*	1	3	110,000 CY	$1,549,118
2017	*Hurricane Irma*	91	64	11,850,445 CY	$180,937,263
2017	*Hurricane Harvey*	15	27	6,371,922 CY	$86,676,080
2016	*Hurricane Matthew*	32	39	5,675,560 CY	$82,267,725
2016	*Hurricane Hermine (2 Activations)*	3	2	401,366 CY	$9,080,715
2016	*Severe Storms, (Ice, Flood & Tornados)*	1	12	648,612 CY	$9,153,193
2015	*Severe Storms, (Ice, Flood & Tornados)*	0	15	109,578 CY	$2,311,844
2014	*Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornados)*	5	14	669,314 CY	$9,866,559
2012	*Sandy*	1	4	727,194 CY	$57,805,734
2012	*Isaac*	3	9	245,799 CY	$2,821,936
2011	*Irene*	13	31	1,673,821 CY	$14,754,641
2008	*Ike*	27	36	16,933,904 CY	$178,318,425
2005	*Dennis, Katrina, Rita, and Wilma*	41	67	19,441,656 CY	$279,764,959
2004	*Charley, Frances, Ivan, Jeanne*	61	36	16,800,678 CY	$292,426,233
2003	*Isabel*	19	16	5,447,815 CY	$66,344,733

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

Past Experience

For all activations, CrowderGulf Management teams have been led by experienced and knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal.

The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2018 Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force-winds extended more than 320 miles from the center, devastating the entire region.

CrowderGulf holds many pre-event contracts within the area so our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storms passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations. From October 12-January 12, 2019, CrowderGulf has removed, processed, reduced and disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities. More than 83,000 hazardous trees have had falling hangers and leaners, to date and those limbs were cut to restore safe passage. Ongoing CrowderGulf operations in within the State of Florida will also include the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous stumps, demolition of structures and Private Property Debris Removal (PPDR).

2018 Hurricane Florence

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall accumulations which caused flooding not only to the large stretch of coastline but also created widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 debris management sites. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-reseeding floodwaters causing the closure of many roads and isolating communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters. The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide the debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites. While contracts such as this one can present special challenges, so does the addition of another land falling hurricane.

Rising to the Challenge - During the Florence activation, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts. During the 2017 Hurricane season, CrowderGulf experienced the same scenario involving multiple contract activations which led our team to revisit and revise our level of response. Following our 2017 - 18 activation assessment, CrowderGulf worked diligently to enhance our program. We provided additional training to project managers and team members across seven states, solidified relationships with subcontract resources nationwide and revised plans and procedures for faster response to our clients and improved documentation protocols.

During the 2018 activation, our company stood strong and we were ready. We provided each contract activation with an experienced project management team that remained with the assignment from start until finished. We provided each client with the needed assets, both personnel and equipment to successfully meet all contractual obligations within the specified time to include safety, quality assurance and documentation personnel.

CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida, **we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. We responded to our Florida clients with full resources and had damage assessment **personnel on the ground within two hours of the storms passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.**

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast and two weeks later Hurricane Irma impacted the Florida Keys and stretched all the way to South and North Carolina.

In Texas, CrowderGulf had 27 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to accommodate 64 clients in Florida. While the usual initial chaos and stress for everyone after a disaster was present, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were finished

Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 Hurricane in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** of debris being removed from ROW or ROE.

Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance. In response, CrowderGulf had 65 contract activations and managed 92 DMS in Florida while simultaneously managing 26 contract activations that occurred in August in the State of Texas, following Hurricane Harvey. Clean up included the removal of over **7 MILLION CUBIC YARDS** of debris and resulting in costs of over **100 MILLION DOLLARS**.

> **"I would like to thank you and your staff for the outstanding service provided to the County in 2017 due to Hurricane Irma"**
>
> ***Russell A. Rowland, Assistant to County Administrator, Okeechobee County***

2017 Hurricane Harvey & Irma Projects and Tasks												
91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 182,460 cubic yards of vegetative storm debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed in Liberty County. During our kick-off meeting, CrowderGulf was made aware the County elected to participate in the Public Assistance Pilot Program for expedited debris removal. CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30 day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the **Pilot Program successful** for the County. The total project cost for Liberty County was $1,736,692.

In Chatham County, the municipalities of Port Wentworth, Thunderbolt and Garden City activated their pre-event contracts with CrowderGulf. Port Wentworth recovered over 6,282 cubic yards of vegetative debris and removed 952 leaners and hangers while Garden City had 33,580 cubic yards of debris removed. Thunderbolt recovered 9,896 cubic yards of vegetative debris. All three municipalities reduced their debris by mulching/chipping. Three Georgia contracts were monitored by Tetra Tech and one was monitored by Witt O'Briens. All were completed in less than 90 days. The total project cost for Port Wentworth was approximately $84,000, Thunderbolt was approximately $108,700 and Garden City totaled $365,490.

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from Counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1,695,743 cubic yards of debris and managed 13 debris management site locations. CrowderGulf forces were tasked with the removal of vegetative debris, C&D, leaners, hangers and stumps, and collection and disposal of white goods. Reduction was performed by burning, grinding and mulching debris. Additional contract activations where received by the Florida Department of Environmental Protection (FDEP) in Duval, Clay, St John's, Brevard, Volusia and Nassau Counties for Waterway Debris Removal. Costs for the recovery efforts in Florida were $30,358,208.

South Carolina - CrowderGulf was activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel screen plus an additional 300+ personnel to assist with the HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site locations. CrowderGulf removed, reduced and disposed 2,989,342 cubic yards of vegetative debris and removed 42,058 hangers 5,301 leaners and 10,693 Cubic Yards of C&D material and managed 2 debris management site locations on the island for a total project cost of $33,693,545.

Having worked in 2015 for the SCDOT to recover Richland and Lexington Counties from severe flooding, CrowderGulf was once again activated to aid Darlington, Florence and Sumter Counties with Hurricane Matthew debris removal. The SCDOT tasked CrowderGulf with removing debris on the right of way and hazardous leaners, hangers and stumps. CrowderGulf was responsibile for debris removal from the follwoing roads throughout the Counties:

State Maintained Roads	County Maintained Roads	City Maintained Roads
Darlington County	Florence County	City of Sumter
Florence County	Sumter County	
Sumter County		

CrowderGulf quickly mobilized forces and hired local companies to begin the debris removal. CrowderGulf set up 7 Debris Managemnt Sites and reduced the debris by grinding. All of the mulch from reduction by grinding was hauled to mulch recycling facilities and papermills in the areas. None of the debris was hauled to any landfill which resulted in significant cost saving to the SCDOT from not paying landfill tipping fees. Overall, CrowderGulf removed and reduced over 500,000 cubic yards of debris in less than 90 days.

2016 Hurricane Matthew Projects and Tasks											
39 Total Clients	Number of Clients in 2016 Hurricane Matthew Utilizing Task										
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects
$82,267,725	8	33	3	24	33	12	6	2	18	1	5

2016 Floods & Storms

Texas Tornado – Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our fist activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management. CrowderGulf also worked with the monitoring firm True North during this project. The total cost of this project was $680,036.

Ice Storms – Late January, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris was collected, transported and disposed from the ROW in Essex County, VA due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA) and the monitoring firm Rostan Solutions (aka Arcadis). The total cost of this project was $138,739.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in March. CrowderGulf was activated by St. John the Baptist Parish and Ouachita Parish. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery. The Parish requested that CrowderGulf only provide portable showers and restrooms for the volunteers and citizens.

Ouachita Parish, LA activated CrowderGulf at the end of March. After 53 days, CrowderGulf had removed and disposed of over 32,000 cubic yards of debris, 18 white goods, 105 Tires and 370 pieces of e-waste. In some areas, water had to recede before hauling could begin. The project total cost was $397,774.

Second Round of Storms in Texas – In March, Texas received another round of storms, tornados and flooding (FEMA-4266-DR-TX). CrowderGulf was activated by Montgomery County, Newton County and Waller County.

Montgomery County tasked CrowderGulf with removing and disposing of vegetative debris and C&D debris. Just over 19,000 cubic yards of debris was removed in 21 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was $288,408.

Newton County Activated CrowderGulf near the beginning of April. Newton County was experiencing flooding and CrowderGulf was tasked with the removal and disposal of over 37,000 cubic yards of C&D debris. There were also 418 pieces of white goods removed and disposed of during the project. CrowderGulf has worked with their monitoring firm, Thompson consulting on the project. The total cost for this project was $349,990.

Waller County was also affected by the storms with flooding and straight lined winds. CrowderGulf was activated to remove a small amount of vegetative and C&D debris. Just over 1,000 cubic yards of debris was removed and disposed of in 7 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was $19,674.

Third Round of Storms in Texas – In April another round of severe storms and flooding hit Texas (FEMA-4269-DR-TX). CrowderGulf was once again activated in Montgomery and Waller Counties. CrowderGulf worked in these counties with the same tasks as with the previous storm.

Montgomery County accumulated an additional 39,079 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was $520,549.

Waller County accumulated an additional 1,183 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was $18,402.

CrowderGulf was also activated in Brazoria County, TX. To date, CrowderGulf has removed approximately 19,202 cubic yards of C&D debris. The debris is being hauled to a final disposal facility and is being monitored by Tetra Tech. The cost of the project so far is estimated at $301,984.

Along with the other Texas Counties, the contract for debris removal services has also been activated by the Texas General Land Office for the cleanup efforts on 20 miles of Brazoria County's beaches. CrowderGulf worked closely with their monitoring firm, Tetra Tech, on this project with over 6,000 cubic yards of vegetative debris being removed and disposed. The total cost of this project was $397,252.

In August, Louisiana experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in Central, LA in East Baton Rouge Parish. Among the debris hauled were C&D and HHW. CrowderGulf worked closely with the City's debris monitor, Debris Tech who is using their ADMS system. The final project total was: $5,486,871 and our team removed and disposed of 324,951 cubic yards.

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

Texas Flooding - In June of 2015, CrowderGulf was activated by Blanco County for debris removal operations after severe storms came through the County. Vegetative and C&D debris was collected and hauled directly to a landfill.

South Carolina Flooding - In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

Texas Tornados - In November of 2015, the City of Friendswood, TX experienced damages from a tornado that devastated several neighborhoods. CrowderGulf responded quickly to remove and dispose of the 8,700 cubic yards of debris.

2015 Storms Projects and Tasks								
15 Total Clients	**Number of Clients in 2015 Storms Utilizing Task**							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ Ewaste	HHW	Wet Debris	Sand/ Beach Work	Special Projects
$2,727,109	**9**	**1**	**12**	**1**	**1**	**5**	**1**	**8**

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornados across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February, 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.

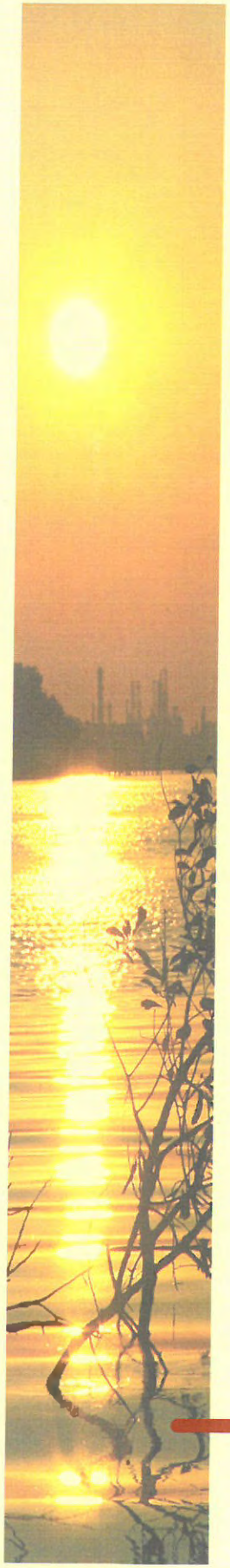
In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.

The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately **45** days and **13,510** tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).

2014 Storms Projects and Tasks										
13 Total Clients	Number of Clients in 2014 Storms Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
$9,866,559	9	5	10	1	3	5	3	2	1	1

CROWDER GULF



G. Insurance / Financial Capability

G. Insurance / Financial Capability

Financial strength is one of the most important aspects for the City of Destin to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

John Ramsay, President and Director of Operations, has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	**$ 500,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 80,000,000**

Bonding
Sterling Seacrest Partners
Mr. Jim Congelio
13112 Telecom Drive
Tampa, FL 33637
813-498-1183

Insurance
Point Clear (Gray Insurance)
Robby Farmer
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

See "Bank and Bonding Reference Letters" attached.
Audited Financial Statements can be provided upon request.

Insurance - CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification attached.*

Equal Opportunity Employer - CrowderGulf is an ***Equal Opportunity Employer***. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place - CrowderGulf is a participant in the ***National Drug Free Work Place Program***. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

H. Florida License & Addendum Acknowledgement

I.–O. Required Documents – Attachments 1-8

REGIONS

January 10, 2019

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC, and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of $75,000,000.00.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

SterlingSeacrest
PARTNERS

January 3, 2019

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf Joint Venture, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for you project needs.

Travelers Casualty and Surety Company of America has a A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. with single bond limits up to $250,000,000 and an aggregate program of $500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

James C. Congelio

No. 14_REVISED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 6/26/2018

PRODUCER

Point Clear Insurance Services LLC
368 COMMERCIAL PARK DRIVE
FAIRHOPE, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A THE GRAY INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY OWNER'S & CONTRACTOR'S PROT	XSGL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE	Unlimited
					PRODUCTS – COMP/OP AGG	$3,000,000.00
					PERSONAL & ADV INJURY	$1,000,000.00
					EACH OCCURRENCE	$1,000,000.00
					FIRE DAMAGE (Any one fire)	$50,000.00
					MED EXP (Any one person)	$5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075300	9/1/2017	7/1/2020	COMBINED SINGLE LIMIT	$1,000,000.00
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT	
					OTHER THAN AUTO ONLY EACH ACCIDENT	
					AGGREGATE	
A	**EXCESS LIABILTY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043383	7/1/2018	7/1/2019	EACH OCCURRENCE	$4,000,000.00
					AGGREGATE	$4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE. X INCL ☐ EXCL	GWC-071021-FL2	7/1/2018	7/1/2019	X WC STATUTORY LIMITS ☐ OTHER	
					EL EACH ACCIDENT	$1,000,000.00
					EL DISEASE – POLICY LIMIT	$1,000,000.00
					EL DISEASE – EA EMPLOYEE	$1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDER

2523#14_REVISED

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

THE GRAY INSURANCE COMPANY

GCF 00 50 01 01 12

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO

E-Verify
Employment Eligibility Verification

Welcome Kelley James | User ID KJAM1888 | Last Login 12:27 PM - 11/11/2010 | Log Out

Home
My Cases
New Case
View Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name:	CrowderGulf Joint Venture.	View / Edit
Company ID Number:	312220	
Doing Business As (DBA) Name:		
DUNS Number:		

Physical Location:		Mailing Address:
Address 1:	5435 Business Parkway	Address 1:
Address 2:		Address 2:
City:	Theodore	City:
State:	AL	State:
Zip Code:	36582	Zip Code:
County:	MOBILE	

Additional Information:

Employer Identification Number: 10826019
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES [View / Edit]

Total Hiring Sites: 1 [View / Edit]

Total Points of Contact: 3 [View / Edit]

H.–O. Required Documents

- *License & Addendum Acknowledgement*
- *Attachment 2 – Cost of Scope of Services*
- *Attachment 3 – Hourly Rate Sheet*
- *Attachment 4 – Right-of Entry Form*
- *Attachment 5 – Stump Removal Request Form*
- *Attachment 6 – Health & Safety Hazard Form*
- *Attachment 7 – Public Entity Crimes Certification*
- *Attachment 8 – Drug Free Workplace*

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1522633 ISSUED: 06/04/2018
GENERAL CONTRACTOR
SMALLWOOD, WESLEY BRIAN
CROWDER-GULF JOINT VENTURE, INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

SMALLWOOD, WESLEY BRIAN

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PKWY
THEODORE AL 36582

LICENSE NUMBER: CGC1522633
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2019

Secretary of State

Tracking Number: 8428571045CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

June 12, 2018

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it 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.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

You 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 your 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 your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

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,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

AA:cj

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

August 14, 2017

Wesley Smallwood,
Crowder-Gulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
Email: jramsay@crowdergulf.com

RE: Pre-Qualification Package

Hello:

The pre-qualification as of August 14, 2017 for **Crowder-Gulf Joint Venture, Inc.**, is hereby acknowledged. This pre-qualification approves your firm to bid on the Florida Department of Environmental Protection's Bureau of Design and Construction projects requiring your State licenses until August 31, 2018

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

Mae Roth, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 – Office

ADDENDUM #1

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (BID) NO. 19-04-PS
DISASTER RECOVERY SERVICES
MAY 14, 2019

This addendum forms a part of the Contract Documents and modifies the original Bid specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. 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. Clarifications for questions below:

Addendum 1 attachment replaces, in its entirety, the previous RFB document.

Clarification:

1. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass-through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

Tipping fees are addressed on page 13 of Attachment 2.

2. Page 3 Section III Bid Requirements Item K states each bid shall contain an hourly rate sheet (attachment #3). Attachment #3 found on page 14 is a certification of Finding of Immediate Health of Safety Hazard. Does the City have a price sheet or is the Contractor to provide our own Pricing sheet?

Hourly Rate Sheet is in Attachment 3, page 15

3. Will the city accept unit rates for debris removal work and hourly rates for the initial Push?

Costs for Scope of Services are addressed on page 13 & 14 of Attachment 2.

Opening Date: Thursday, June 6, 2019 2:00 P.M. CT

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

John Ramsay
Print Name

Signature

06/03/2019
Date

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
AGREEMENT FOR DISASTER RECOVERY SERVICES
ATTACHMENT 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY-not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may, reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property
The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets.

The CONTRACTOR shall receive $ 12.95 Note 1 per cubic yard of material from public property that is gathered, picked up, hauled and processed by the CONTRACTOR. For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive $ 4.25 Note 2 per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Okaloosa County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, page 4; Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph.

Note 1: Based on hauling debris to DMS site and on incoming yardage.
Note 2: Based on 30 mile haul distance. For miles over 30 please add $0.14 / Cubic Yard / Per Mile.

Disposal / Tipping Fees will be a pass through Cost to Client at no additional mark up.

Measurement and Payment for Emergency Road Clearance, Demolition, Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to-the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

Hazardous Stumps (Removal Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

Diameter	Price
Less than 6 inches	$ 60.00 per stump
6 to 12 inches	$ 150.00 per stump
13 to 24 inches	$ 225.00 per stump
25 to 48 inches	$ 325.00 per stump
Greater than 48-inch diameter	$ 400.00 per stump

The CONTRACTOR shall invoice the CITY $ 18.00 per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

Sand Screening

The CONTRACTOR shall invoice the CITY $ 13.25 per cubic yard of sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above *for Debris Removal from Public Property*.

Please note that we have also provided additional pricing/rates for hazardous tree removal.

COSTS FOR SCOPE OF SERVICES PART TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

Leaners and Hangers will be piled on the ROW and will be hauled under the first item in the above bid schedule:

Removal of hazardous hanging limbs > than 2 inches	$95.00	Per Tree
Removal of hazardous standing trees 6"-12" in diameter	$40.00	Each
Removal of hazardous standing trees 13"-24" in diameter	$95.00	Each
Removal of hazardous standing trees 25"-36" in diameter	$180.00	Each
Removal of hazardous standing trees 37"-48" in diameter	$270.00	Each
Removal of hazardous standing trees > 48" in diameter	$350.00	Each

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
HOURLY RATE SHEET
ATTACHMENT 3

Hourly rates to be applied to Services as referenced in the RFB's Scope of Work

General Equipment Description (or equivalent)	Unit	Unit Price
Rubber Tired Excavator with debris grapple	Hour	$ 190.00
216 Prentiss Knuckleboom Loader	Hour	$ 110.00
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	$ 180.00
John Deere 544, or equivalent, with debris grapple	Hour	$ 170.00
2-3 cu. yd. Articulated Loader with bucket	Hour	$ 170.00
753 Bobcat Loader with debris grapple	Hour	$ 125.00
John Deere 648-E Skidder	Hour	$ 95.00
D-6 Dozer	Hour	$ 100.00
Farm Tractor with box blade	Hour	$ 55.00
30 Ton, or larger, Crane	Hour	$ 175.00
Track-Hoe, John Deere 690	Hour	$ 120.00
Rubber Tired Backhoe, JD 310 with bucket & hoe	Hour	$ 70.00
50' Bucket Truck	Hour	$ 110.00
Trailer Dump Truck, 50-60 Cu. Yd.	Hour	$ 90.00
Tandem Dump Truck, 14-18 Cu Yd.	Hour	$ 60.00
Equipment Transports	Hour	$ 135.00
Supply Truck	Hour	$ 50.00
Service Truck	Hour	$ 50.00

Note: All above prices include operator. Depending on the severity of the disaster, some or all of the above equipment will be required. CONTRACTOR will ensure sufficient numbers or each type of listed equipment are available to meet the needs for a particular disaster.

Personnel Description	Unit	Unit Price
Climber with gear	Hour	$ 125.00
Superintendent with truck, phone & radio	Hour	$ 55.00
Foreman with truck	Hour	$ 50.00
Inspector with vehicle, phone & radio	Hour	$ 40.00
Saw Hand with chainsaw	Hour	$ 38.00
Survey personnel with vehicle	Hour	$ 48.00
Laborers & Flagmen	Hour	$ 36.00

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cu Yd	$ 18.00

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
RIGHT OF ENTRY AGREEMENT FORM
ATTACHMENT #4

I/We_____, the owner(s) of the property commonly defined

as _____ and more particularly described as _____

_____do hereby grant and give freely and without coercion, to the City of Destin of Okaloosa County, the State of Florida, and the Federal Emergency Management Agency ,(FEMA), its officials, employees, agents, contractors, and subcontractors the right of access to the above described property for the purpose of removing and clearing any or all tree stumps caused by FEMA, State OR City - declared disaster deemed a safety hazard or health threat by City Code Enforcement or Building Department from the above described property.

It is fully understood this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Destin, Okaloosa County, the State of Florida and the Federal Emergency Management Agency (FEMA), its agencies, departments, officials, employees, contractors, and subcontractors for damage of any type either to the above described property or persons situated thereon and hereby release, discharge and waive any claim or action, legal or equitable, against the City of Destin of Okaloosa County, its agencies, departments, officials, employees, contractors and subcontractors which may occur from any activities on the above described property. I/We have marked storm damage utility lines located on above described property.

I/We (have _____, have not _____) (will _____, will not _____) receive compensation for debris and/or tree stump removal from any other source including SEA, ASCS, private insurance, individual family grant program or any other public assistance program for the express purpose of removing debris and/or tree stumps in the above described property. I/We will report for this property to the City of Destin of Okaloosa County any insurance settlements paid or expected to me or my family for debris and/or tree stump removal. I/We are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to the fine not to exceed $10,000 or imprisonment not to exceed one year, or both. For the consideration and purposes set forth herein, I hereby set my hand this

_____day of _____, 2019.

CrowderGulf will complete this form as required by the City of Destin after contract award and at actual activation of the contract.

_____
Owner

_____
Owner

_____
Phone

_____
Address

Sworn to and ascribed before me as witness this _ day of _____, 20____.

_____
Print Name Title

_____
Signature

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DEBRIS AND TREE STUMP REMOVAL REQUEST FORM
ATTACHMENT #5

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

INSPECTION

Inspection Date: _____ Inspection Time: _____

Inspector's Name: _____ Total Number of Hazardous Trees: _____

Diagram: Show location of home, all trees down, trees/stumps posing a health/safety hazard, for removal.

CrowderGulf will complete this form as required by the City of Destin after contract award and at actual activation of the contract.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
FINDING OF IMMEDIATE HEALTH OR SAFETY HAZARD
ATTACHMENT #6

The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following factors:

- Fire hazard
- Impediment to emergency access
- Public health hazard due to rotting debris, dead animals, or breeding of flies and mosquitoes
- Pine beetle infestation
- Other health or safety hazard

_____

_____

This the _____ day of _____, 20_____.

_____

Authorized Agent or Employee of the City of Destin FL

CrowderGulf will complete this form as required by the City of Destin after contract award and at actual activation of the contract.

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
PUBLIC ENTITY CRIMES CERTIFICATION
ATTACHMENT #7

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 or Contract:
RFB 19-04-PS Disaster Recovery Services Contract

2. This sworn statement is submitted CrowderGulf Joint Venture, Inc. whose business address is:
5435 Business Parkway Theodore, AL 36582

and (if applicable) Federal Employer Identification Number (FEIN) is 01-0626019 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John Ramsay and my relationship to the entity named above is President & CEO

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:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 n 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.)

_____
(Signature)

Date: 06/03/2019

STATE OF FLORIDA
COUNTY OF Mobile

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 3rd day of June, 2019, and is personally known to me, or has provided _____ as identification.

My Commission expires: 09/14/2022

_____
Notary Public

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT #8

The below signed Bidder 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 apropos sale 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: CrowderGulf Joint Venture, Inc.

ADDRESS: 5435 Business Parkway

CITY: Theodore STATE: AL ZIP CODE: 36582

TELEPHONE NUMBER: 800-992-6207

SIGNATURE: John Ramsay DATE: 06/03/2019

NAME (TYPED OR PRINTED): John Ramsay

TITLE: President & CEO

CROWDER GULF

Debris Management Plan

City of Destin, FL

RFP No. 19-04-PS Disaster Recovery Services

❖ Debris Management Plan

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Destin. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48-72 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City of Destin. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City of Destin personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Destin will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Destin needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our Website @ www.crowdergulf.com for more information and watch our Videos Online.

Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for the City of Destin. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations *(action items that are set in motion by an event)*

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions

(support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations

The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations,** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➢ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Destin. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.

The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Destin's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 24-48 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability,** in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines

CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

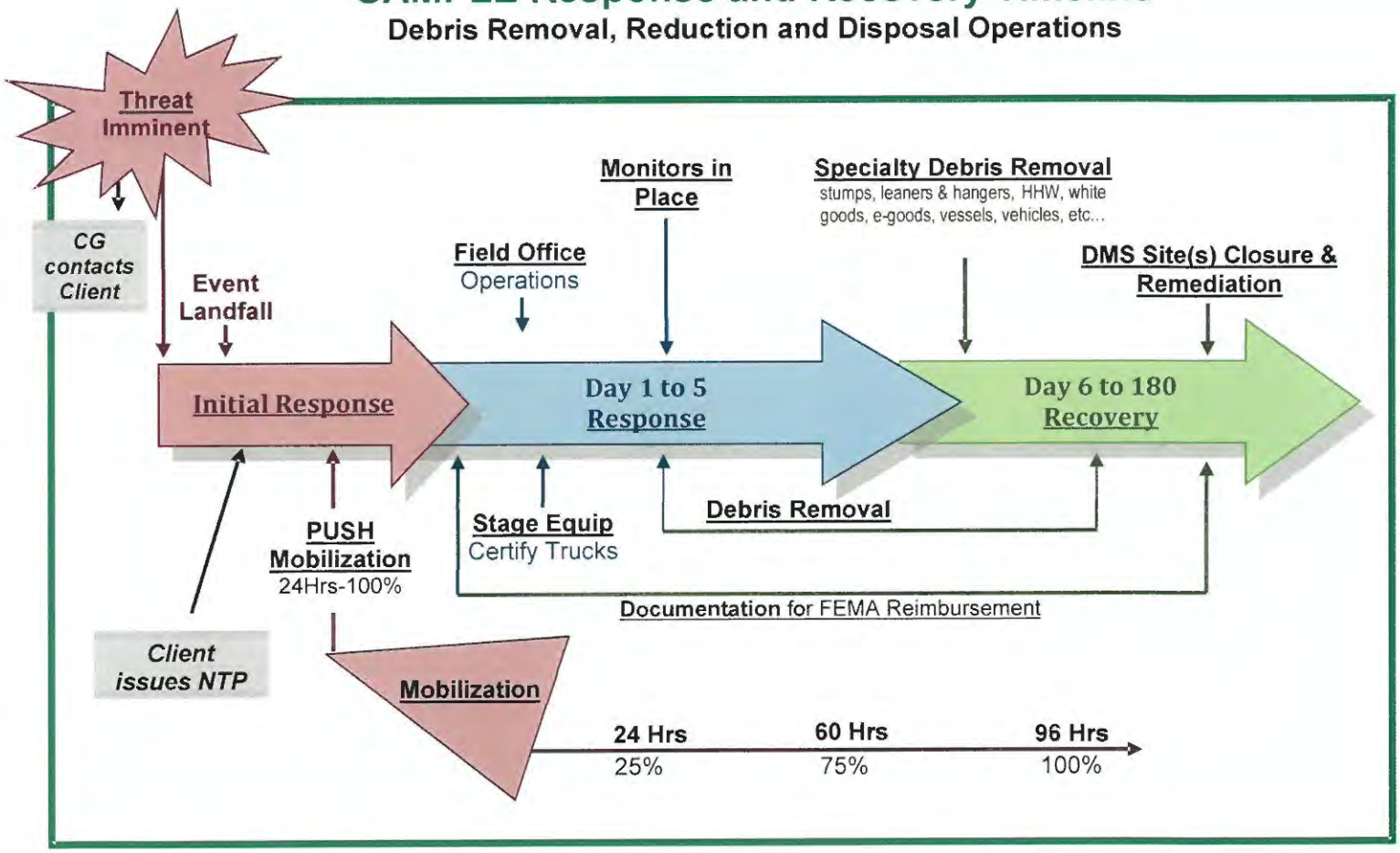
Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72-96 hours prior to a predicted disaster event.

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, **if requested**.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➢ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate life saving actions within the disaster area and/or pose an immediate threat to public health and safety.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.
During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. These "clearing crews" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

"Perhaps most noteworthy of the CrowderGulf team was the selfless partnership they exhibited. While it was anticipated that a contractor would seek to profit from work opportunities, there were multiple occasions when the CrowderGulf team chose not to take advantage of the City and instead openly expressed that it would not be in the City's financial best interest to take certain measures that would have actually benefited CrowderGulf. It was this cooperative attitude that convinced us that the City of Newport News had made the right decision to make CrowderGulf our debris recovery management company of choice."

Ralph Caldwell, Public Works Assistant Director Newport News, VA

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers

All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the City transitions to the recovery operations.

➢ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Destin.

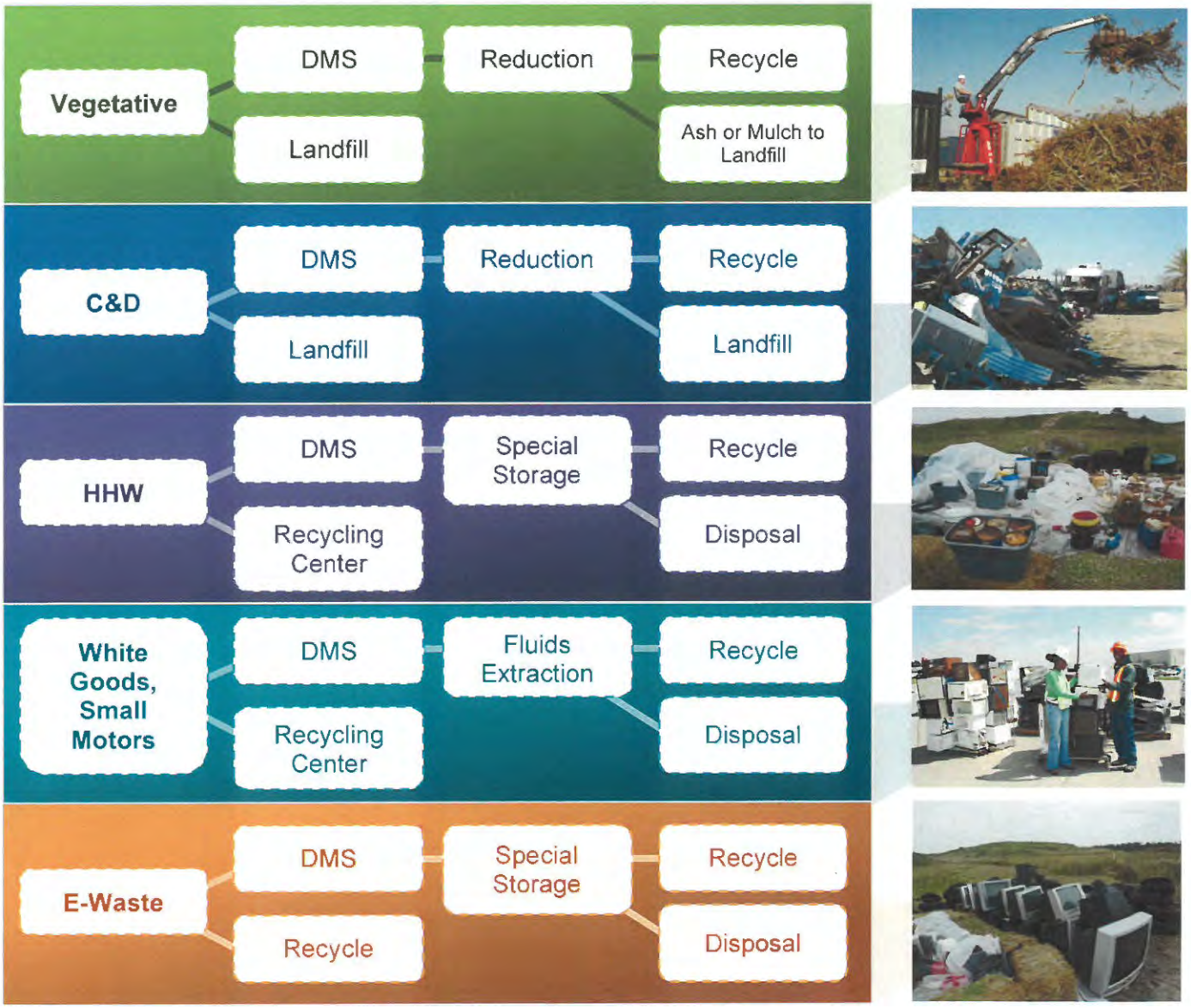
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Destin will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Destin in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean As You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.

Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air compressors
- Welding equipment
- Boom cranes
- Tommy-gates
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts

Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Several sets of various size tires
- Large air compressors
- Welders
- Lift gates
- Hoses
- Fittings
- Hydraulic lines
- Hydraulic hose crimping machines
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts

Mobile Repair Shop

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.
When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: *Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan.**

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Destin to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

> **"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."**
>
> ***Citizen, High Island, TX***

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms "***Temporary Debris Separation and Reduction Site***" and the term "***Debris Management Site***" **(DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Destin to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

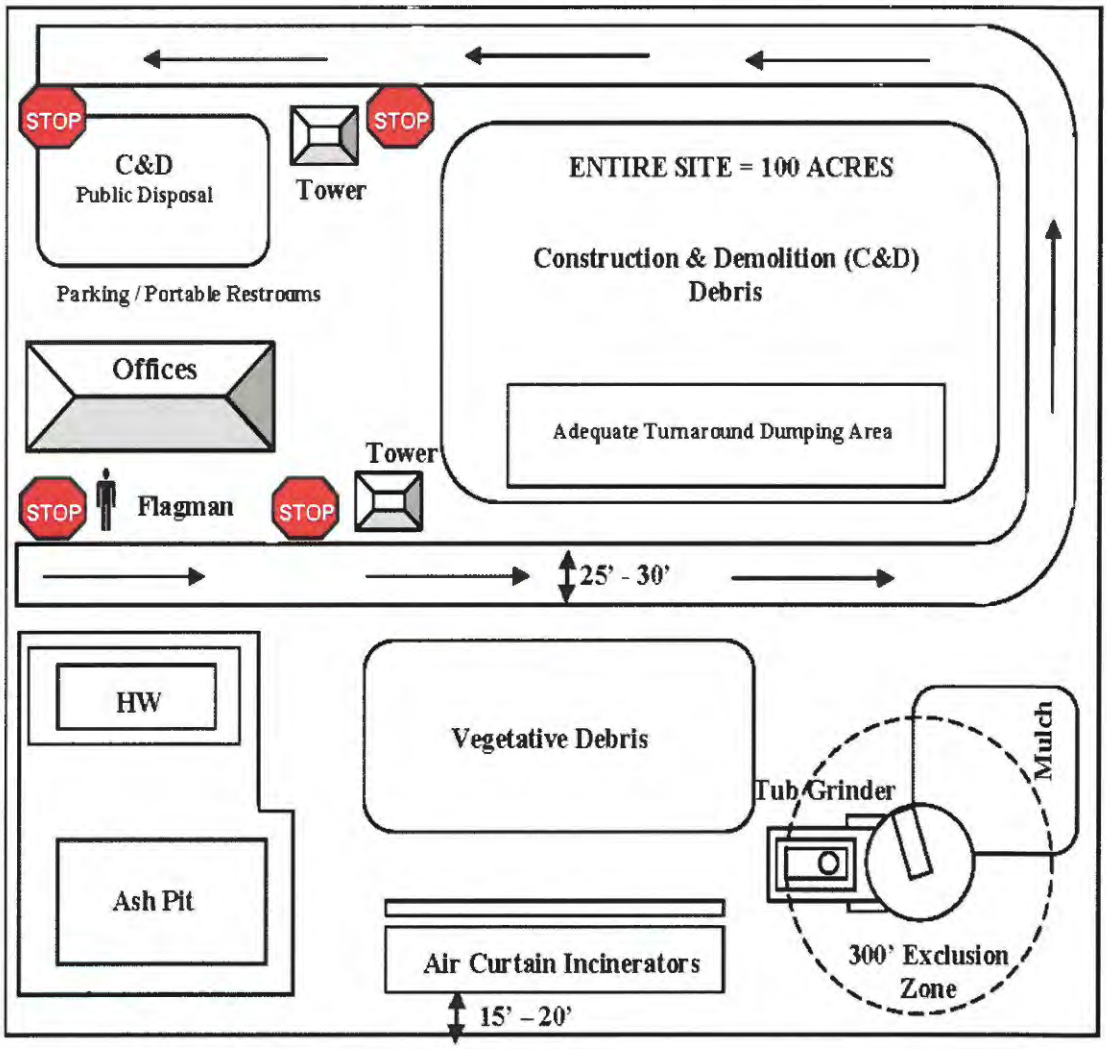
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Destin, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

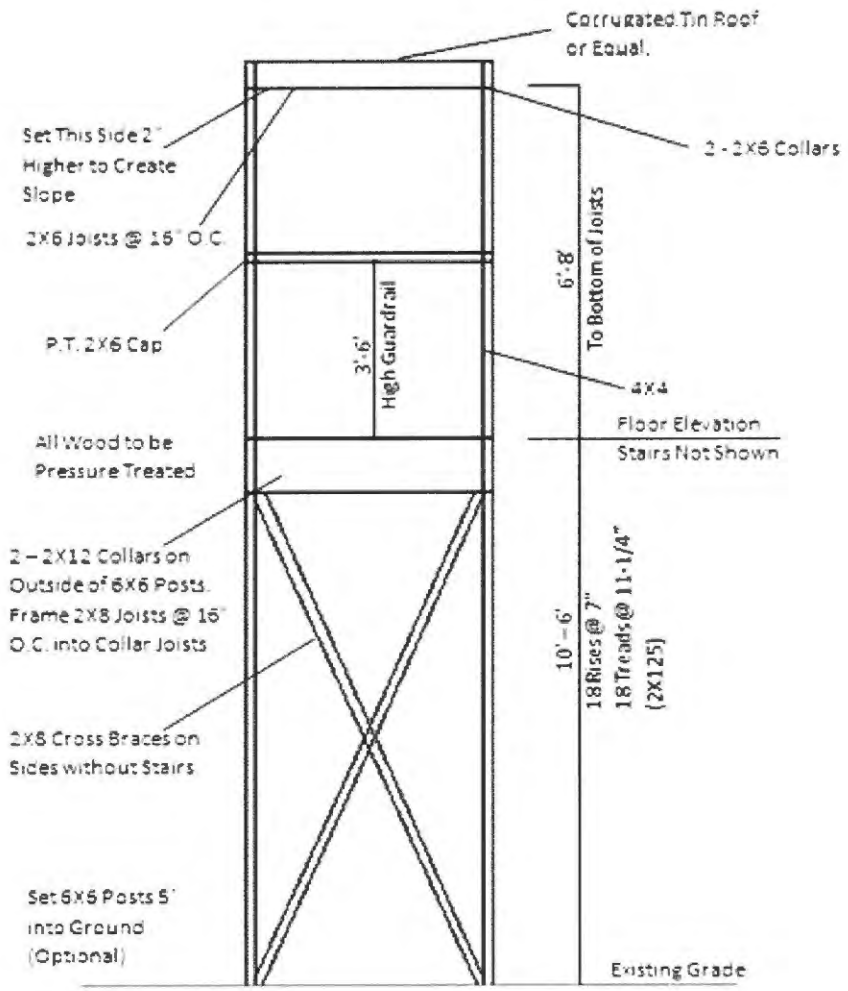


Inspection Towers

At no cost to the City of Destin, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower

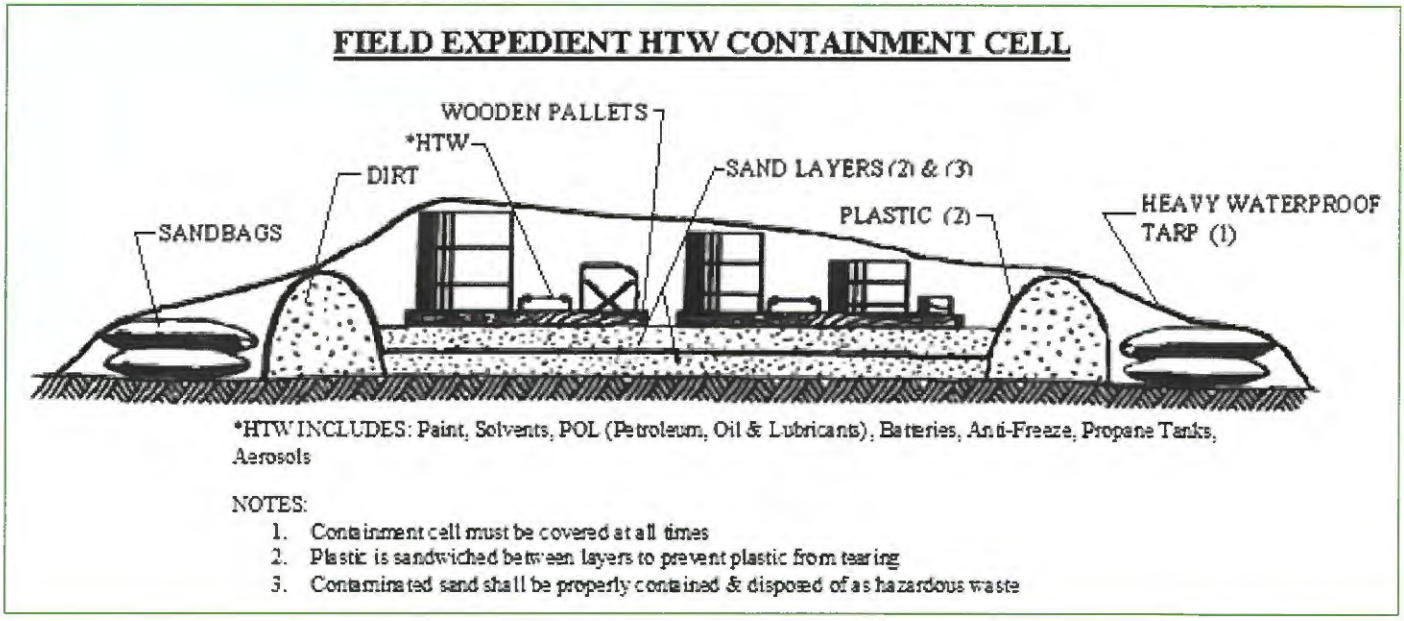


Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

- **Chipping and Grinding**

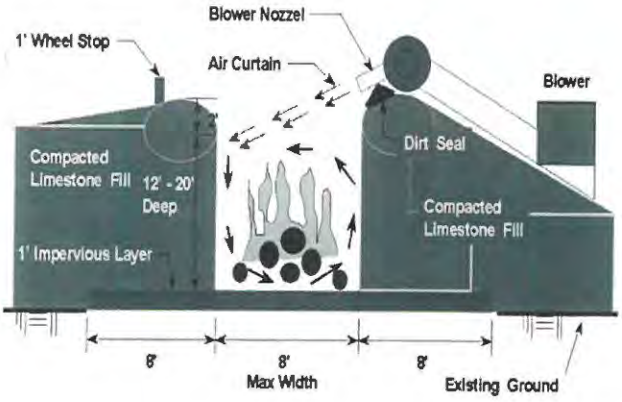
The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel.

CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

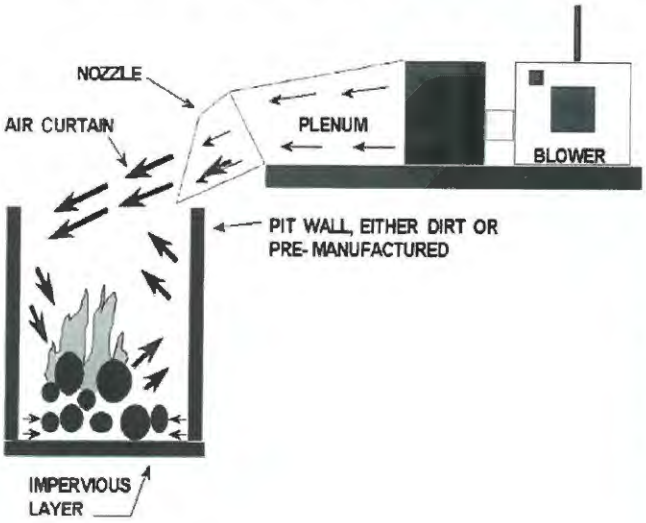
- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf

Air Curtain Pit Burner



Overview of an Air Curtain Operation



Environmental Protection Plan address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE		
TASK		**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS		Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility		Within 48 hrs
Construct observation platform per FEMA requirements		Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas		Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site		Within 48 hrs
Ensure Hazardous Waste Plan in place		Within 48 hrs
If burning is permitted, begin construction of burn pits		Within 48 hrs
Complete installation of burners		Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas		Within 72 hrs
Set up grinders/chippers		Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.		Daily
Ensure maintenance of burners &/or grinders/chippers		Daily
Make dumpsite adjustments		Daily
Provide daily operations reports to Project Manager & City Rep		Daily
Inspect DMS operations for safety & quality control monitoring		Daily & periodically
Handle storage & disposal of hazardous waste		As required
Restoration of site upon project completion to City's specifications		Upon completion of project
Provide for demobilization of equipment		Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Number per Crew**
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman *(if burning)*	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 -4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Destin in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps.** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Destin, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminates, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Destin.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminates before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➢ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

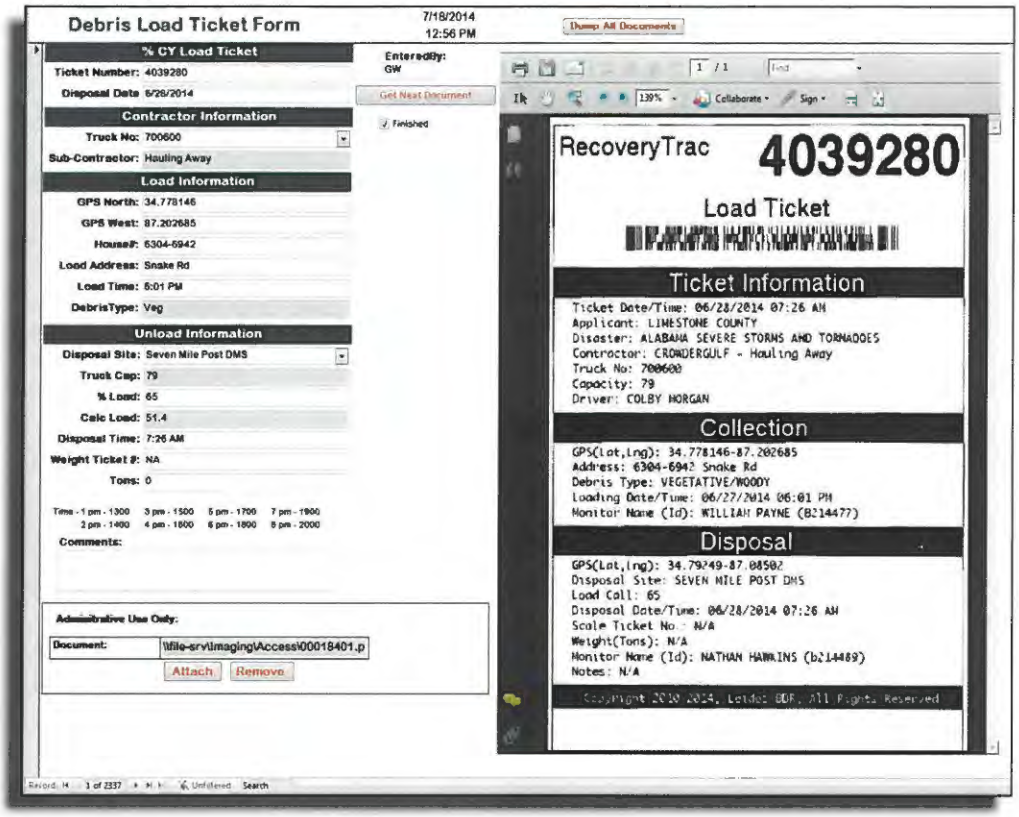
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

CROWDERGULF DEBRIS MANAGMENT
Load and Haul Debris
FEMA-DR-4019
Daily Debris Removed Report
Hurricane Irene 2011
Dare County, NC

DEBRIS REMOVED ON 9/6/2011 REPORT DATE Sunday, April 29, 2012

Date	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	Load (CY)
9/6/2011	B104108	C&D	Stump Point	03884	49.00	55	26.95
9/6/2011	B104109	C&D	Stump Point	03884	49.00	60	29.40
9/6/2011	B104274	Vegetative	Stump Point	03875	72.00	65	46.80
9/6/2011	B104275	Vegetative	Stump Point	03876	59.00	65	38.35
9/6/2011	B104276	Vegetative	Stump Point	03879	58.00	70	40.60
9/6/2011	B104277	Vegetative	Stump Point	03880	49.00	70	34.30
9/6/2011	B104278	C&D	Stump Point	03877	53.00	70	37.10
9/6/2011	B104279	Vegetative	Stump Point	03878	49.00	70	34.30
9/6/2011	B104280	Vegetative	Stump Point	03877	53.00	70	37.10
9/6/2011	B104281	Vegetative	Stump Point	03878	49.00	70	34.30
9/6/2011	B104282	Vegetative	Stump Point	03877	53.00	70	37.10
9/6/2011	B104283	Vegetative	Stump Point	03878	49.00	70	34.30
9/6/2011	B104284	Vegetative	Stump Point	03877	53.00	70	37.10
9/6/2011	B104285	Vegetative	Stump Point	03878	49.00	70	34.30
9/6/2011	B104286	C&D	Stump Point	03878	49.00	65	31.85
9/6/2011	B104287	C&D	Stump Point	03877	53.00	55	29.15
9/6/2011	B104625	C&D	Stump Point	03883	50.00	85	42.50
9/6/2011	B104626	C&D	Stump Point	03884	49.00	85	41.65
9/6/2011	B104627	C&D	Stump Point	03883	50.00	75	37.50
9/6/2011	B104628	C&D	Stump Point	03884	49.00	80	39.20
9/6/2011	B104629	C&D	Stump Point	03883	50.00	80	40.00
9/6/2011	B104630	C&D	Stump Point	03884	49.00	80	39.20
9/6/2011	B104631	Vegetative	Stump Point	03883	50.00	70	35.00
9/6/2011	B104632	Vegetative	Stump Point	03884	49.00	65	31.85

Dare County, NC
Loads this Report: 24 Avg Load Factor: 70.2 DailyCu Yds 869.90

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

Jesse Wright, Village Supervisor
Village of Wellington, FL

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

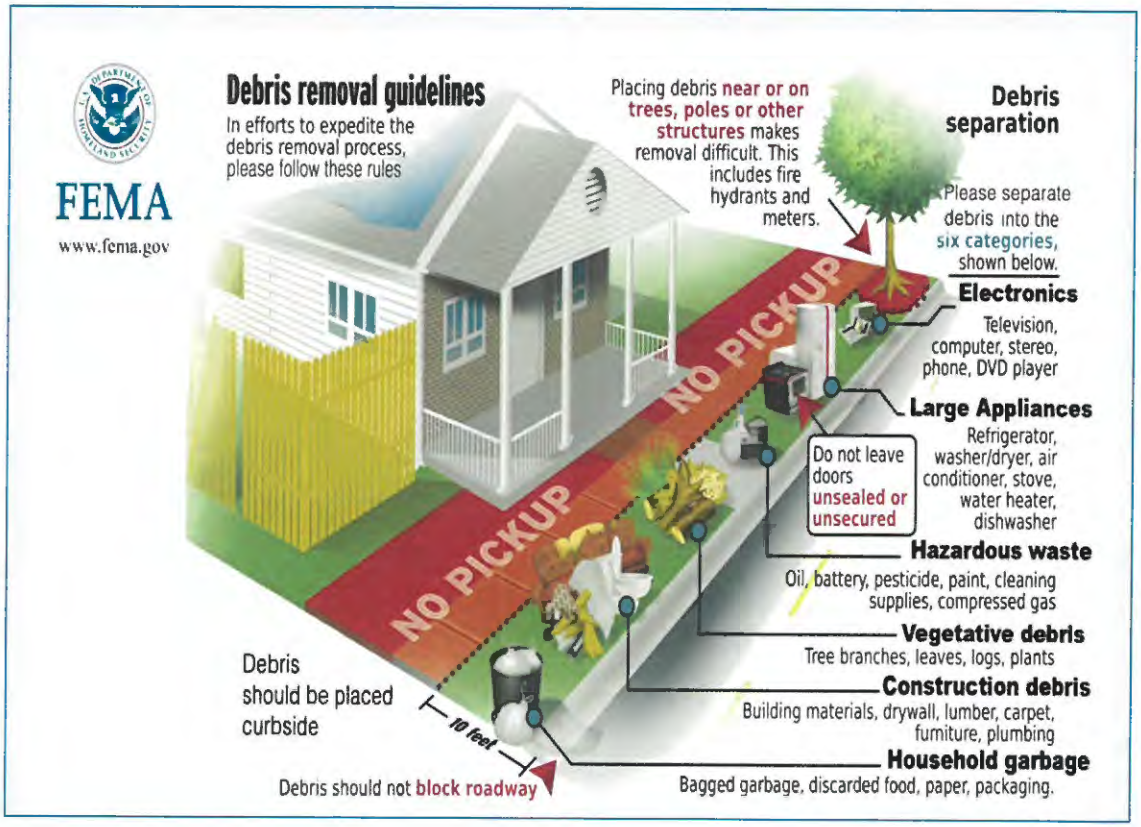
- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Florida Department of Health
- Florida Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalites) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot progam initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program.

Currently, FEMA has extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuting the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the City in taking advantage of the remaining program initiatives.

SRIA Program Incentives for Subgrantees	*CrowderGulf's Capabilities and Commitment to Clients(subgrantees)*
Straight Time and Force Account Labor: When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. **CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.**
Debris Management Plan Procedure: If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time 2% federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



ESSENTIAL SUPPORT FUNCTIONS

➢ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

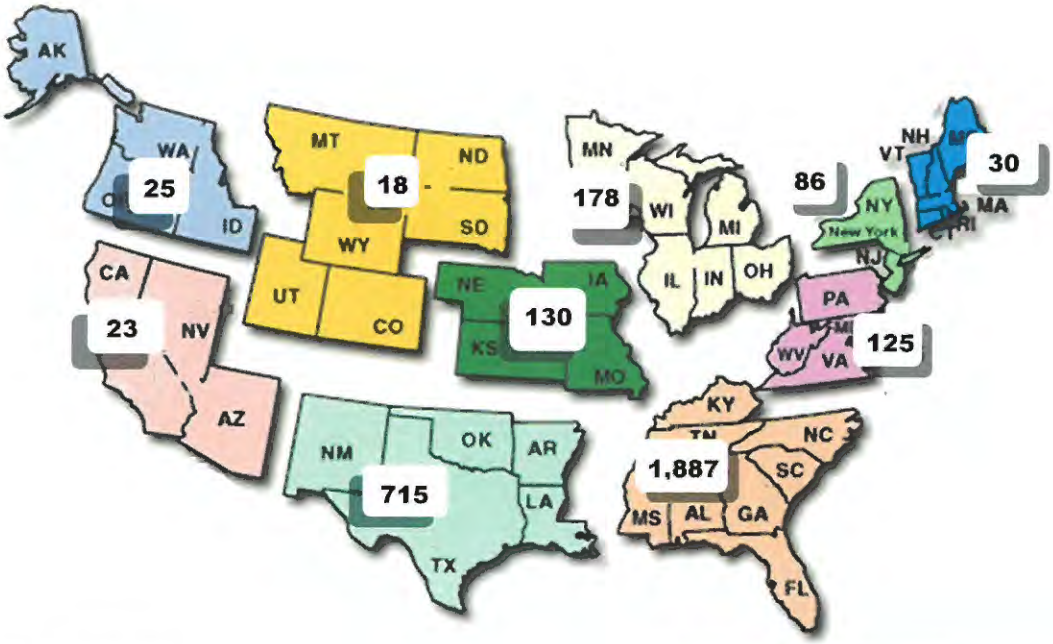
CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➢ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

Mark Claypoole
Gotus Trucking, LLC

7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
   a. Verification through one or more of the following websites:
      - *The **System for Award Management** (SAM) is **a Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(https://www.sam.gov/)*
      - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
      - *Dun and Bradstreet, (https://sso.dnbi.com)*
   b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
   c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

> **"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for…there is not a project or request by CrowderGulf we would ever turn down."**
>
> ***Steve St. George***
> ***President***
> ***St. George Enterprises, Inc***

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps 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; and
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.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
814 Sand Inc	12030 Hwy 77	Panama City	FL	32409	1	2
A & K Septic Tank & Portable Toliets	4720 Minnetonka St.	Pensacola	FL	32526	1	
A.2.B. Trucking	241 Quebec Ave.	Defuniak Springs	FL	32433		1
Aardvark Debris Removal LLC	200 Hermey Ave	Pensacola	FL	32507		1
AARK Enterprises, Inc.	P.O. Box 510	Vernon	FL	32462		
Abaco Restoration	P.O. Box 15414	Panama City	FL	32406	1	
Aerotek (Florida)	100 West Garden St	Pensacola	FL	32502		
AK Triple E, Inc.	1610 Woodlawn Way	Gulf Breeze	FL	32563	1	
AW Tree and Landscaping Service, LLC	8250 Briese Lane	Pensacola	FL	32514		1
Axis Maintenance Services, LLC.	970 Gulf Shores Dr.	Destin	FL	32541	1	
Azland Recycling and Waste	PO Box 550	Freeport	FL	32435	1	1
Beachway Contractors, LLC.	365 Campbells Rest Rd	DeFuniak Springs	FL	32433	1	
BEK Group, LLC.	404 North West Street	Pensacola	FL	32505	1	
BKW, Inc.	5615 Duval St	Pensacola	FL	32503	1	1
Capt. Eric's Services, LLC.	3930 Venetian Circle	Panama City	FL	32405		2
Coastal Clearing, LLC.	815 Linda Lane	Panama City Beach	FL	32407		
Construction Materials of NW Florida, Inc.	501 Eglin Parkway NE	Fort Walton Beach	FL	32547	1	
Creek Waste and Recycling LLC	2560 S Hwy 95a	Cantonment	FL	32533	1	1
Cronin Construction, Inc.	913 Gulf Breeze Pkwy, Ste 12	Gulf Breeze	FL	32561		3
Disposal Services, LLC.	3634 HWY 231	Panama City	FL	32404	1	
Dwight Hicks, Inc.	500 Harrison Ave.	Panama City	FL	32401		
Eager Beaver Professional Tree Care, LLC	5202 Gulf Breeze Pkwy	Gulf Breeze	FL	32563		1

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
ESA South, Inc.	1681 Success Dr	Cantonment	FL	32533	1	2
Florida Home Masters, LLC.	1246 Brake Road	Westville	FL	32464		
GB Green Construction Management & Consulting, Inc.	1720 W. Fairfield DR, Ste 507	Pensacola	FL	32501	1	3
Grahams Welding & Fabrication, Inc.	94 Ready Ave. B#7	Fort Walton Beach	FL	32548	1	1
Guide	17119 Perdido Key Dr. #E33	Pensacola	FL	32507	1	
Gulf Coast Landscape	902 Santa Rosa Blvd	Ft. Walton (Mobile)	FL	32548		
Gulf Coast Utility Contractors, LLC	P. O. Box 8170	Panama City	FL	32409		
Gulf Marine Construction, Inc.	1232 N. Pace Blvd.	Pensacola	FL	32505	1	1
H & H Trucking and Tree Service, LLC	4695 N. Hwy.71	Wewahitchka	FL	32465	1	
Harvest Restoration, Inc	2689 Bear ? Circle	Deford	FL	32420	1	1
HighSteele Landscaping and Home Improvement LLC	5113 Bradford Dr	Milton	FL	32571		
Iron Dog, Inc.	10483 NW Gray Rd	Clarkesville	FL	32430	1	2
Keith H Fendley	7310 W Jackson St	Pensacola	FL	32506	1	
Kelly Services	5401 Corporate Woods Dr., Ste. 200	Pensacola	FL	32504		
Kevin D. Pugh, Site & Dozer Works, LLC	5731 Stewart Rd	Walnut Hill	FL	32568		2
L&A Logging, Inc.	50 Loggers Lane	DeFuniak Springs	FL	32435		
Landrum Staffing Service	6723 Plantation Rd.	Pensacola	FL	32504		
Long Shot Transporting	13970 State Hwy 20 W	Niceville	FL	32578	1	
Lumber Locators LLC	12 Marlin Court	Santa Rosa Beach	FL	32459	1	
Mark Kirkland Construction Services, LLC.	3680 Charmeine Dr. B	Pensacola	FL	32526	1	
MDX Services LLC	1396 Hwy 71	Marianna	FL	32448	1	
Mike Turner's Vinyl Siding Inc.	5261 Crowson Rd	Pensacola	FL	32526		1
Morgan Marine Salvage & Recovery, LLC	288 Marsh DR	Freeport	FL	32439	1	
New View Land Clearing	1609 Deer Ave	Panama City	FL	32401	1	
North Florida Land Prep Inc.	11407 Hwy 2301	Youngstown	FL	32466	1	
OCDS 2018, LLC.	2207 East 6th Street	Panama City	FL	32401		
Pate Farms	2331 Horseshoe Loop	Bonifay	FL	32425	1	1
PBrown Builders, LLC	4231 Cherry Laurel DR	Pensacola	FL	32504	1	1
PCE Disaster Contractor, LLC.	4019 Riverside Drive	Panama City	FL	32404	1	1
Pensacola Environmental Services, Inc.	P.O. Box 34450	Pensacola	FL	32507	1	1
Pensacola Tree Service	7085 Frank Reeder Rd	Pensacola	FL	32526	1	
Plant Welding Service Inc	5774 W. Spencer Field Rd	Pace	FL	32571	1	
Precision Emergency Response LLC	2251 Hwy 173	Bonifay	FL	32425		1
Prestwood All-Pro Services, Inc.	8485 Eight Mile Creek Rd	Pensacola	FL	32526		
RBM Contracting Services	PO Box 2174	Santa Rosa Beach	FL	32459	1	
RCG Enterprises, Inc.	1504 W. Intendencia St	Pensacola	FL	32501	1	5
Redmonds, Inc.	8606 Laird St.	Panama City Beach	FL	32408		
Register's Enterprises of Bay County, LLC.	9323 N. Hwy 231	Panama City	FL	32404	1	
Rimax Contractors	108 W. Mallory St.	Pensacola	FL	32501		
River Bend Trucking	2355 Horseshoe Loop	Bonifay	FL	32425	1	1
RME-Diver Commercial Diving LLC	109 Oak Ridge Place	Panama City	FL	32408	1	1
Robbins Contracting, LLC.	309 Elm Ave.	Panama City	FL	32401		
Rouse Stump Grinding LLC	841 Springtime St.	Wewahitchka	FL	32465		
Ryles Grassing, LLC.	PO Box 711	Baker	FL	32531		
Sean McKnight & Sons Landscaping & Tree Service	4200 Langley Ave.	Pensacola	FL	32504		
Smith & Associates, LLC	P.O. Box 1084	Gulf Breeze	FL	32562	1	1
Snelling Personnel Services	1613 St. Andrews Blvd.	Panama City	FL	32405	1	1
Solar Recycling	7508 Klondike Rd	Pensacola	FL	32526	1	
Sound Off Audio	15176 NW Magnolia Church Rd.	Altha	FL	32421	1	
Sterling Tree Services, Inc.	8500 Lillian Hwy.	Pensacola	FL	32506	1	2
Superior Waste & Land Clearing	8804 Sonnyboy Ln	Pensacola	FL	32514		
ThomCo Enterprises, Inc.	745 Hollywood Blvd. NW	Ft Walton Beach	FL	32548	1	2
Tindle Enterprises, Inc.	P.O. Box 969	Freeport	FL	32439		1
Top Flight Mowing, LLC	2243 Cricket Ridge Dr	Cantonment	FL	32533	1	1
Turn Key Marine Services, LLC	646 Anchors St NW #2	Fort Walton Beach	FL	32548		
Walts Landscaping	2601 Wild Lake Blvd	Pensacola	FL	32526		
Gaston's Tree Service LLC/ Wood Resource Recovery	6424 NW 19th DR	Gainesville	FL	32653		
Total Urban Forestry, llc	231 NE 11th St	Ocala	FL	34470	1	

➢ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality**

Our complete QC plan will be provided upon request.

➢ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
  - The Occupational Safety and Health Act (OSHA),
  - The EPA (Environmental Protection Agency),
  - The DOT (Department of Transportation),
  - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 739,881 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients.

CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

As of June 1, 2019 CrowderGulf has completed the last 3,010 days of work recordable free.

*We have included our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses** as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request*

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses Year: 2018 Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types
Total number of... (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Facility Information:
Establishment name: CrowderGulf
Street: 5430 Business Parkway
City: Theodore
State: AL
Industry description:
Standard Industrial Classification (SIC) if known: 238900

Employment information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)
Annual average number of employees: 54
Total hours worked by all employees last year: 174 622

Sign here
Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
Company executive: SAFETY manager
Phone: (251) 509-9422
Date: 7/15/2019

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.

- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➢ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act

Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➢ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Destin website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

CROWDER GULF

Key Personnel

❖ Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Destin. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

▪ Potential Destin On-Site Team Members Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Nick Pratt – Director of Operations

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katerina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. He has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.

In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

Barrett Holmes – Regional Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Calvary Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes.

Mr. Holmes has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His most recent experience includes oversight of the entire cleanup operation in Hilton Head Island, SC after Hurricane Matthew. Mr. Holmes and his team handled Emergency PUSH Operations and removed and disposed of approximately **3,012,487 Cubic Yards of Debris**. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Don Madio – Regional Manager

Since 1999, Don Madio has served on more than 150 mid-to-large-scale disaster recovery and debris management projects. Don's seasoned portfolio offers a wide range of competent recovery and management disciplines, providing critical oversight to operational challenges and innovative project strategies that regularly exceed client expectations and project goals. Upon taking a position with CrowderGulf, Mr. Madio provided management and oversight for 7 debris removal and waterway projects, following Hurricane Mathew. These projects were successfully completed within the client's time frame and contract specifications. Following Hurricane Irma, Mr. Madio served as Florida's Regional Manager and was tasked to manage all Florida debris removal operations throughout the State. He and his team of Project Managers and Field Supervisors managed 64 successful debris management and waterway projects, helping to remove and dispose of over **11.8 MILLION CUBIC YARDS** of Hurricane Irma generated debris. Recently, Mr. Madio supervised and oversaw all of Hurricane Michael's debris management projects in Florida's Panhandle, where more than **15 MILLION CUBIC YARDS** have been removed and disposed. All the while, Don handled any challenges that the historic 2017 and 2018 Storm Season threw at him, transcending all client objectives. Mr. Madio is a graduate from the University of Florida. (NIMS Trained).

Brian Smallwood – Regional Manager, LEED AP

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort. Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris.

Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)

Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.

▪ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

John Ramsay – Chief Executive Officer & President

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non emergencies, Mr. Ramsay is a well respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)

Ashley Ramsay-Naile – Senior Vice President and Chief Operating Officer

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)

Margaret R. Wright, Ph.D. – Senior Documentation Director

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey**. (NIMS Trained)

Raymond "Buddy" Young – Regional Director

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

Gary Jones – FEMA Specialist and Technical Assistance Manager

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEM A). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

Reid Loper – Vice President, LEED AP

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over $200 million of work and completed over $100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded $130 million in invoicing and total project cost.

In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

John Campbell – Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

▪ Disaster Administration Office Team

Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure.

Mrs. Ryals is a Licensed and Certified Alabama Emergency Manager; and serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety.
Mr. Zemlik holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

Wesley Naile - Contracts Manager

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

Andrew "Drew" Sprinkle - Project Manager

Prior to joining the CrowderGulf team, Mr. Sprinkle worked as an Account Manager for a third party logistics provider in Chattanooga, TN. In this position, he managed multiple high volume logistics accounts for customers in the construction and steel industries. The cradle-to-grave business model of this company allowed Andrew to oversee all aspects of his accounts, giving him valuable knowledge in the many areas of project management. Upon coming aboard with CrowderGulf, Mr. Sprinkle was involved in debris removal and haul out operations in the Corpus Christi, TX area following hurricane Harvey. Most recently, Mr. Sprinkle worked as a Project Manager in Collier County, FL on a waterway debris removal project. Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. While studying at Auburn, Mr. Sprinkle served as a Student Project Management Consultant intern for the Port of Catania in Sicily, Italy. While there, he worked within a team of other international students to develop a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. He holds certifications in OSHA 30, TWIC, and NIMS.

Clayton Young – Senior Project Manager

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and

Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.

In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019. Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

Gina Walley – Accounts Receivable Manager / Documentation Specialist

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)

Jenny Todd – Subcontractor Compliance Manager

Ms. Todd manages, develops and promotes CrowderGulf's Subcontracting Department focusing on Small/Minority Business subcontractors for each region. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)

Resumes will be provided upon request.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Personnel	Debris Management Skills		Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman		Andrew Sprinkle	Field Supervisor
Lyman M. Ramsay	Senior Project Manager		Tom Robinson	Field Supervisor
James Thompson	Foreman		Kelly Williamson	Subcontractor Accounts Payable Mgr, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager		Gabriel Rel	Field Supervisor
Hough Holton	Project Manager/Field Supervisor		Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator		Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor		Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor		Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor		Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager		Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager		Ronald Thorson	Field Supervisor
Melinda Edwards	Executive Administrative Assistant		Kerrie Noll	RFP Coordinator

Additional Field Personnel

Personnel	Debris Management Skills		Personnel	Debris Management Skills
Jay Bender	Project Manager		Jan Leggett	Project Manager
Patrick Bernier	Project Manager		Lee Leggett	Project Manager
Anthony Bishop	Project Manager		Leigh Loper	Project Manager
James Brewer	Project Manager		Mark Loper	Project Manager
Isam Brisco	Project Manager		Matt Lucas	Project Manager
Jesus Carretie	Project Manager		Barry Lund	Project Manager
Vance DeHart	Project Manager		Desiree Matlack	Project Manager
Cliff Drinkwater	Project Manager		Lew Najor	Project Manager
Ronnie Duhon	Project Manager		Jim Poore	Project Manager
Ron Edge	Project Manager		Mark Powell	Project Manager
Dru Fontenot	Project Manager		Jim Ransom	Project Manager
Ken Francisco	Project Manager		Gabriel Rel	Project Manager
Kenny Fredriksen	Project Manager		Sam Roberts	Project Manager
Jim Frye	Project Manager		Tom Robinson	Project Manager
Ray Gill	Project Manager		Tim Smith	Project Manager
Eric Hall	Project Manager		Ron Thorson	Project Manager
LD Harris	Project Manager		Howard Turner	Project Manager
Roy Hayes	Project Manager		Joe Van Vactor	Project Manager
Dan Hayes	Project Manager		Freddy Willis	Project Manager
Joe Hayes	Project Manager		Mike Wimberly	Project Manager
Philip Hill	Project Manager		Mary Ann Wolfson	Project Manager
Barton Holmes	Project Manager		Marc Wolfson	Project Manager
Gene Hope	Project Manager		Charles Wright	Project Manager

➢ Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.

FEMA | Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

IS-00700.a
National Incident Management System (NIMS)
An Introduction

IS-00100 - Intro to Incident Command Systems

John Ramsay	Desiree Matlack	Margaret Wright
Buddy Young	Don Madio	Mark Loper
John Campbell	Donna Suters Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Charles Clark	Lisa Baldwin	Wilber Ledet
Clayton Young		

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Donna Suters	Mike Moulder
Buddy Young	Don Madio	Mark Loper
John Campbell	Eric Hall	Nick Pratt
Ashley Ramsay	Gary Jones	Reid Loper
Amber Ramsay	Gina Walley	Ronald Thorson
Andrew Sprinkle	Jenny Todd	Vance DeHart
Barrett Holmes	Jeff Zemlik	Wes Naile
Brian Smallwood	Leigh Anne Ryals	Wilber Ledet
Clayton Young	Margaret Wright	

IS-230 - Principles of Emergency Management

Leigh Anne Ryals	Linda Lucas

IS-00235 - Emergency Planning

Leigh Anne Ryals	Linda Lucas

IS-00242 - Effective Communication

Reid Loper	
Leigh Anne Ryals	Mike Moulder

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper	Donna Suters	
	Leigh Anne Ryals	Mike Moulder

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Don Madio	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Clayton Young	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Don Madio	Mike Moulder
Ashley Ramsay	Eric Hall	Nick Pratt
Amber Ramsay	Gary Jones	Reid Loper
Andrew Sprinkle	Gina Walley	Ronald Thorson
Barrett Holmes	Jenny Todd	Vance DeHart
Brian Smallwood	Jeff Zemlik	Wes Naile
Charles Clark	Leigh Anne Ryals	Wilber Ledet

IS-300 - Intermediate ICS
IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik

IS-400 - Advanced ICS Command & General Staff IS-400
Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik

OSHA 30 Hour – Construction

John Ramsay
Buddy Young
John Campbell
Barrett Holmes
Brian Smallwood
Clayton Young
Eric Hall
Ronald Thorson
Mike Moulder
Mark Loper

Jeff Zemlik
Lisa Baldwin
Charles Clark
Andrew Sprinkle
Nick Pratt
Reid Loper
Vance DeHart
Wes Naile
Wilber Ledet

Hazwoper – Hazardous Waste Operations and Emergency Response

Brian Smallwood
Jason Zirlott
Jeff Zemlik
John Campbell
Nick Pratt
Reid Loper

Ronnie Duhan
Mark Loper
Wilber Ledet
Vance Dehart.

OSHA Misc.

OSHA 10 Hour General industry — Brian Smallwood, Jeff Zemlik

OSHA 500 – Train the trainer — Jeff Zemlik

Watershed Management Training

Brian Smallwood
Jeff Zemlik
Reid Loper

Brandi Snell
Clayton Young
Leigh Anne Ryals

U.S.A.C.E. – Q.C.M (Construction Quality Management)

Brian Smallwood
Jason Zirlott
Jeff Zemlik
Reid Loper
Don Madio

John Campbell
Leigh Anne Ryals
Margaret Wright
Nick Pratt
Barret Holmes

T.W.I.C. Card

Reid Loper
Jeff Zemlik
Wilber Ledet

Brian Smallwood
Nick Pratt
Drew Sprinkle

First Aid/CPR

Buddy Young
Clayton Young
John Campbell
Ashley Ramsay
Amber Ramsay
Andrew Sprinkle
Barrett Holmes
Brian Smallwood
Clayton Young
Donna Suters
Margaret Wright
Mark Loper
Mike Moulder
Nick Pratt

Desiree Matlack
Eric Hall
Reid Loper
Vance DeHart
Gary Jones
Gina Walley
Jenny Todd
Jeff Zemlik
Leigh Anne Ryals
Charles Clark
Ronald Thorson

Wes Naile
Wilber Ledet

Misc. Training

Asbestos Supervisor — Jeff Zemlik
Asbestos Inspector — Jeff Zemlik

USACE 385-1-1 40 hour — Jeff Zemlik

City of Destin FY 2020 Cost Worksheet
May 28, 2019

Received from Capt. Nix
June 5, 2019

Proposed increase of:
$128,586 OR 6.5%
HA

	FY 2019 Approved FTE = 21	FY 2020 Approved FTE = 21
Personnel Expenses		
Regular Payroll	$ 940,834	$ 978,032
Social Security	71,974	74,819
Retirement	230,504	249,203
Workers Compensation	76,657	83,389
Insurance	202,476	223,802
Total Personnel	$ 1,522,445	$ 1,609,246
Operational Expenses		
Professional Liability	$ 21,047	$ 22,520
Automobile Liability	11,447	13,235
Automobile Collision	6,568	7,178
Auto Repair and Maintenance	13,650	13,650
Cameras	18,186	23,310
Tires	11,970	11,970
Fuel	103,180	104,538
Uniforms & Duty Gear	16,306	16,511
Support Allocation	287,200	287,200
Vessel Maintenance	1,200	1,200
Vessel Repower	-	-
Total Operational	$ 490,755	$ 501,313
Capital Expense		
Capital Replacement	$ 147,000	$ 178,227
Total Capital	$ 147,000	$ 178,227
TOTAL CONTRACT	**$ 2,160,199**	**$ 2,288,785**
	$ 185,120	$ 128,586
	9.4%	6.5%
Cost Per Sworn	**$ 102,866.64**	**$ 108,989.76**

First Name	Quinten
Last Name	Selby
Home Address	3869 Mesa Rd
City	Destin
State	FL
Zip	32541
Phone	3173700633
Email	Quinten.Selby@gmail.com
Business Name	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	I have a Bachelor of Science in Engineering from Purdue University where I majored in Environmental and Ecological Engineering. I have knowledge of water chemistry and hydrology. Currently, I work at Henderson Beach State Park as a Park Ranger. I have experience with local laws and regulations pertaining to the waterways and the Gulf seashore.
How long have you lived in Destin?	2 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No

Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	*Field not completed.*
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	Bachelor of Science in Engineering. Park Ranger at Henderson Beach State Park. Experience with monitoring coastal habitat and communities.
What do you consider the purpose of this board/committee to be?	Advise the Destin City Council on matters pertaining to all waterways within city limits
What would you like to see this board/committee accomplish?	Maintaining Destin's safe and healthy waterways for locals, businesses, tourism, and wildlife
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	*Field not completed.*

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	10/29/2018

First Name	Scott
Last Name	Fishcher
Home Address	8 Moreno Point Road
City	Destin
State	FL
Zip	32541
Phone	850-460-7046
Email	scott_fishcher@yahoo.com
Business Name	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	Served as Mayor for the City of Destin B.S. in Business Administration
How long have you lived in Destin?	6 yrs
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No

If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	N/A
Select the board or committee you are interested in serving on.	Board of Adjustment
List your qualifications to serve on the selected board or committee.	Served one term as Mayor for the City of Destin, President of HIIA Improvement Assoc.
What do you consider the purpose of this board/committee to be?	Review applications and make a determination based on information provided
What would you like to see this board/committee accomplish?	To continue to serve the citizens of Destin fairly
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Chatam Morgan

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	5/1/2019

Email not displaying correctly? View it in your browser.

From: Mike Chesser <mike@chesserbarr.com>
Sent: Tuesday, April 16, 2019 1:45 PM
To: Cheryl Wyren <cwyren@cityofdestin.com>
Cc: Mary Anne Windes (maryanne@destin-real-estate.com) <maryanne@destin-real-estate.com>
Subject: RE: Record request - 200 & 202 Harbor Blvd

Thank you Cheryl. Now that the City of Destin v Dewey Destin has been dismissed, I now need the transcript of the closed sessions re: settlement that were held in that case, by the City, several times. Please take this email as a request for the minutes of those meetings, which by law are now public records.

Mike

D. Michael Chesser
Attorney & Counselor at Law
Florida Bar Board Certified, Real Estate Law &
City, County and Local Government
Certified Circuit Court Mediator
Licensed Community Association Manager
Chesser & Barr, P.A.
Office: 850-651-9944
Direct line: 850-651-4007
Fax: 850-651-6084
mike@chesserbarr.com
www.chesserbarr.com

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ITEM # 2019-1339

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: June 17, 2019
TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM: Kimberly Kopp, Land Use Attorney

DATE: June 13, 2019

SUBJECT: 1. Update on Concluded Litigation (BI Inc. v. City of Destin), Acknowledgment of Dismissal by Third-Party Intervenor, and Request for Executive Session Transcripts of Dismissed Lawsuit.

I. BACKGROUND: The City Land Use Attorney will provide a brief status update on concluded litigation. Please see attached acknowledgment of case dismissal and request for executive session transcripts from the third party intervenor in the dismissed lawsuit.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Chesser Acknowledgment of Dismissal April 16 2019

From: Mike Chesser <mike@chesserbarr.com>
Sent: Tuesday, April 16, 2019 1:45 PM
To: Cheryl Wyren <cwyren@cityofdestin.com>
Cc: Mary Anne Windes (maryanne@destin-real-estate.com) <maryanne@destin-real-estate.com>
Subject: RE: Record request - 200 & 202 Harbor Blvd

Thank you Cheryl. Now that the City of Destin v Dewey Destin has been dismissed, I now need the transcript of the closed sessions re: settlement that were held in that case, by the City, several times. Please take this email as a request for the minutes of those meetings, which by law are now public records.

Mike

D. Michael Chesser
Attorney & Counselor at Law
Florida Bar Board Certified, Real Estate Law &
City, County and Local Government
Certified Circuit Court Mediator
Licensed Community Association Manager
Chesser & Barr, P.A.
Office: 850-651-9944
Direct line: 850-651-4007
Fax: 850-651-6084
mike@chesserbarr.com
www.chesserbarr.com

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