

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.



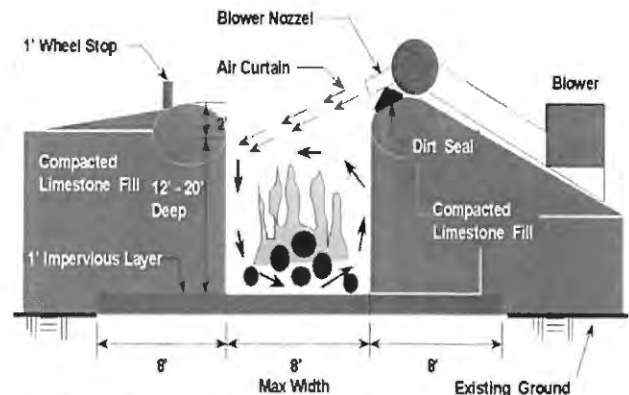
• **Chipping and Grinding**

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.

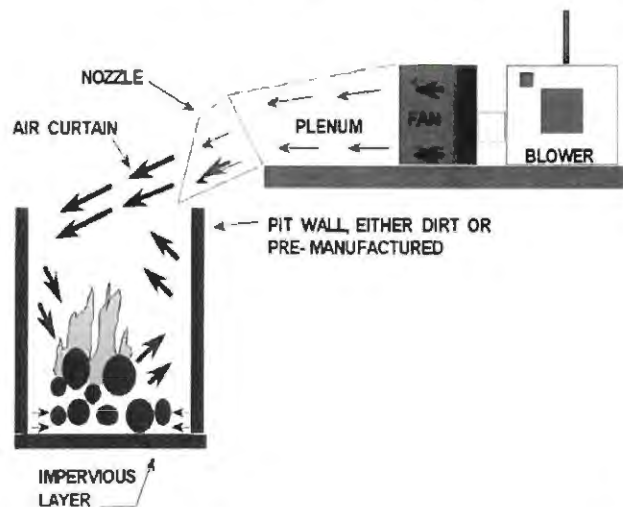
• **Incineration**

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 County. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the County, 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.

Air Curtain Pit Burner



Overview of an Air Curtain Operation



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 **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 & County 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 County'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 <i>(if burning)</i>	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 County and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the County'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 Franklin County 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 Gamer Environmental Services (www.gamer-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 Franklin County, 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 County.

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 contaminants, 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 County 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 tomadoes 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 Franklin County.

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. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of 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 County 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 County that the last load of debris has been delivered.

➤ **Documentation and Reimbursement**

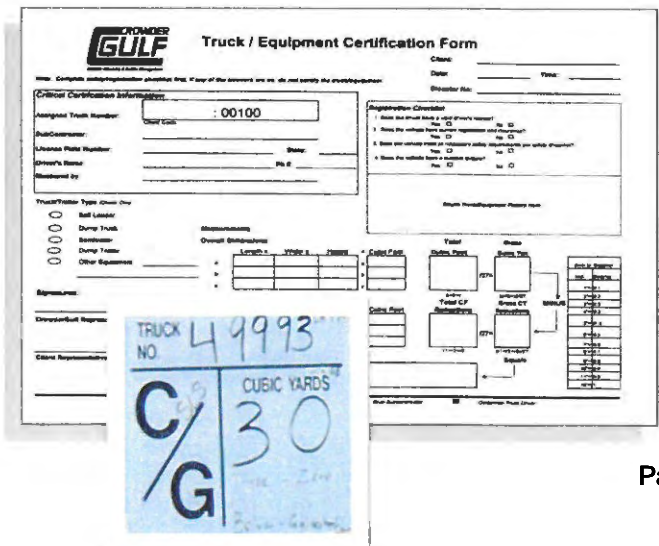
CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the County, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from 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 Public Assistance Program and Policy Guidelines 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 guidelines. 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 County'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
- County 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
- County representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- County 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 Public Assistance Program and Policy Guidelines 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 County 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:

Load Ticket Form
7/21/2020
2:16 PM
Dump All Documents

Debris Load Ticket Form

% CY Ticket

Ticket Number: 50134-20181029085927
Disposal Date: 10/29/2018

Load Information

Truck No: 2064
Sub-Contractor: Geston
Load Time: 8:59 AM
Project: 10-Bay Co

Disposal Information

Disposal Site: Bay Co - Frankford Rd DMS
Debris Type: Veg
Disposal Time: 9:20 AM
Truck Cap: 115
% Load: 70
Calc Load: 80.5
Scale Ticket No:
Tons: 0

Time - 1 pm - 1300 3 pm - 1500 5 pm - 1700 7 pm - 1900
2 pm - 1400 4 pm - 1600 6 pm - 1800 8 pm - 2000

Comments:

Administrative Use Only:

Document: WCG-FS1\imaging\Access\0004F0DF

[Attach](#) [Remove](#)

Entered By: ANB

[Get Next Document](#)

Finished

FHWA Road

STORM

strategic tracking of recovery material

Cubic Yard Load Ticket

Ticket Number: 50134-20181029085927
Project Number: 10
Project Name: Bay County

Hauler Information

Truck Placard ID: 2064

Load Information

QC Monitor ID: 50134
Latitude: 30.19607
Longitude: -85.60289
Date/Time: 10/29/18 8:59 AM

Disposal Information

Site Name: Bay Co - Frankford Rd
QA Monitor: Robert Jackson
Date/Time: 10/29/18 9:20 AM
Debris Type: c&d
Max Capacity: 115.0
Percent Full: 70%
Calculated Quantity: 80.5

Authorized Signature _____

Contractor Copy

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 County requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.



We can provide the County 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 MANAGEMENT Debris Removal				FEMA-DR-4399-FL Hurricane Michael				
Daily Debris Removed Report								
Bay Co, FL								
DEBRIS REMOVED ON 12/22/2018			REPORT DATE	Tuesday, July 21, 2020				
Date	Truck #	Delivered To	Debris Type	Capacity	% Load	Load (CY)		
12/22/2018	50116-20181222065058	2038	Bay Co - Pete Edwards DMS	Veg	71.00	90	63.90	
12/22/2018	50116-20181222065120	2039	Bay Co - Pete Edwards DMS	Veg	69.00	70	48.30	
12/22/2018	50116-20181222074743	2038	Bay Co - Pete Edwards DMS	Veg	71.00	78	50.28	
12/22/2018	50116-20181222074822	2039	Bay Co - Pete Edwards DMS	Veg	69.00	80	54.80	
12/22/2018	50116-20181222090938	2038	Bay Co - Pete Edwards DMS	Veg	71.00	80	50.60	
12/22/2018	50116-20181222091008	2039	Bay Co - Pete Edwards DMS	Veg	69.00	65	44.85	
12/22/2018	50116-201812221044607	2038	Bay Co - Pete Edwards DMS	Veg	71.00	70	49.70	
12/22/2018	50116-201812221048332	2039	Bay Co - Pete Edwards DMS	Veg	69.00	58	37.95	
12/22/2018	50149-20181222062737	2016	Bay Co - Pete Edwards DMS	Veg	76.00	80	60.80	
12/22/2018	50149-20181222062799	2017	Bay Co - Pete Edwards DMS	Veg	72.00	65	46.80	
12/22/2018	50149-20181222071228	2016	Bay Co - Pete Edwards DMS	Veg	76.00	80	60.80	
12/22/2018	50149-20181222071250	2017	Bay Co - Pete Edwards DMS	Veg	72.00	75	54.00	
12/22/2018	50149-20181222074656	2016	Bay Co - Pete Edwards DMS	Veg	76.00	70	53.20	
12/22/2018	50149-20181222074722	2017	Bay Co - Pete Edwards DMS	Veg	72.00	60	43.20	
12/22/2018	50149-20181222084647	2016	Bay Co - Pete Edwards DMS	Veg	76.00	80	60.80	
12/22/2018	50149-20181222084706	2017	Bay Co - Pete Edwards DMS	Veg	72.00	70	50.40	
12/22/2018	50149-20181222093947	2016	Bay Co - Pete Edwards DMS	Veg	76.00	65	54.60	
12/22/2018	50149-20181222094004	2017	Bay Co - Pete Edwards DMS	Veg	72.00	78	54.00	
12/22/2018	50149-20181222103120	2016	Bay Co - Pete Edwards DMS	Veg	76.00	70	53.20	
12/22/2018	50149-20181222103141	2017	Bay Co - Pete Edwards DMS	Veg	72.00	50	36.00	
12/22/2018	50149-20181222110613	2016	Bay Co - Pete Edwards DMS	Veg	76.00	65	54.60	
12/22/2018	50149-20181222110834	2017	Bay Co - Pete Edwards DMS	Veg	72.00	70	50.40	
12/22/2018	50815-20181222062607	2279	BC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50815-20181222063501	2283	BC HO CG Steel Field	C&D	105.00	95	99.75	
12/22/2018	50815-20181222064450	2285	BC HO CG Steel Field	C&D	95.00	95	90.25	
12/22/2018	50815-20181222064717	2284	BC HO CG Steel Field	C&D	110.00	95	104.50	
12/22/2018	50815-20181222070302	2284	BC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50815-20181222070328	2274	BC HO CG Steel Field	C&D	94.00	95	89.30	
12/22/2018	50815-20181222072510	2278	BC HO CG Steel Field	C&D	94.00	95	89.30	
12/22/2018	50815-20181222072830	2277	BC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50815-20181222074013	2287	BC HO CG Steel Field	C&D	115.00	95	107.25	
12/22/2018	50815-20181222078454	2273	BC HO CG Steel Field	C&D	95.00	95	90.25	
12/22/2018	50815-20181222081025	2237	BC HO CG Steel Field	C&D	101.00	95	95.95	
12/22/2018	50815-20181222082609	2238	BC HO CG Steel Field	C&D	102.00	95	96.90	
12/22/2018	50815-20181222091847	2279	BC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50815-20181222093558	2286	BC HO CG Pft PD5	Mulch	110.00	95	104.50	
12/22/2018	50815-20181222095296	2274	BC HO CG Pft PD5	Mulch	94.00	95	89.30	
12/22/2018	50815-20181222100330	2284	BC HO CG Pft PD5	Mulch	100.00	95	95.00	
12/22/2018	50815-20181222100614	2237	BC HO CG Pft PD5	Mulch	101.00	95	95.95	
12/22/2018	50815-20181222101807	2277	BC HO CG Pft PD5	Mulch	100.00	95	95.00	
12/22/2018	50815-20181222102446	2238	BC HO CG Pft PD5	Mulch	102.00	95	96.90	
12/22/2018	50815-20181222103813	2278	BC HO CG Pft PD5	Mulch	94.00	95	89.30	
Bay Co, FL								
Loads this Report: 42				Avg. Load Factor: 82.6		Daily Cu Yds		3,051.55

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 County 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 Public Assistance Program and Policy Guidelines (incorporating FEMA Debris Management Guide (FEMA 325), and the 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 County 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 County employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the County 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) / Pilot Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to sub grantees (counties/municipalities) who take advantage the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program. Currently, FEMA has removed the majority of the initiatives that made up the Alternative Procedures for Debris Removal Pilot Program however, FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to work with our clients to partner in the debris removal initiative.

<i>SRIA Program Incentives for Subgrantees</i>	<i>CrowderGulf's Capabilities and Commitment to Clients(sub grantees)</i>
<p>Straight Time and Force Account Labor: When a sub grantee 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.</p>	<p>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.</p> <p>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.</p>

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 County 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 County'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 County & 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

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.
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.

“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*

“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,*

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.

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 County to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 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 County, 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 County'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.

Subcontractors to Include M/SBE

See enclosed a partial list of qualified Subcontractors including M/SBE. A current qualified subcontractor list will be provided to the County for pre-approval prior to an event upon request.

2021 Potential FL Region 1 Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
814 Sand Inc.	12030 Hwy 77	Panama City	FL	32409	1	2
A & K Septic Tank & Portable Toilets	4720 Minnetonka St.	Pensacola	FL	32526	1	
A.2.B. Trucking	241 Quebec Ave.	DeFuniak Springs	FL	32433		1
Aardvark Debris Removal LLC	200 Hermye 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	
Aerotech (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 C&D And Recycling	520 County Clay Pit Road	DeFuniak Springs	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.	8132 Pittman Ave	Pensacola	FL	32534	1	1
B-Line Services, LLC. (d.b.a. Brian's Hauling)	4997 Damascus Church Road	Greenville	FL	32440		
Brown's Tree Service and Land Clearing LLC	6514 Cortez St	Panama City	FL	32404	1	
Byrd Enterprise	13536 Hwy 77	Panama City	FL	32409	1	
Capt. Eric's Services, LLC.	3930 Venetian Circle	Panama City	FL	32405		2
Cinch Underground, Inc.	751 Kirkland Rd.	Chipley	FL	32428	1	
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
Diamond C Debris Removal, LLC.	PO Box 36262	Pensacola	FL	32516	1	
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	2170 Longleaf Dr	Pensacola	FL	32505		1
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 Beach	FL	32548		
Gulf Coast Utility Contractors, LLC	13938 Hwy 77	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	Clarksville	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	
M&J Land and Marine LLC	1016 Buena Vista Blvd	Panama City	FL	32401	1	
Mark Kirkland Construction Services, LLC.	3680 Charmaine Dr. B	Pensacola	FL	32526	1	
Matthews Land Solutions	2846 Merritts Mill Rd	Marianna	FL	32446		
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	
Mr. Trash, LLC.	1108 School Ave.	Springfield	FL	32401		
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	3218 Hwy 98	Mexico Beach	FL	32456		1



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2021 Potential FL Region 1 Subcontractors	Address	City	ST	Zip	Sm Bus	MWBEs
Prestwood All-Pro Services, Inc.	8485 Eight Mile Creek Rd	Pensacola	FL	32526		
Prince Contracting, LLC.	10065 W. Emerald Coast Pkwy., Ste. B201	Destin	FL	32550		
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	
Revelation Construction, LLC.	1907 E. 9th St.	Panama City	FL	32401	1	2
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.	Althea	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		
TDT Land, Properties & Equipment, LLC.	2545 Commercial Park Dr.	Marianna	FL	32448	1	
Thom Co Enterprises, Inc.	745 Hollywood Blvd., N.W.	Fort Walton Beach	FL	32548	1	4
ThomCo Enterprises, Inc.	745 Hollywood Blvd. NW	Ft Walton Beach	FL	32548	1	1
Tindle Enterprises, Inc.	P.O. Box 969	Freeport	FL	32439		1
Top Flight Mowing, LLC	2243 Cricket Ridge Dr	Cantonment	FL	32533	1	1
Tum Key Marine Services, LLC	646 Anchors St NW #2	Fort Walton Beach	FL	32548		
Walts Landscaping	2601 Wild Lake Blvd	Pensacola	FL	32526		
					54	52

CrowderGulf Letters of Commitment from Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10** and **2 CFR 200.321**. Currently, we have subcontracts or Letters of Commitment with interested Subcontractors. Copies of the subcontracts or Letters of Commitment can be provided upon request at contract award. CrowderGulf will continue to solicit local subcontractors including M/WBEs from the local area for potential participants.

In addition to Local and MWBE Subcontractors, CrowderGulf has a group of Major Subcontractors that we have worked with for many of our previous activations. These subcontractors meet all FEMA requirements and we consider them an extension of the CrowderGulf Team. Below is a list of the activations that our Major Subcontractors have been involved with over the past 10 years.

Summary of Major Subcontractor Activations for the past 10 Years with CrowderGulf, LLC

Subcontractor	Storm Event	Work Location	
ABC Hauling Services / RAL Services Corp. (Miami, FL) (Haul Outs) 26 Activations	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA	Calcasieu Parish, LA Iowa, LA Vinton, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL	Panama City, FL Panama City Beach, FL
	2018 Florence	Duplin Co, NC	
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)	Corpus Christi, TX San Patricio, TX
	2016 Matthew	Hilton Head Island, SC	Thunderbolt, GA
Master Subcontract # 16_915 2011 Tornado (MO) 2011 Irene 2008 Ike	Joplin, MO Dare Co, NC		
All Florida Tree & Landscaping (Coral Springs, FL) 2005 Wilma 2018 Michael 2017 Irma	Bolivar Peninsula, TX League City, TX	Manvel, TX	
	Ft. Lauderdale, FL Panama City, FL		
	Aventura, FL	Miami Springs, FL	

Subcontractor	Storm Event	Work Location	
(PUSH, ROW Hauling, L & H, ROE Hauling, Stumps, Beach/ Sand) 18 Activations Master Subcontract # 12_9	2016 Matthew	Jupiter, FL	Stuart, FL
	2012 Sandy	Hilton Head Island, SC	Stuart, FL
	2012 T.S. Isaac	Ft. Lauderdale, FL	
	2011 Irene	Key West, FL	
	2005 Wilma	Newport News, VA	
	2005 Rita	Ft. Lauderdale, FL	Wellington, FL
	2005 Katrina	Ft. Lauderdale, FL	Wilton Manors, FL
	2004 Frances	Pompano Beach, FL	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Sulphur, LA	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 12 Activations (Master # 16_794)	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)
	2017 Harvey	Corpus Christi, TX	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, Haul Outs, L&H, White Goods) 10 Activations (Master Subcontract # 17_1217)	2018 Michael	Iowa, LA	Vinton, LA
	2017 Harvey	Apalachicola, FL	Panama City, FL
		Carrabelle, FL	Washington Co, FL
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H) 6 Activations (Master Subcontract # 20_1871)	2020 Zeta	Franklin Co, FL	
	2020 Sally	Brazoria Co, TX	
		Biloxi, MS	D'Iberville, MS
Buckeye Landscaping and Sod (Groveport, OH) (ROW Haul, L & H) 10 Activations (Master Subcontract # 12_73)	2018 Michael	AL DOT	Fairhope, AL
	2017 Irma	Baldwin Co, AL	Gulf Shores, AL
	2017 Irma	Bay Co, FL	
	2017 Irma	Orange Co, FL	Orlando, FL
	2016 Matthew	Chesapeake, VA	Fripp Island, NC
C & W Trucking, Inc. (Winter Garden, FL) (Haul Outs) 16 Activations (Master Subcontract # 17_1292)	2011 Irene	Edgecombe Co, NC	Ocean Isle Beach, NC
	2008 Ike	Dare Co, NC	Nags head, NC
	2017 Irma	Montgomery Co, TX	
	2017 Harvey	Casselberry, FL	Edgewood, FL
	2012 Tornado	Lake Mary, FL	Lake Co, FL
	2008 T.S. Fay	Orlando, FL	Polk Co, FL
	2005 Wilma	Sanford, FL	
	2004 Charley, Frances, Jeanne	Brazoria Co, TX	Montgomery Co, TX
	2017 Irma	Polk Co, FL	
	2006 Nor'easter	Brevard Co, FL	
Central MN Hardwood Sales, LLC (St Peter, MN) (ROW, Stumps, PUSH) 9 Activations (Master Subcontract # 17_1048)	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2005 Katrina	Brevard Co, FL	Orange Co, FL
	2017 Harvey	Jupiter, FL	
	2008 Ike	Lake Co, FL	
Congo Corporation (Redmond, OR) (White Goods) 3 Activations (Master Subcontract # 17_1025)	2006 Nor'easter	Bolivar, TX	Montgomery Co, TX
	2005 Wilma	Galveston Co, TX	Tiki Island, TX
	2005 Katrina	Erie Co, NY	
Crooked River LLC (Trimble, MO) ROW Hauling 2 Activations	2005 Wilma	Aventura, FL	Pembroke Pines, FL
	2017 Harvey	Pascagoula, MS	
	2017 Harvey	Friendswood, TX	Montgomery Co, TX
	2017 Harvey	LaMarque, TX	
	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	



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Subcontractor	Storm Event	Work Location	
Master Subcontract # 17_1039			
DEH Disaster Recovery LLC (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 21 Activations Master Subcontract # 14_497	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC Bolivia, NC Brunswick Co, NC Caswell Beach, NC Leland, NC	Northwest, NC Oak Island, NC Shalotte, NC Varnamtown, NC
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 29 Activations Master Subcontract # 12_133	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC Onslow Co, NC	Jacksonville, NC
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 LA Flooding	Ouachita Parish, LA Central, LA	
	2016 Texas Flooding / Misc.	Montgomery Co, TX Waller Co, TX	Newton Co, TX
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC Kill Devil Hills, NC	Kitty Hawk, NC Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO) (ROW Hauling, L & H, Stumps) 27 Activations Master Subcontract # 16_725	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA Decatur Co, GA	Panama City, FL
	2018 Florence	Holly Ridge, NC Onslow Co, NC	Richlands, NC
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Montgomery Co, TX San Patricio Co, TX,
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL Pascagoula, MS	Wilton Manors, FL Pompano Beach, FL
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL Orlando, FL	Sanibel, FL
	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2017 Irma	Chatham Co, GA	
	2016 Matthew	Currutuck Co, NC Duplin Co, NC Raleigh, NC	Rose Hill, NC Sunset Beach, NC
Four Points Recycling (Jacksonville, NC) (ROW Haul) 9 Activations Master Subcontract # 16_833	2020 Laura	Calcasieu Parish, LA	
Four R Equipment (Miramar, FL) (ROW Hauling, Haul Outs)	2018 Michael	Panama City, FL	
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup



CrowderGulf
RFP for Disaster Debris Removal and Disposal Services
Franklin County, FL

Subcontractor	Storm Event	Work Location	
13 Activations Master Subcontract # 12_173	2016 Matthew	FL Dept. of Enviro Protection	Edgewater, FL
	2016 Hermine	Tallahassee, FL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	
	2008 Ike	Bolivar Peninsula Kemah, TX	League City, TX
	2005 Wilma	Pembroke Pines, FL	
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, Haul Outs) 20 Activations Master Subcontract #s 17_1468 / 20_1869	2020 Sally	AL DOT SW Region	AL DOT SW Region
	2020 Tornado	Volusia Co, FL	
	2018 Michael	Bay Co, FL Panama City, FL	Jackson Co, FL
	2017 Irma	Fl. DEP Waterway Cleanup Flagler Beach, FL Flagler County, FL Ormond Beach, FL	Palm Coast, FL Polk Co, FL St. Petersburg, FL Tarpon Springs
	2016 Matthew	Clay County, FL Flagler Beach, FL Flagler County, FL	Orange Park, FL Ormond Beach, FL Palm Coast, FL
Gotus Trucking (Harrisville, PA) (ROW Hauling, L & H, Stumps) 23 activations Master Subcontract # 16_666	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaiahs	Newport News, VA	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 Imelda	Montgomery Co, TX	
	2019 Dorian	Dorchester Co, SC	
	2018 Michael	Panama City, FL	
	2018 Florence	Fayetteville, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Chesapeake, VA Currituck Co, NC	Fayetteville, NC Norfolk, VA Southern Shores, NC
	2016 LA Flooding	Central, LA	
2016 Tornado	Essex Co, VA		
2005 Wilma	Ft. Lauderdale, FL Wilton Manors, FL	Lazy Lakes, FL	
2005 Katrina	Pembroke Pines, FL		
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, Haul Outs, Sand, Dredging, Waterway, ROW Hauling) 13 Activations Master Subcontract# 17_1052	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Cristobal	Harrison Co, MS	
	2018 Michael	Bay Co, FL Dauphin Island, AL	Panama City, FL Mexico Beach, FL
	2017 Irma	Lake Co, FL	
	2017 Harvey	Baytown, TX	Brazoria Co, TX
2017 Nate	Dauphin Island, AL		
Gulf Services (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgmt, Ditch work, PPDR) 7 Activations Master Subcontract # 12_191	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Bay Co, FL Lynn Haven, FL	Panama City, FL Washington Co, FL
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps) 8 Activations Master Subcontract # 14_219	2018 Michael	Lynn Haven, FL	
	2017 Harvey	League City, TX	Nassau Bay, TX
	2017 Tomado	Hattiesburg, MS	
	2016 Matthew	Liberty Co, GA	Port Wentworth, GA
	2016 LA Flooding	Central, LA	
	2014 Ice Storm Ulysses	Greensboro, NC	
Hauling Away LLC	2020 Hanna & Beta	Texas General Land Office (GLO)	
	2020 Zeta	Gulfport, MS	
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA West Lake, LA



CrowderGulf
RFP for Disaster Debris Removal and Disposal Services
Franklin County, FL

Subcontractor	Storm Event	Work Location	
(Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, Haul Outs, Sand, Demo, Waterway Debris) 77 Activations Master Subcontract # 12_223	2020 Cristobal	Vinton, LA	West Calcasieu Port, LA
	2020 Tornado	Dauphin Island, AL	
	2019 TX Tornado	Nashville, TN	Chattanooga, TN
	2019 Dorian	Richardson, TX	
	2019 Imelda	Dorchester Co, SC	
	2018 Michael	Montgomery Co, TX	
		Bay Co, FL	Jackson Co, FL
		FL Dept of Enviro. Protection	Panama City Beach, FL Panama City, FL
		Bainbridge, GA	Decatur Co, GA
	2018 Florence	Jacksonville, NC	Onslow Co, NC
		North Topsail Beach, NC	
	2018 Florida Red Tide	Collier Co, FL	Fort Myers Beach, FL
		Sanibel Island, FL	
	2017 Irma	Collier Co, FL	Kissimmee, FL
		FL DEP Waterway Cleanup	Okeechobee Co, FL
		Hilton Head Island, FL	Polk Co., FL
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
		Texas General Land Office (GLO)	
	2017 Maintenance	Corpus Christi, TX	
	2017 T.S. Cindy	Dauphin Island, AL	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
		Hilton Head Plantation POA, SC	
	2016 LA Flooding	Central, LA	Ouachita Parish, LA
	2016 Texas Flooding / Misc.	Newton Co, TX	Waller Co, TX
		Montgomery Co, TX	
	2016 Maintenance	Corpus Christi, TX	
	2016 Tornado	Rowlett, TX	
	2015 Flooding-Alabama	AL DCNR, Baldwin Co, AL	
		AL DOT, Baldwin Co, AL	
	2015 SC Flooding	SCDOT	
	2015 Demolition	Orange Beach, AL	
	2015 Fish Kill	Orange Beach, AL	
	2015 Texas Flooding / Misc.	Blanco Co, TX	Republic Services, TX
		Corpus Christi, TX	Friendswood, TX
	2015 Severe Storm AL	Limestone Co, AL	
	2014 Tornado	Blount Co, AL	Limestone Co, AL
	2014 Maintenance	Corpus Christi, TX	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2013 T.S. Andrea	Gulf Shores, AL	
	2012-2013 Sandy	NJ DEP	
2012 Isaac	Biloxi, MS	Magnolia, MS	
	Dauphin Island, AL	Pascagoula, MS	
	McComb, MS		
2012 Miscellaneous	The Nature Conservancy, AL		
2012 Tornado	Motel 6 - Mobile, AL		
2011 Irene	Rocky Mount, NC		
HDR Trucking LLC (Bamberg, SC) (PUSH, ROW Hauling, Haul Outs, L & H, Demo) 19 Activations Master Subcontract # 14_219	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL	Jackson Co, FL
		Decatur Co, GA	Bainbridge, GA
	2017 Irma	Brevard Co, FL	Okeechobee Co, FL
		Kissimmee, FL	Polk Co, FL
		Lake Co, FL	Sumter Co, FL
2016 Matthew	Callawassie Island, SC	Hilton Head (POA) SC	
	Fripp Island, SC	Windmill Harbour, SC	
	Hilton Head Island, SC		
2016 Hermine	Lean Co, FL	Tallahassee, FL	
Jerry's Tree Service (Mims, FL) (ROW Hauling) 12 Activations	2018 Florence	Onslow Co, NC	
	2017 Irma	Orange Co, FL	
	2016 Matthew	Flagler Co, FL	Flagler Beach, FL
	2016 Hermine	Leon Co, FL	
	2014 Ulysses - Ice Storm	Greensboro, NC	



CrowderGulf
RFP for Disaster Debris Removal and Disposal Services
Franklin County, FL

Subcontractor	Storm Event	Work Location		
Master Subcontract # 14_240	2012 FL Tornado	Republic Services - Polk Co, FL		
	2012 T.S. Beryl	Nassau Co, FL		
	2011 Irene	Manteo, NC	Nags Head, NC	
	2008 Ike	Montgomery Co, TX		
	2008 Fay	Brevard Co, FL		
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 21 Activations	2020 Laura	Dequincy, LA Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA Iowa, LA Sulphur, LA	
	2020 TX Winter Storm	Friendswood, TX		
	2020 Tree work	Galveston Co, TX		
	2019 Marine work	Clean Harbors		
	2019 Tornado	Montgomery Co, TX		
	Master Subcontract # 17_1020	2017 Harvey	Alvin, TX Brazoria Co, TX Dickinson, TX Clear Lake Shores, TX Friendswood, TX League City, TX	La Marque, TX Nassau Bay, TX Seabrook, TX Webster, TX West Columbia, TX
		2020 Sally	Baldwin Co, AL	
2020 Laura		Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA West Calcasieu Port, LA Iowa, LA	
2020 Tornado		Nashville, TN	Chattanooga, TN	
2018 Michael		FL Dept. of Enviro. Protection	Panama City, FL	
	Lynn Haven, FL	Parker, FL		
	Holly Ridge, NC	Onslow Co, NC		
2018 Florence	Jacksonville, NC	Richlands, NC		
	North Topsail Beach, NC	Swansboro, NC		
	2017 Irma	Aventura, FL Brevard Co, FL Cocoa Beach, FL Collier Co, FL	FL Dept. of Env. Protection Miami, FL Miami Springs, FL Sunny Isle Beach, FL	
		2017 Harvey	Aransas Co, TX	
2016 Matthew		Hilton Head Island, SC	Windmill Harbour POA, SC	
2016 Hermine	Leon County, FL	Tallahassee, FL		
	2020 Laura	Calcasieu Parish, LA DeQuincy, LA	Vinton, LA	
LCS Restoration Services LLC (Mobile, AL) (ROW Hauling, L&H) 4 Activation	2018 Michael	Bay Co, FL		
	McCombs Tree Service (Rockledge, FL) (ROW Hauling) 8 Activations	2018 Florence	Onslow Co, NC	Swansboro, NC
2016 Matthew		Brevard Co, FL	Cocoa Beach, FL	
2016 Hermine		Leon Co, FL	Tallahassee, FL	
2015 Winter Strom		Raleigh, NC		
2012 TS Beryl		Nassau Bay, FL		
Master Subcontract# 15_295	2020 Sally	Fairhope, AL	AL DOT SW Region	
	2018 Michael	Jackson Co, FL		
	2017 Irma	Lauderdale by the Sea, FL Lazy Lakes, FL Plantation, FL	Polk Co, FL Sunrise, FL Tarpon Springs, FL Wilton Manors, FL	
2020 Zeta		Gulfport, MS		
2020 Laura		Calcasieu Parish, LA		
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway) 11 Activations	2018 Michael	Bay Co, FL	Panama City, FL	
	2017 Irma	FL Dept. of Enviro. Protection		
	2017 Harvey	Montgomery Co, TX Dickinson, TX	Port Arthur, TX	
		2016 Matthew	Fayetteville, NC	Raleigh, NC
	Master Subcontract # 17_1024	201-13 Sandy	State of New Jersey	
2020 Zeta		Audubon Institute, LA		
Reclaim It Enterprises				



CrowderGulf
RFP for Disaster Debris Removal and Disposal Services
Franklin County, FL

Subcontractor	Storm Event	Work Location	
(Greenville, TN) (PUSH, ROW Hauling, L & H, Haul Outs) 13 Activations Master Subcontract # 18_362	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL	Gulf Shores, AL
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Jackson Co, FL	Panama City, FL
	2011 Irene	Lynn Haven, FL	Parker, FL
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, Haul Outs, Site Work) 68 Activations Master Subcontract # 13_376	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL	Panama City, FL
		Jackson Co, FL	Panama City Beach, FL
		Lynn Haven, FL	Bainbridge, GA
		Decatur Co, GA	
	2018 Florence	Brunswick Co, NC	Onslow Co, NC
		Bolivia, NC	Jacksonville, NC
		Caswell Beach, NC	Duplin Co, NC
		Leland, NC	Richlands, NC
		Holly Ridge, NC	Oak Island, NC
		Sandy Creek, NC	Northwest, NC
		Navassa, NC	Shallotte, NC Varnamtown, NC
		Swansboro, NC	
	2017 Irma	Bonita Springs, FL	Okeechobee Co, FL
		Edgewater, FL	Orlando, FL
		Flagler Co, FL	Ormond Beach, FL
		Lake Mary, FL	Sanford, FL
		Lake Co, FL	Sarasota Co, FL
	Lee Co, FL	St. Petersburg, FL	
		Sumter Co, FL	
2017 Harvey	Aransas Co, TX	Corpus Christi, TX	
	San Patricio Co, TX		
2016 Matthew	Hilton Head Island, SC	Long Cove POA, SC	
	Windmill Harbor POA, SC	Norfolk, VA	
2014 AL Tornado	ACCA- Blount Co, AL		
2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC	
2011 Irene	James City Co, VA	Newport News, VA	
	York Co, VA	Rocky Mount, NC	
2005 Dennis	Bay Co, FL	Destin, FL	
2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL	
2005 Rita	Calcasieu Parish / Lake Charles, LA		
2005 Katrina	Aventura, FL	Pascagoula, MS	
	Daphne, AL	Pompano Beach, FL	
	Lazy Lakes, FL	Wilton Manors, FL	
2004 Ivan	Escambia Co, FL	Walton Co, FL	
Statewide Tub Grinding/ WLW (Apopka, FL) (PUSH, ROW Hauling, Stumps, Haul Outs) 16 Activations Master Subcontract # 15_616	2018 Michael	Apalachicola, FL	Carrabelle, FL
		Franklin Co, FL	Parker, FL
	2017 Irma	Fort Myers, FL	Lee Co., FL
		Lake Co., FL	Sanibel, FL
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	Ormond Beach, FL		
2008 Ike	Galveston Co, TX	Texas City, TX	
	La Marque, TX	Tiki Island, TX	
2005 Wilma	Ft. Lauderdale, FL		
Steadfast Services / Slick Machines (Cummings, GA) (ROW Hauling, Site Grinding, Haul Outs, Sand, Concrete) 4 Activations Master Subcontract# 17_1031	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
Total Urban Forestry, LLC (Ocala, FL)	2020 Zeta	Harrison Co, MS	Wiggins, MS
	2020 Sally	Gulfport, MS	
		Okaloosa Co, FL	

Subcontractor	Storm Event	Work Location	
(PUSH, ROW Hauling, DMS Site Work, Stumps, L & H) 11 Activations Master Subcontract # 16_780	2018 Michael	Jackson Co, FL	
	2017 Irma	Ocala, FL St. Petersburg, FL	Tarpon Springs, FL The Villages
	2016 Matthew	Flagler Co, FL	Palm Coast, FL
Waterfront Recovery LLC (Rockledge, FL) Waterway Debris 3 Activations Master Subcontract # 17_966	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, Haul Outs, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470	2020 Zeta	Pascagoula, MS	Jackson Co, MS
	2020 Sally	Atmore, AL AL DOT SW Region Bay Minette, AL	Baldwin Co, AL Orange Beach, AL
	2020 Laura	Alexandria, LA	
	2020 Tornado	Nashville, TN	
	2018 Michael	Parker, FL	
	2018 Florence	Bolivia, NC Brunswick Co, NC Caswell Beach, NC Leland, NC Navassa, NC	Northwest, NC Oak Island, NC Sandy Creek, NC Shalotte, NC Varnamtown, NC
	2017 Irma	Bonita Springs, FL Estero Village, FL FL DEP	Fort Myers, Lee Co, FL
	2016 Matthew	Berkeley Co, SC Brevard Co, FL FL Dept. of Environmental Protection Garden City, GA	Hilton Head Island, SC Long Cove POA, SC Thunderbolt, GA
	2014 Tornado	ACCA – Blount Co, AL / DeKalb Co, AL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2012-2013 Sandy	NJ DEP – Land and Water	
	2012 Isaac	Biloxi, MS Magnolia, MS	McComb, MS Pascagoula, MS
	2011 Tornado (AL)	Walker Co, P & J	
	2011 Irene	Edenton, NC Edgecombe Co, NC James City Co, VA York Co, VA	Robersonville, NC Rocky Mount, NC Williamston, NC NCDOT – Various
	2011 Tomado (MO)	Joplin, MO	
	2010 BP Oil Spill	Alabama Coast	
	2008 Ike	Alvin, TX Bayou Vista, TX Bolivar Peninsula, TX Brookside Village, TX Clear Lake Shores, TX Galveston Canals, TX Galveston Co, TX Kemah, TX	La Marque, TX Manvel, TX Pearland, TX Santé Fe, TX Texas City, TX Tiki Island, TX TX GLO Sand Texas GLO – Henderson Hole
	2006 Ice Storm	Erie Co, NY	
	2005 Wilma	Ft. Lauderdale, FL Lee Co, FL Pembroke Pines, FL	West Palm Beach, FL Wilton Manors, FL
	2005 Rita	Calcasieu Parish, Lake Charles, LA	
2005 Katrina	Baldwin Co, AL Biloxi, MS Gulf Shores, AL Gulfport, MS	Orange Beach, AL Pascagoula, MS	
2005 Dennis	Atmore, AL Flomaton, AL Baldwin Co, AL	Destin, FL Walton Co, FL	

Subcontractor	Storm Event	Work Location
	2004 Ivan	Baldwin Co, AL
	2004 Charley, Frances, Jeanne	Lee Co, FL

➤ 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 Control Success:**

- Assurance of open and honest communication with clients at all levels in order to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.
- Implementing "Clean As You Go" policy for every task

Our complete QC plan will be provided upon request.

"Clean As You Go"

This concept is the centerpiece of our Quality Control Plan. "**Clean As You Go**" is a simple concept that is defined as doing the best job possible the first time to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that **all** the debris will be removed on every pass, regardless of the number of passes required by the County. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority.

CrowderGulf was the debris contractor that first coined the term "**CLEAN AS YOU GO**", over 14 years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.

Inspections

To assure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.

Security

CrowderGulf will restrict general access to its DMS operations to essential company and County personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

Maintenance

CrowderGulf follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

➤ 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 County 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 County

"I would like to take this opportunity to thank you and your crews for the industrious work performed for our City as a result of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time."

Toni Randall, Mayor
League City, TX

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, Mrs. Ashley Ramsay-Naile, serves as the senior Safety Official. Mrs. Ramsay-Naile'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 959,341 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)
2020	177,820	0	0	0	0
2019	189,433	0	0	0	0
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

As of January 1, 2021 CrowderGulf has completed the last 3,589 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: 2020 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 302 equivalent. See 29 CFR 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 (5)	0 (6)	0 (7)	0 (7)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0 (8)	0 (9)

Injury and Illness Types			
Total number of (10)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Facility Information:

Establishment name: CrowderGulf
 Street: 5629 Commerce Blvd East
 City: Mobile
 State: AL

Industry description:
 Standard Industrial Classification (SIC) of 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: 63
 Total hours worked by all employees last year: 177,820

Sign here
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.
 SAFETY MANAGER
 2/2/2021

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for the collection of information is estimated to average 30 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.

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the County shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA 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 County. 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 County 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 County, 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 **FEMA Public Assistance Program and Policy Guidelines**. 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 County to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

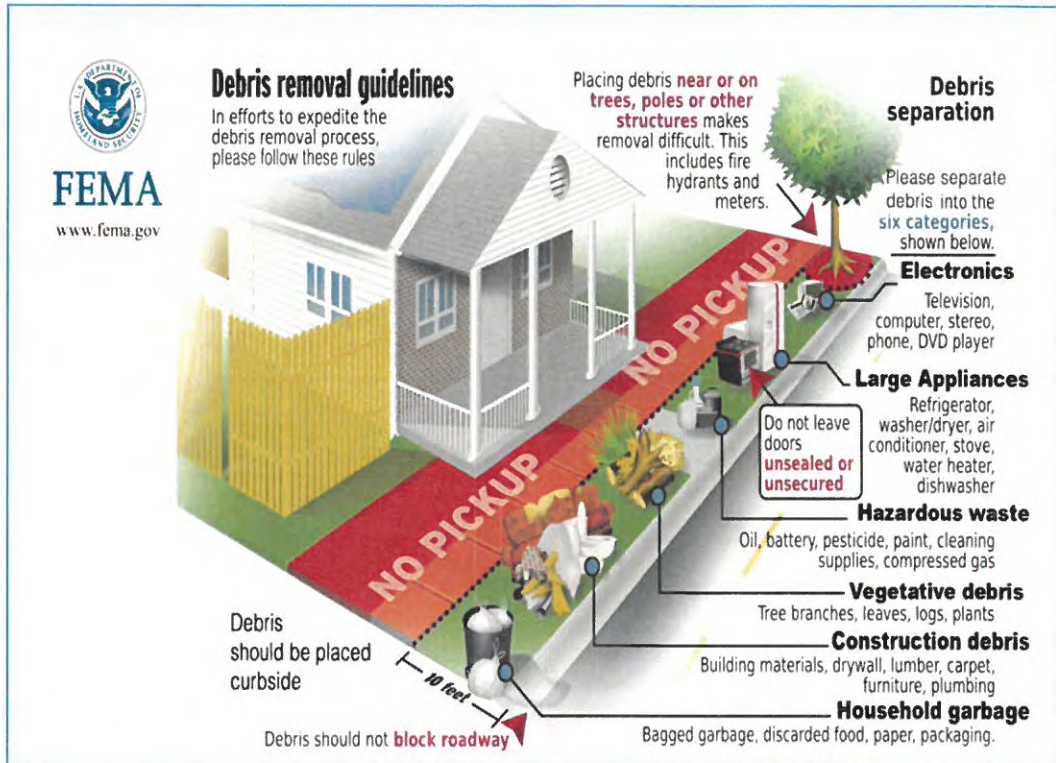
Experienced CrowderGulf personnel will be available to assist the County in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple 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** –Franklin County 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

Sample Flyer that can be distributed to local media outlets to assist citizens in properly segregating their debris curbside:



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 County 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 County and the On-Site Management Team may use this information to adjust operations appropriately.

3. Scenarios

The County's RFP has requested information regarding CrowderGulf's ability to respond and mobilize resource as it relates to the given scenarios. The following scenario response plans are provided as examples of CrowderGulf's experience and ability to respond to any disaster scenario with the appropriate commitment of human and equipment resources.

SCENARIO 1. SPOT JOBS – LOCALIZED

For this type of event, CrowderGulf will use its local resources to meet the County's project needs. Regardless of the scope of work we will provide experienced managers with the proper equipment and necessary resources needed by the County. If required, we will have resources and manpower capable of clearing critical routes and removing hazardous leaners and hangers within 12-24 hours of a Notice to Proceed (NTP). An experienced Project Manager will arrive on scene within 4 hours of notification of need (or earlier as directed by the County) and begin a damage assessment as directed by the County. Damage assessment will include documentation in the form of photographs, video and project sectoring / mapping.

Based on the damage assessment, the Project Manager, in consultation with the County's Debris Manager, will prepare a response plan delineating specific equipment and personnel needs to accomplish the County's objectives. Depending on the scope of work in this scenario, the response plan will be complete and ready for County approval within 12-24 hours. Based on preliminary discussions with the County and the County's approval of the response plan, CrowderGulf's Project Manager will mobilize crews with appropriate equipment to accomplish the work in a timely and orderly manner. If hauling is required, our Project Manager will coordinate with the County and their monitoring company to establish a timeline for the project. This will include monitor training, truck certification and the location a DMS (if required), any necessary permits and or testing.

Field Supervisors, quality control and safety personnel will oversee and document each work site and provide close coordination between the field work and the County & Monitoring Firm. CrowderGulf's Project Manager will provide status reports to the County. All of CrowderGulf's debris removal efforts will be documented daily and available to the County to review via a secure website. This type of transparency and accountability enables the County to remain informed of disaster expenditures and the efficiency of the debris removal process.

There may be as few as one to two crews assigned or a multitude of teams assembled as determined by the Project Manager and the County representative during the preliminary damage assessment. Depending on the need and specific tasks, each crew may consist of the following:

- 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, and flaggers with transport vehicles
- Three – five 16 to 20 cubic yard capacity dump trucks and/or two to four 35- 55 cy self-loading trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- If needed, a minimum of one professional Arborist and at least one-two crews of Tree Removal Specialists to assist in tree and limb removal and stabilization projects. Tree crews will use their expertise in stabilizing and or removing hazardous trees utilizing specialized equipment and proven techniques.

Depending on the amount of damage throughout the County and the direction given to CrowderGulf, crews may simultaneously begin removal efforts in different areas of the County to augment Franklin County crews and remove the debris as quickly as possible. This effort will demonstrate a presence throughout the County and enhance overall citizen satisfaction. Pending approval of the County, CrowderGulf will operate debris loading and hauling during daylight hours, seven (7) days a week.

Actual Examples

CrowderGulf has successfully completed many jobs with a similar scope of work as described in Scenario 1. In 2017, following Hurricane Irma, CrowderGulf assisted Coleman, Florida in the removal of 3,030 cubic yards of debris. CrowderGulf removed and disposed of vegetation, mulch and six stumps. The reduction was by grinding and the County self-monitored all operations. CrowderGulf assisted in the reconciliation and documentation process, working directly with the County to provide all needed information for FEMA reimbursement.

In 2015, the City of Friendswood, TX activated CrowderGulf to help recover from a tornado that impacted part of the City. CrowderGulf removed approximately 9000 cubic yards of debris in 7 days with 145 loads hauled directly to the final disposal. Another example includes two 2015 activations in Corpus Christi, TX, to help the City recover after flooding and high wind events. These activations involved removal and hauling vegetative & C&D debris to final disposal.

Documentation

Typically, this type of work may begin during the "emergency clearance" phase of an event in which a formal declaration may not have been made or when a client does some of the initial cleanup work but wants to finish within a short timeframe. Regardless of the size, type or timing of the work, it is critical to collect and maintain accurate documentation of damages and of recovery work. Throughout the project, CrowderGulf will document all work in compliance with the Public Assistance Program and Policy Guide (incorporating **FEMA 325**) regulations. Our documentation may include; before and after photographs of the damaged areas to include aerial photos taken by drone, maps, and if the tasks require, indemnification agreements for work involving private property.

All hours, equipment and materials will be documented daily on forms consistent with FEMA requirements and be compatible with the County's capabilities for downloading and accessibility. These forms will be validated at the close of each day by Field Supervisors and the Project Manager, and the County's Debris Manager/representative to gauge the progress and plan for continued debris removal efforts. All documentation will be reviewed and reconciled with the County and or their monitoring contractor prior to invoicing. In the event that hauling is required, truck certification forms and load tickets will be utilized, reviewed and double checked for accuracy and legibility. All documentation will be maintained by CrowderGulf for 7-10 years.

SCENARIO 2. SMALL EVENT – WIDESPREAD OR COUNTYWIDE

Response

All procedures that are included in the previous Scenario will also apply to Scenario 2. In addition, our resources will be provided in greater quantities and we will stage the necessary equipment in the County at pre-determined locations (usually pre-identified during our site visits or as determined during yearly preparedness training sessions) identified by Project Management team and approved by the County. If requested, we will have a project manager present in the County's Emergency Operation Facility prior to the event. After conducting a damage assessment, CrowderGulf will start its forces in numerous areas throughout the County. Equipment resources are based on the amount of determined damage and the size of the area affected. The area will be sectioned in grid format and crews and equipment will be assigned to each of the affected areas. Debris removal equipment along with ground crews, tree crews, and bucket trucks for removing leaners and hangers and traffic control teams will be used for this event.

It may be determined a Debris Management Site (DMS) are needed to facilitate debris removal and reduction. In order for debris hauled to a DMS to be FEMA eligible for reimbursement it must be reduced before hauling to final disposal. Debris brought to a DMS facility will be sorted to remove recyclable materials and materials not suitable for reuse. The materials not re-useable will be reduced (either by grinding or as directed by the County) or may be taken to an approved final disposal facility.

Whether CrowderGulf provides the DMS facility or utilizes pre-existing sites, our goal will be to have the DMS fully functional within 48 hours of a NTP. Each DMS site will be photographed and soil testing (if required) and monitoring will be performed throughout the use of the site facility. Land use development will include roads for safe ingress, and egress, proper segregation of materials, construction of monitoring towers and/or other necessary facilities.

Staffing for the DMS will include a site manager, a segregation crew which consists of one foreman, one equipment operator, two laborers and a skid steer, safety personnel and tower monitors. The Project Manager along with our **Page 305** Reduction Specialist and Safety Coordinator will develop site specific plans for each DMS facility.

These plans will include site layout, copies of any necessary permits and land use agreements as well as the site specific safety and environmental plan. CrowderGulf Public Information specialists will work with the Town and the assigned Project Manager to provide debris removal information in the form of press releases to assist the Town in communicating the debris removal schedules to the citizens. At the completion of the project, all remaining debris will be removed and either taken to a recycle facility or for final disposal. Land used for the DMS will be returned to its original condition and the County will be provided with all necessary documentation on the site reclamation.

All work will be conducted and documented in compliance with **FEMA Public Assistance Policy** regulations.

CrowderGulf's **Debris Operations Plan** provided in this proposal outlines specific details of both response and recovery field operations, from mobilization through documentation.

Actual Examples

Early in 2015, the City of Raleigh, NC, activated the pre-event contract and called on CrowderGulf to assist the City's resources in debris removal operations within the City. Our Director of Operations, Nick Pratt, assisted the City with preliminary assessment and immediately mobilized equipment and resources to the area to begin debris removal operations. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

After 2011, Hurricane Irene, CrowderGulf was activated by Newport News, VA, to conduct debris operations. As part of our normal operating procedures, after an initial damage assessment, we began working simultaneously in all eight areas of the City that were damaged. This approach helped residents see that the City was taking the necessary steps to quickly remove the debris. CrowderGulf removed 85,000 cubic yards of debris with 20 trucks in three weeks and reduced the debris by grinding at a City-owned property where CrowderGulf developed a DMS. At the end of the project, this property was returned to its original condition at no extra cost to the City of Newport News

The reduced debris from this project was recycled as much as possible by giving it to private residents, using it at the City's compost site, and by taking it to paper mills within the area. The remainder was taken to the final disposal site where much of it was used as a cover within the landfill. All of this work was carefully documented to ensure FEMA reimbursement.

SCENARIO 3. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING WOODY DEBRIS ONLY – WIDESPREAD OR COUNTYWIDE

Response

In addition to the response procedure described for Scenario 1 and 2 events, this event may require more than one DMS, depending on how widespread the damage may be. Depending on the details of each site, reduction may be done by burning, grinding or both, depending on Franklin County's desired method of reduction. Each site will operate independently and have its own manpower and equipment (as described in Scenario 2). In addition, several pieces of heavy equipment, grinders and or air curtain incinerators with operators may be added to the DMS. Flaggers will be used at the entrance and exit points to assist with traffic control into and out of the facility. The DMS will be fully functional within 48 hours of a NTP and reduction by grinding or burning will start within 72 hours of receiving debris.

As with Scenario 2, debris will be removed and properly disposed at designated facilities and plans, testing and site documentation will be administered. Any damage to the DMS would be remediated at the completion of the project. All cleanup operations will be documented in accordance with FEMA and County requirements and in accordance with environmental regulations. All work will be conducted and documented in compliance with **FEMA Public Assistance Policy** regulations.

ACTUAL EXAMPLES

This type of event is similar to the operation we successfully completed in 2017 for League City, Texas, following Hurricane Harvey. Hurricane Harvey produced unprecedented rainfalls throughout the City. Parts of the community endured as estimated 49.84 inches of rain in five days, equaling nearly a year's worth of rain. Prior to flood waters receding, CrowderGulf had boots on the ground in the State of Texas. Our project management team provided debris assessments to our clients and brought skilled response crews into the State to immediately begin work as flood waters receded.

CrowderGulf worked with the City of League City to section off the City and provide debris removal resources in all seven of their identified "hardest hit" areas, simultaneously. CrowderGulf utilized 22 hauling units and disposed of the debris at two identified disposal facilities. CrowderGulf removed 11,461 cubic yards of vegetative debris, 3,209 white goods, 3,491 E-waste items and 109,220 lbs. of House Hold Hazardous Waste. This project was monitored by Tetra Tech.

Rocky Mount, NC, after Hurricane Irene is another example of similar work. We hauled in 253,360 cubic yards of debris utilizing thirty-five (35) trucks over seven (7) weeks. CrowderGulf reduced debris by grinding and hauled 66,110 cubic yards to a disposal site. CrowderGulf's management team worked closely with the Rocky County debris/recovery team and work was completed within the City's timeline to the City's satisfaction.

SCENARIO 4. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING MIXED DEBRIS - WIDESPREAD OR COUNTYWIDE

Response

In addition to all the procedures and resources included in a Scenarios 1, 2 and 3, CrowderGulf will add segregation crews at its TDSRS. A typical segregation crew may consist of one foreman, one equipment operator, two (2) laborers and a skid steer. Debris will be segregated into six (6) areas for reduction or further handling. These include clean vegetative debris, vegetative debris with foreign matter, construction and demolition debris, recyclable debris, white goods and hazardous waste. Depending on the severity of the event, additional debris removal crews can be deployed to begin work with 48 hours of the NTP.

Actual Example

Hurricane Harvey struck the Southern Texas Coast on August 25, 2018 and unlike many past hurricanes, Harvey did not move quickly. After its initial landfall, it stalled over Southeast Texas for quite some time. The typical damages caused by strong hurricane force winds were swiftly surmounted by the damages caused by the unprecedented and overwhelming rain amounts that fell on Southeast Texas. Hurricane Harvey easily became one the wettest storms ever recorded in the continental United States leaving over 60 inches of rainfall in some areas.

Having worked in the City of Friendswood, Texas on numerous occasions prior to Hurricane Harvey, CrowderGulf was familiar with the City and the knowledgeable personnel who worked there. The City of Friendswood contacted CrowderGulf on August 29th to set up a coordination meeting. CrowderGulf met with the City staff the same day to discuss a notice to proceed, mobilization and the start date. The City requested all operations be complete within 180 days. CrowderGulf quickly mobilized the necessary resources and started on September 6th as requested by the City. All disaster debris management operations were monitored by TetraTech. The debris was directly hauled to the Dixie Farm Road Landfill. Overall, CrowderGulf removed and disposed of over 135,000 cubic yards of debris from the 21.7 square miles of land that's occupied by the 35,000 residents of Friendswood, TX. (In addition to the removal of 135,952 cubic yards of vegetative debris, CrowderGulf removed 5,804 white goods, 7,684 E-waste products and 182,460 lbs. of Household Hazardous Waste.)

All work will be conducted and documented in compliance with FEMA Guidelines.

SCENARIO 5. CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – COUNTYWIDE

Response

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the County's Emergency Operations Center prior to the storm for planning purposes. We will have management resources on the ground within twenty-four (24) hours for the emergency PUSH planning. Debris Crews and Equipment resources will be working within 48 hours of establishing an approved recovery plan. (If utilizing a monitoring company, it takes 24-48 hours to have monitoring personnel trained and equipped to begin the monitoring process).

CrowderGulf's Project Management Team will utilize the first 24-48 hours to begin their damage assessment and sectioning of the County and crews assigned to each of the damaged areas so that debris will be removed concurrently in all areas of the County. TDSRS development will begin immediately upon NTP and site selection. Grinders and/or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the County. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team can assist the County with public notices via radio, newspaper and TV, if requested.

All work will be conducted and documented in compliance with FEMA Guidelines.

Actual Example

After Hurricane Harvey, in September of 2017, CrowderGulf crews removed and reduced 2,006,840 cubic yards of debris from Aransas County, Texas rights-of-way. The overall cost to Aransas was \$24,406,652. CrowderGulf assisted the County in the removal and disposal of mixed vegetative and construction and demolition materials. This material was segregated and hauled to the proper facility for disposal. CrowderGulf removed, transported and disposed of 14,938 leaners/hangers, 6,039 white goods and 22,760 lbs. of HHW. Debris was reduced by grinding at three separate sites.

CrowderGulf's Debris Operations Plan provided in this proposal outlines specific details of both response and recovery field operations from mobilization through documentation.

SCENARIO 6: CATASTROPHIC EVENT - COUNTYWIDE

Response

In addition to the resources and deployment times described above, CrowderGulf will locate and establish numerous TDSRS Countywide to handle the larger amount of debris. All necessary licenses, permits and other approvals will be identified and prepared prior to an event. Most catastrophic events also require right of entry agreements which allow debris removal from private property and not just the public rights-of-way, necessitating that a template be in place prior the event. All work will be conducted and documented in compliance with all FEMA regulations.

Actual Examples

A Catastrophic Event inclusive of total management countywide is one of great measure and tremendous need for pre planning. Very large storms are accountable for extreme damages and the debris removal operations typically last for several months. In CrowderGulf's 50 plus years in the debris removal business, we have worked catastrophic events for numerous cities and counties across the United States. Examples include the counties of Bay, Jackson and Washington County, FL after Hurricane Michael in 2018, Lee and Polk County, FL after Hurricane Irma in 2017; Aransas and Brazoria County, TX after Hurricane Harvey in 2017; Galveston, Montgomery and Jefferson County, TX, following Hurricane Ike in 2008; Calcasieu Parish, LA, following Hurricanes Katrina and Rita in 2005; and Baldwin County, AL, following Hurricane Ivan in 2004.

After Hurricane Charley in 2004, CrowderGulf was working throughout Florida when Ivan made landfall in the Florida Panhandle and coastal Alabama. In Baldwin County, AL, CrowderGulf responded within 24 hours upon NTP, clearing emergency routes, working alongside utility restoration crews and removing storm generated debris from County rights-of-way. We worked with Public Works Engineers, Emergency Management and Solid Waste staff, executing their Debris Management Plan to rapidly and efficiently open and maintain 10 DMS. As a result, approximately 2 million cubic yards of storm-related debris were removed and disposed of from Baldwin County alone. Concurrently, immediately after Hurricane Ivan, CrowderGulf was activated in Escambia County, FL, as well as numerous other municipalities in AL and FL. We were successful in the timely completion of all our contracts, to the satisfaction of our clients.

4. Equipment Resources



Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in Franklin County as quickly as possible. The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self-Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.



Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the County.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.

- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

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.



Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their equipment listed in our database, in relation to the State of Florida.

Subcontractor Information	Regional	FL	US. 2021
<u>Number of Registered Subcontractors</u>	<u>90</u>	<u>1035</u>	<u>3498</u>
Subcontractor Equipment	Regional	FL	US. 2021
Dump Trucks (16-65)	222	4979	19102
Pick up w/ dump trucks	72	1409	5142
Knuckle-boom trucks	20	518	3074
Wheel Loader 50hp – 150hp	121	1525	5933
5 ton Pickup truck	133	1563	7477
Hydraulic Excavator 50hp-150hp	165	1324	7147
Trailer Mounted floodlight	26	267	1761
Low-bed Trailer w/ tractor	49	491	2303
Water Truck	8	209	1106
Air Curtain Burner	6	92	436
Backhoe w/ loader 15	16	339	1917
Dozer, 2-3 yd. blade/root rake blade D7	79	672	3878
Grader, Motor, 12 ft. blade 130-140hp	10	160	842
Chipper	9	255	1453
Tub Grinder 300-400 hp & 800-1000 hp	7	19	1040
Self-loading trucks	29	966	4953
Skid steer 40 hp – 80 hp	108	1668	8560
C&D Walking Floor 80-110 CY	9	450	2027
Mulch Trailer 80-110 CY	10	249	1373
Bucket Trucks	6	887	3269
Barges	23	132	1296
Work Boats	29	201	1528
Vacuum Trucks	5	119	1824

Florida Subcontractor Statistics	Regional	FL
Small Business	54	723
M/WBE, HUB, SDB or Veteran Certified	52	448
Push Crews	44	452
Debris Haulers	64	791
Marine Debris	12	51
Haul Outs	3	49
Grinding	1	59
Burning	2	21
Concrete Reduction		6
Recycling	2	11
Hazardous Material		8
Tree Work	7	93



Equipment List

2021 CrowderGulf Company-Owned Equipment List			
DEBRIS REMOVAL TRUCKS			
Year	Make	Model	VIN
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCCCH25K937391
2002	Kenworth	Debris/Combo	1NKDLB0X72J884158
2013	Peterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2014	Peterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Peterbilt	389 Debris/Combo	1XPXD49X4DD192224
2016	Peterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2017	Peterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Peterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Peterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2018	Peterbilt	389 Debris/Combo	1XPXDPOX8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730
SEMI TRUCKS			
Year	Make	Model	VIN
2017	Mack	CHU613	1M1AN07Y0HM026412
2017	Mack	CHU613	1M1AN07Y8HM025816
2017	Mack	CHU613	1M1AN07Y6HM026415
2017	Mack	CHU613	1M1AN07Y0HM026409
2017	Mack	CHU613	1M1AN07Y4HM025814
2013	Mack	CHU613	1M1AN07Y7DM013439
2014	Mack	CHU613	1M1AN07Y2EM015665
2013	Mack	CHU613	1M1AN07Y6DM013416
2006	Kenworth	T800	1XKDPBTX96J145904
2014	Mack	CHU613	1M1AN07YOEM015664
2012	Kenworth	T800	1XKDD49X3CJ309350
PICK UP TRUCKS			
TYPE		# OF TRUCKS	
½ Ton 1500 or Equivalent Pick Up		14	
¾ Ton 2500 or Equivalent Pick Up		9	
1 Ton 3500 or Equivalent Pick Up		11	
Greater than 1 Ton or Equivalent Pick Up		7	



TRAILERS			
Year	Make	Model	VIN
2018	Clement Monstar	End Dump	5C2BR45BXJM010613
2018	Clement Scrapstar	End Dump	5C2BF37B0JM010653
2018	Clement Scrapstar	End Dump	5C2BF37B2JM010654
2017	Clement	End Dump	5MADN4024FC033420
2005	Benson	End Dump	5DMDSAGC45M000757
2005	Mac	End Dump	5MADS35385C008667
2018	Stealth	End Dump	52LBE1627JE06410
1997	Vantage	End Dump	4EPAA029VATA1459
1997	Vantage	End Dump	4EPAA4024VATA1515
1997	Vantage	End Dump	4EPAA021VATA1536
1997	Vantage	End Dump	4EPAA4022VATA1545
2018	Brazos	Scrapper/End Dump	4B9BKDL29JH054106
2018	Brazos	Scrapper/End Dump	4B9BKDLL24JH054126
2002	MAC	End Dump	5MADS363130005105
1995	USTS	End Dump	1U9DS3637S1051511
2005	MAC	End Dump	5MADS353050009294
2001	MAC	End Dump	5MADS356321C00439
1994	Benson	End Dump	1NUDT38P8RMAS0247
1995	Vantage	End Dump	4EPAA3922SATA0615
1987	ACCURATE IND.	End Dump	1A9754025H4037546
1990	Tristar	End Dump	1T9DS36C8L1066822
1998	USTS	End Dump	1U9DS3229W1051699
2001	Benson	End Dump	5DMDSAHC41P000376
1993	JBEN	End Dump	9DT3626PPJBB021
2007	Palmar	Dump Trailer	4R7BD1624HT163081
2018	Mac	Walking Floor	5MAMN4821JW044659
2016	Titan	Walking Floor	2TVWF4826GD000602
2018	Mac	Walking Floor	5MAMN4823JW045280
2011	Rolls Rite	Tilt Top	1R9PT2229BM356115
2017	Rolls Rite	Tilt Top	1R9BT222XHM356286
2018	Rolls Rite	Tilt Top	1R9PT2227JM356001
2016	Talbert	Roll-Back	40FG05336G1035421
1999	Dynawell	Lowboy	HU181DGX7X1X38407
2017	Talbert	Lowboy	40FSK5132H1035957
2017	Talbert	Lowboy	40FSK5239H1035971
2018	Transcraft	Step Deck	1TTE532C8J3070477
2018	Transcraft	Step Deck	1TTE532C1J3083796



WHEEL LOADERS			
Year	Make	Model	VIN
2003	CAT	924G	09SW01095
2003	Komatsu	WA180	2MCA88062
2005	CAT	928G	6XR02028
1998	CAT	962G	5AS00263
2004	CAT	IT28G	DBT01424
2001	CAT	924G	9SW02009
2004	John Deere	644H	DW644HX586668
2004	John Deere	724H	DW24JX590345
2005	CAT	IT38	CSX00926
2005	CAT	924G	DDA2478
2006	CAT	924G	DDA02934
2007	CAT	950G	2JS00604
2009	CAT	930H	DHC01497
2014	CAT	924G	9SW01859
2011	CAT	930H	DHC02274
2014	CAT	908H	CAT0908HJJRD01594
2016	CAT	908M	CAT0908MJH8801071
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2015	CAT	914K	CD2000596
2017	John Deere	644K	1DW644KZJHF680047
2018	CAT	908M	CAT0908MCH8802397
EXCAVATORS			
Year	Make	Model	VIN
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2017	John Deere	60G Mini	1FF060GXKGG288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
1990	John Deere	70D	CK0070DD009556
2001	John Deere	330LC	FF0330X0870719
2001	John Deere	200LC	FF0200X500888
2000	John Deere	160LC	POO160X041413
2001	Komatsu	PC60	58212
2002	Hitachi	EX120	1E8P057533
2002	Hitachi	EX120	1E8P057534
1999	Bobcat	331X	512918815
2001	Bobcat	331X	512918429
2003	Komatsu	PC35	4207
1999	Kobelco	SK220LC	LLU2438

EXCAVATORS			
Year	Make	Model	VIN
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014
2002	JD	200C-LC	FF200CX505406
2004	CAT	330CL	DKY 02901
2001	Case	9007B	DAC0072321
2005	CAT	325CL	CAT0325CVCRB01486
2001	CAT	320CL	PAB04298
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383
2007	Cat	328D LCR	GTN139
2008	Kubota	KX913R1S	31194
2006	Kobelco	SK70SR-1E	YT0408468
2007	Cat	302.5	CAT3025CJGBB01604
2008	Cat	321 CL CR	MCF00918
2005	John Deere	450C - LC	FF450CX091778
2009	Cat	322CL	HEK00647
2008	Cat	330D	HAS292
2006	Volvo	EC140BLC	EC140V12265
2010	John Deere	120-C	FF120CX036343
2009	Cat	314CL CR	PCA01891
2010	Cat	328D CLR	CAT0328DTGTN00403
2011	John Deere	35D	1FF035DXJBG266218
LOADER - BACKHOE			
Year	Make	Model	VIN
1999	CAT	426	1ZR00479
2001	Kubota	L35	L3560624
2003	John Deere	310SG	TO310SG909356
2005	JS	310E	TO310EX853300
2001	CAT	416C	4ZN20996
2004	CAT	416D	4ZN24364
2004	John Deere	310E	TO310EX884694
2004	CAT	416C	5YN06630
2006	CAT	416C IT	1WR10173
2006	CAT	420D	FDP26873
2006	John Deere	310G	T0310GX937710
2001	CAT	416C	4ZN24603

DOZERS			
Year	Make	Model	VIN
1992	John Deere	450G	T0450GF87820
1999	John Deere	750H	T0750CX877301
2004	CAT	D3JXL	CAT00D3GCJMH00732
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2004	CAT	D6N	CAT00D6NVALY00800
1999	John Deere	450H	T0450HX922582
2004	John Deere	550H	T0550HX937488
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2006	John Deere	450-JLT	T0450JX122072
2001	John Deere	450J	T0450JX103785
2008	Komatsu	D39PX-22	3059
2006	CAT	D3GLGP	BYR01437
2010	CAT	D5K LGPARO	CAT00D5KJYYYY00703
2008	CAT	D3K LGP	LLL00568
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388
2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003
FORK LIFTS			
Year	Make	Model	VIN
2000	CAT	V80F	9NF00658
1997	Hyster	H50XL	A177B31212K
2000	JCB	506	578972
1995	Nissan	50	PF02-9H3269
2001	CAT	GC25	4FM04520
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
1999	CAT	CG25	4EM91233
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516
1997	Terex	TH1048C	TH1006A-8401
2005	JCB	930	SLP930025E0824674



GENERATORS			
Year	Make	Model	VIN
	Onan Genset	50D6CA	6920476659
1999	Nissha	NES25SIA	XJ010300
1999	Nissha	NES60SIA	KF010300
2004	Dewalt	4300	GCO44627903DGC4300
2003	Coleman	9110619	DMO545005
2006	Miller Bobcat	250NT	LC492887
2006	Miller Bobcat	250NT	LE209010
2006	Miller Bobcat	250NT	LF205099
2011	Generac	97A06245-S	2038141
2007	Miller Bobcat	250NT	LC574759
2013	Honda	6500Watt	EAPC-1010707
2011	Magnum	MMG55FH 45kW	800390
2011	Magnum	MMG35FH 25kW	73344
2011	Magnum	MMG35FH 25kW	73345
2011	Magnum	MMG35FH 25kW	73318
SKID STEER LOADERS			
Year	Make	Model	VIN
1997	Bobcat	763	512222048
2001	Bobcat	763	512217575
1996	Bobcat	873	514120441
2002	CAT	236	CAT00236J4YZ04709
2005	Bobcat	T300	521912526
2007	Caterpillar	262B	PDT01685
	Caterpillar	277C	CAT0277CTJWF00578
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2010	Caterpillar	268B	CAT0268BJLBA01424
2010	Caterpillar	299C HF	MBT01588
2011	Bobcat	T300	525415845
2008	JD	650-J	T0650JX173003
2016	Cat	279D	CAT0279DEGTL03016
2018	Cat	299D	CAT0299DLFD203290



MARINE DIVISION			
Year	Make	Vessel #	Capacity
2003	27' Scout Boat	010 / Bayou Bandit	12,000 lbs.
1990	24' Debris Boat	015 / Betsie	16,000 lbs.
1995	18' Vessel	018 / Trisha	Personnel Only
1990	Debris Boat	002 / Bertram	12,000 lbs.
2001	24' Flat Boat w/Boom	001 / Pamela	18,000 lbs.
2003	18' Deck Boat w/Boom	002 / Decker	16,000 lbs.
2004	27" Deck Boat w/Boom	009 / BT Express	20,000 lbs.
2011	32' Deck Boat w/Boom	020 / CG Girl	24,000 lbs.
1999	30' Picker Barge	022 / Johnzey	18,000 lbs.
BARGES			
Size	Type - Material	Capacity	Notes
24'x8'	Debris Barge - Fiberglass	8,000 lbs.	Shallow Draft Barge
28'x8.5'	Debris Barge - Aluminum	12,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Steel	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Fiberglass	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Aluminum	14,000 lbs.	Shallow Draft Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple - Steel	20,000 lbs.	Shallow Draft Barge
48'x12'	12" Hyd Dredge - Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge - Steel	40,000 lbs.	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple - Steel	24,000 lbs.	Shallow Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge

Unit Cost Fee Rate Schedule

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MOBILIZATION AND DEMOBILIZATION</u>	L.S.	\$0.00

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY</u>		
Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	\$55.00
Bucket Truck - 50 Ft.	Hour	\$130.00
Bucket Truck - 50' to 75'	Hour	\$185.00
Chipper w/2-man Crew	Hour	\$125.00
Crane - 100 Ton (8 Hr. Minimum)	Hour	\$260.00
Crane - 50 Ton	Hour	\$180.00
Crane 30 Ton or larger	Hour	\$130.00
Dozer -D-6 or equivalent	Hour	\$130.00
Dozer-CAT D4 or equivalent	Hour	\$120.00
Dozer-Cat D8 or equivalent	Hour	\$160.00
Dump Truck - 5 CY	Hour	\$50.00
Dump Truck - Trailer, 50-80 cubic yard	Hour	\$130.00
Dump Truck-Tandem, 14-18 cubic yard	Hour	\$85.00
Dump Truck-Trailer, 24-40 CY	Hour	\$95.00
Dump Truck-Trailer, 41-60 CY	Hour	\$130.00
Dump Trailer w/Tractor, 30 to 40 CY	Hour	\$145.00
Dump Trailer w/Tractor, 41 to 50 CY	Hour	\$160.00
Dump Trailer w/Tractor, 51 to 60 CY	Hour	\$160.00
Dump Truck - 10 to 15 CY	Hour	\$70.00
Walking Floor Trailer w/Tractor, 100CY	Hour	\$195.00
Equipment Transports	Hour	\$140.00
Excavator - Cat 320 or equivalent	Hour	\$145.00
Excavator - Cat 325 or equivalent	Hour	\$150.00
Excavator - Cat 330 or equivalent	Hour	\$160.00
Excavator - Rubber Tired with debris grapple	Hour	\$180.00

This document in its entirety must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule (Page 2 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Farm Tractor w/Box blade	Hour	\$55.00
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	\$120.00
Forklift - Extends Boom with debris grapple	Hour	\$85.00
Jetter Vac Truck	Hour	\$180.00
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	\$120.00
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	\$150.00
Loader - Knuckle boom -216 Prentice or equivalent	Hour	\$140.00
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$175.00
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$180.00
Loader - Skid Steer-753 Bobcat w/Bucket or equivalent	Hour	\$120.00
Loader - Steer-753 Bobcat Skid with Street Sweeper or equivalent	Hour	\$120.00
Loader - Towed w/Tractor, Prentice 210 or equivalent	Hour	\$105.00
Loader - Wheel JD 644, or equivalent, with debris grapple or equivalent	Hour	\$160.00
Loader - Wheel, Cat 955 or equivalent	Hour	\$160.00
Loader - Wheel, Cat 966 or equivalent	Hour	\$175.00
Loader - Wheel, JD 644, 2-3 CY Articulated w/Bucket or equivalent	Hour	\$160.00
Log skidder-JD 648E, or equivalent	Hour	\$100.00
Motor Grader-CAT 125 - 140HP or equivalent	Hour	\$100.00
Pickup Truck - Unmanned	Hour	\$40.00
Portable Light Plant	Hour	\$40.00
Power Screen	Hour	\$150.00
Loader-Self, Scraper CAT 623 or equivalent	Hour	\$150.00
Stacking Conveyor	Hour	\$80.00
Stump Grinder/ Vermeer 252 or equivalent	Hour	\$100.00
Street Sweeper	Hour	\$80.00
Sweeper – open air broom	Hour	\$80.00
Track hoe 690 J.D. or equivalent	Hour	\$130.00

Unit Cost Fee Rate Schedule (Page 3 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)		
Truck - 1 ton Pickup	Day	\$350.00
Truck - 1/2-ton Pickup	Day	\$200.00
Truck - 3/4-ton Pickup	Day	\$250.00
Truck - 6 Wheel Drive Heavy Off Roads	Hour	\$110.00
Truck - Box	Day	\$125.00
Truck - Service	Hour	\$85.00
Truck - Supplies	Hour	\$55.00
Truck - Water	Hour	\$85.00
Utility Van	Day	\$270.00
Other (List)		
Other (List)		
Other (List)		

Unit Cost Fee Rate Schedule (Page 4 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
DEBRIS REMOVAL SERVICES		
Debris Removal from Event Site and Hauling to DMS 0-30 Miles.	CY	\$8.60
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	\$9.50
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	\$3.95
Debris Removal from Event Site and Hauling to DMS 31-60 Miles.	CY	\$9.10
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	\$10.00
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	\$5.95
Debris Removal from Event Site and Hauling to DMS 61+ Miles.	CY	\$9.60
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	\$11.00
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	\$7.90
White Goods removal, segregation, and disposal at approved location*	Item	\$80.00
HAZWASTE removal, segregation, and packaging at DMS for disposal by others	Pound	\$7.25
Freon Management, Recycling and Disposal*	Per unit	\$40.00
Carcass Removal, Transportation and Disposal* (Removal of debris that will decompose such as animals or organic)	Pound	\$1.00
Waterway Debris Removal <i>Debris removal from canals, rivers, creeks, streams & ditches</i>	CY	\$90.00
Sand Collection and Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rack</i>	CY	\$16.00
Vessel Removal	Unit	\$600.00
Demolition of Private Structure	CY	\$14.95
Vehicle Removal	Unit	\$150.00
Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions</i>	Unit	\$40.00
Biowaste <i>Removal of waste capable of causing infection to humans (Animal waste, human blood, pathological waste)</i>	Pound	\$7.95

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge the Entity at cost. All final disposal sites must be approved by Entity.

Unit Cost Fee Rate Schedule (Page 5 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>TREE OPERATIONS, INCLUDING HAULING</u>		
Hazardous Trees Removal 6" diameter to 12" diameter Note	Tree	\$40.00
Hazardous Trees Removal >12" diameter to 24" diameter Note	Tree	\$90.00
Hazardous Trees Removal >24" diameter to 36" diameter Note	Tree	\$160.00
Hazardous Trees Removal >36" to 48" Note	Tree	\$210.00
Hazardous Trees Removal >48" + Note	Tree	\$300.00
Hazardous Limbs Removal >2" Note	Tree	\$90.00
Hazardous Stumps Removal >24" – 36"	Stump	\$225.00
Hazardous Stumps Removal >36" – 48"	Stump	\$280.00
Hazardous Stumps >48" +	Stump	\$335.00
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	\$16.00

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MANAGEMENT AND REDUCTION</u>		
Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.98
Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	\$2.00
Open Burning <i>Opening burning vegetative debris</i>	CY	\$1.20
Compacting <i>Compacting vegetative debris</i>	CY	\$2.00
Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	\$1.20

Tipping Fees at Franklin County Landfill

Vegetation \$45.00/TON

All Other Debris \$65.00/TON

Note for Tree Line Items - this rate is for cut and drop only. All remaining debris to be hauled under ROW rates.

TIPPING / DISPOSAL FEES FOR ALL LINE ITEMS WILL BE A PASS THROUGH COST TO COUNTY / CITY AT NO MARKUP.

Unit Cost Fee Rate Schedule (Page 6 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>FINAL DISPOSAL</u>		
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass-through amount for vegetative</i>	CY	PASS THROUGH
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass-through amount for mix</i>	CY	PASS THROUGH
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass-through amount for C&D</i>	CY	PASS THROUGH

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	\$15.00
Staked Silt Fence	LF	\$13.00
Fill Dirt	CY	\$17.00
Tree Protection, as required	LF	\$10.00
Dewater, as required	Hour	\$110.00
Bagged Ice, 50/100 lbs.	per	\$0.60 Per LB
Bottled Water, Palletized Truck Load	Lb.	\$1.00 per Bottle
Bulk Water, Tanker	Gal	\$1.60
Water Tanker for Bulk Water, Tanker Per Day	Gal	\$1,500.00
Light Tower w/Generator	Day	\$225.00
Office Trailer, 40 ft	Day	\$350.00
Portable Toilet, Single	Day	\$50.00
Portable Toilet, Single	Week	\$150.00

Unit Cost Fee Rate Schedule (Page 7 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
PERSONNEL RATES		
Traffic Control Personnel	Hour	\$40.00
Laborer	Hour	\$40.00
Survey Person w/Truck	Hour	\$50.00
Inspector w/Vehicle	Hour	\$50.00
Chainsaw w/Operator	Hour	\$48.00
Foreman w/Truck	Hour	\$58.00
Superintendent w/Truck	Hour	\$64.00
Climber w/Gear	Hour	\$125.00
Mechanic w/Truck and Tools	Hour	\$95.00
Ticket Writers / Individual	Hour	\$38.00
Clerical / Individual	Hour	\$38.00
Program Management Services – Professional	Hour	\$85.00
Program Management Services – Administrative	Hour	\$45.00
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

Unit Cost Fee Rate Schedule

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MOBILIZATION AND DEMOBILIZATION</u>	L.S.	\$0.00

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY</u>		
Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	\$55.00
Bucket Truck - 50 Ft.	Hour	\$130.00
Bucket Truck - 50' to 75'	Hour	\$185.00
Chipper w/2-man Crew	Hour	\$125.00
Crane - 100 Ton (8 Hr. Minimum)	Hour	\$260.00
Crane - 50 Ton	Hour	\$180.00
Crane 30 Ton or larger	Hour	\$130.00
Dozer -D-6 or equivalent	Hour	\$130.00
Dozer-CAT D4 or equivalent	Hour	\$120.00
Dozer-Cat D8 or equivalent	Hour	\$160.00
Dump Truck - 5 CY	Hour	\$50.00
Dump Truck - Trailer, 50-80 cubic yard	Hour	\$130.00
Dump Truck-Tandem, 14-18 cubic yard	Hour	\$85.00
Dump Truck-Trailer, 24-40 CY	Hour	\$95.00
Dump Truck-Trailer, 41-60 CY	Hour	\$130.00
Dump Trailer w/Tractor, 30 to 40 CY	Hour	\$145.00
Dump Trailer w/Tractor, 41 to 50 CY	Hour	\$160.00
Dump Trailer w/Tractor, 51 to 60 CY	Hour	\$160.00
Dump Truck - 10 to 15 CY	Hour	\$70.00
Walking Floor Trailer w/Tractor, 100CY	Hour	\$195.00
Equipment Transports	Hour	\$140.00
Excavator - Cat 320 or equivalent	Hour	\$145.00
Excavator - Cat 325 or equivalent	Hour	\$150.00
Excavator - Cat 330 or equivalent	Hour	\$160.00
Excavator - Rubber Tired with debris grapple	Hour	\$180.00

This document in its entirety must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule (Page 2 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)		
Farm Tractor w/Box blade	Hour	\$55.00
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	\$120.00
Forklift - Extends Boom with debris grapple	Hour	\$85.00
Jetter Vac Truck	Hour	\$180.00
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	\$120.00
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	\$150.00
Loader - Knuckle boom -216 Prentice or equivalent	Hour	\$140.00
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$175.00
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$180.00
Loader - Skid Steer-753 Bobcat w/Bucket or equivalent	Hour	\$120.00
Loader - Steer-753 Bobcat Skid with Street Sweeper or equivalent	Hour	\$120.00
Loader - Towed w/Tractor, Prentice 210 or equivalent	Hour	\$105.00
Loader - Wheel JD 644, or equivalent, with debris grapple or equivalent	Hour	\$160.00
Loader - Wheel, Cat 955 or equivalent	Hour	\$160.00
Loader - Wheel, Cat 966 or equivalent	Hour	\$175.00
Loader - Wheel, JD 644, 2-3 CY Articulated w/Bucket or equivalent	Hour	\$160.00
Log skidder-JD 648E, or equivalent	Hour	\$100.00
Motor Grader-CAT 125 - 140HP or equivalent	Hour	\$100.00
Pickup Truck - Unmanned	Hour	\$40.00
Portable Light Plant	Hour	\$40.00
Power Screen	Hour	\$150.00
Loader-Self, Scraper CAT 623 or equivalent	Hour	\$150.00
Stacking Conveyor	Hour	\$80.00
Stump Grinder/ Vermeer 252 or equivalent	Hour	\$100.00
Street Sweeper	Hour	\$80.00
Sweeper – open air broom	Hour	\$80.00
Track hoe 690 J.D. or equivalent	Hour	\$130.00

Unit Cost Fee Rate Schedule (Page 3 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)		
Truck - 1 ton Pickup	Day	\$350.00
Truck - 1/2-ton Pickup	Day	\$200.00
Truck - 3/4-ton Pickup	Day	\$250.00
Truck - 6 Wheel Drive Heavy Off Roads	Hour	\$110.00
Truck - Box	Day	\$125.00
Truck - Service	Hour	\$85.00
Truck - Supplies	Hour	\$55.00
Truck - Water	Hour	\$85.00
Utility Van	Day	\$270.00
Other (List)		
Other (List)		
Other (List)		

Unit Cost Fee Rate Schedule (Page 4 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
DEBRIS REMOVAL SERVICES		
Debris Removal from Event Site and Hauling to DMS 0-30 Miles.	CY	\$8.60
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	\$9.50
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	\$3.95
Debris Removal from Event Site and Hauling to DMS 31-60 Miles.	CY	\$9.10
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	\$10.00
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	\$5.95
Debris Removal from Event Site and Hauling to DMS 61+ Miles.	CY	\$9.60
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	\$11.00
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	\$7.90
White Goods removal, segregation, and disposal at approved location*	Item	\$80.00
HAZWASTE removal, segregation, and packaging at DMS for disposal by others	Pound	\$7.25
Freon Management, Recycling and Disposal*	Per unit	\$40.00
Carcass Removal, Transportation and Disposal* (Removal of debris that will decompose such as animals or organic)	Pound	\$1.00
Waterway Debris Removal <i>Debris removal from canals, rivers, creeks, streams & ditches</i>	CY	\$90.00
Sand Collection and Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rock</i>	CY	\$16.00
Vessel Removal	Unit	\$600.00
Demolition of Private Structure	CY	\$14.95
Vehicle Removal	Unit	\$150.00
Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions</i>	Unit	\$40.00
Biowaste <i>Removal of waste capable of causing infection to humans (Animal waste, human blood, pathological waste)</i>	Pound	\$7.95

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge the Entity at cost. All final disposal sites must be approved by Entity.

Unit Cost Fee Rate Schedule (Page 5 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>TREE OPERATIONS, INCLUDING HAULING</u>		
Hazardous Trees Removal 6" diameter to 12" diameter <i>Note</i>	Tree	\$40.00
Hazardous Trees Removal >12" diameter to 24" diameter <i>Note</i>	Tree	\$90.00
Hazardous Trees Removal >24" diameter to 36" diameter <i>Note</i>	Tree	\$160.00
Hazardous Trees Removal >36" to 48" <i>Note</i>	Tree	\$210.00
Hazardous Trees Removal >48" + <i>Note</i>	Tree	\$300.00
Hazardous Limbs Removal >2" <i>Note</i>	Tree	\$90.00
Hazardous Stumps Removal >24" – 36"	Stump	\$225.00
Hazardous Stumps Removal >36" – 48"	Stump	\$280.00
Hazardous Stumps >48" +	Stump	\$335.00
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	\$16.00

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MANAGEMENT AND REDUCTION</u>		
Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.98
Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	\$2.00
Open Burning <i>Opening burning vegetative debris</i>	CY	\$1.20
Compacting <i>Compacting vegetative debris</i>	CY	\$2.00
Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	\$1.20

Tipping Fees at Franklin County Landfill

Vegetation \$45.00/TON

All Other Debris \$65.00/TON

Note for Tree Line Items - this rate is for cut and drop only. All remaining debris to be hauled under ROW rates.

TIPPING / DISPOSAL FEES FOR ALL LINE ITEMS WILL BE A PASS THROUGH COST TO COUNTY / CITY AT NO MARKUP.

Unit Cost Fee Rate Schedule (Page 6 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>FINAL DISPOSAL</u>		
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass-through amount for vegetative</i>	CY	PASS THROUGH
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass-through amount for mix</i>	CY	PASS THROUGH
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass-through amount for C&D</i>	CY	PASS THROUGH

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	\$15.00
Staked Silt Fence	LF	\$13.00
Fill Dirt	CY	\$17.00
Tree Protection, as required	LF	\$10.00
Dewater, as required	Hour	\$110.00
Bagged Ice, 50/100 lbs.	per	\$0.60 Per LB
Bottled Water, Palletized Truck Load	Lb.	\$1.00 per Bottle
Bulk Water, Tanker	Gal	\$1.60
Water Tanker for Bulk Water, Tanker Per Day	Gal	\$1,500.00
Light Tower w/Generator	Day	\$225.00
Office Trailer, 40 ft	Day	\$350.00
Portable Toilet, Single	Day	\$50.00
Portable Toilet, Single	Week	\$150.00

Unit Cost Fee Rate Schedule (Page 7 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
PERSONNEL RATES		
Traffic Control Personnel	Hour	\$40.00
Laborer	Hour	\$40.00
Survey Person w/Truck	Hour	\$50.00
Inspector w/Vehicle	Hour	\$50.00
Chainsaw w/Operator	Hour	\$48.00
Foreman w/Truck	Hour	\$58.00
Superintendent w/Truck	Hour	\$64.00
Climber w/Gear	Hour	\$125.00
Mechanic w/Truck and Tools	Hour	\$95.00
Ticket Writers / Individual	Hour	\$38.00
Clerical / Individual	Hour	\$38.00
Program Management Services – Professional	Hour	\$85.00
Program Management Services – Administrative	Hour	\$45.00
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

Franklin County Non-exclusive Contract for Debris Removal and Disposal Services

THIS CONTRACT, including Attachment A (Submitted Proposal for Franklin County RFP Debris Removal, dated June 14, 2021), is made this the 7th day of September 2021, by and between **SDR** (herein referred to as "**Contractor**") and the **County of Franklin** a political subdivision of the **State of Florida** (herein referred to as "County").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal of qualified storm debris eligible for removal pursuant to law within the unincorporated limits of **Franklin County** during a declared state of emergency and

WHEREAS, the provision of recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event during a declared state of emergency is beneficial to the public; and

WHEREAS, **Franklin County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon Franklin County by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; risk during declared emergencies; and

WHEREAS, the immediate economical and efficient recovery of **Franklin County** and its citizens is a concern and priority during recovery; in a fiscally prudent and publicly responsible manner subject to the public's trust; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **SDR** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services in a fiscally sound and prudent manner; and

WHEREAS, **Franklin County** and **SDR** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 Services

1.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials

and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

This is a non-exclusive contract. Franklin County has other debris removal contractors. This Agreement does not guarantee the contractor that its services will be utilized during a declared emergency and, if activated, does not guarantee that the contractor will receive any minimum amount of debris to remove. Contractor may be required to work with one or more other debris removal contractors depending upon the extent of debris which accumulates during a declared state of emergency.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other right-of-ways and public-school properties, including any other locally owned facility or site as may be directed by the County. Contracted services will only be performed when requested and as designated by the County. **Contract excludes Cities and non-public properties.**

1.2 Emergency Push / 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 County. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the County when directed to do so by the County. The Contractor shall use reasonable care not to damage any County or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the County may either bill the Contractor for the damages or withhold funds due to the Contractor.

1.4 Demolition of Structures (if implemented by Franklin County):

The Contractor will remove structures designated for removal by and at the direction of the County. The Contractor agrees to remove in a timely manner all structures as determined by the County as set out in Section 1.1 of this Contract.

1.5 Private Property Waivers: County excludes private property.

1.6 Disaster Recovery Duty Performance:

The Contractor will perform disaster recovery duties to assist appointed officials within the County. This service may include Debris Program assistance as required by the County. This is the concept of complete recovery support where the Contractor would assist a local government applicant on aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the County officials.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the County may be rejected without costs. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

2.1.1 Cooperation:

The Contractor agrees that it shall reasonably cooperate with Franklin County's Debris Monitoring service provider as directed by the County.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the County, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor will utilize the service of local subcontractors, where feasible, and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the County.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the County from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including reasonable attorney's fees at both the trial and appellate level) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance:

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the County, as additional insured, while working within the boundaries of the County.

2.3.4 Worker's Compensation:

- ◆ **As required by law.**

2.3.5 Automobile Liability:

- ◆ **As required by law.**

2.3.6 Comprehensive General Liability:

- ◆ **As required by law-** and shall be in the minimum amount of \$300,000.00 per occurrence. Franklin County shall be named as an additional insured on same policy of insurance.

2.3.7 Insurance Cancellation/ Renewal:

The Contractor will notify the County at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the County at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the County's designated Contract Representative within 24 hours following the activation of this contract. The Contractor's Representative shall have the full and unrestricted authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 72 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds:

Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract. A penalty of \$100 per day thereafter shall be imposed for the failure to deliver written evidence of such bonds to the County.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor or as otherwise determine exclusively by Franklin County.

3.5.1 Extensions (optional):

In as much as this is a “time is of the essence” based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by unreasonable actions of the County, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is extended by such delay. This Contract may be extended by mutual consent of both the County and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for two (2) consecutive years, beginning on the date of acceptance by and signatures of the County and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s). **The County shall have the right to refuse amendments unilaterally and such refusal shall be final.**

3.8 Contract Termination:

This Contract shall terminate upon 30 days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 County Obligations:

The County shall furnish all information and documents necessary for the commencement of contracted services. **Any written Notice to Proceed received by contractor from the primary point of contact for the County shall be valid.** A representative will be designated by the County to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The County is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the County with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting of all operations in a satisfactory level of workmanship. All work shall be in compliance with all federal, state and local laws, rules and regulations. The Contractor shall exhibit respect for the citizens and their individual private properties. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety

program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the County's Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris (optional):

The County will decide at what stage to relinquish ownership of debris, including regulated hazardous waste, to the Contractor for removal and lawful final disposal to its legal final location. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the County, the Contractor shall be responsible for determining and executing the method and manner for lawful final disposal of all eligible debris, including regulated household hazardous waste. The primary location of the reduction and disposal site(s) shall be determined. Other sites may be utilized as directed and/or approved by the County.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Boundary

The geographic boundary for work by the Contractor's crews shall be as directed by the County and will be limited to properties located within the County's legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall

be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County in writing. Should operation of equipment be required outside of the public ROW, the County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the County a certified report, , in compliance with all federal, state and local laws, rules and regulations, indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the County and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the County.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard** (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted

and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted from 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to the Contractor.

5.9 Household Hazardous Wastes:

The Contractor shall set aside and reasonably protect all household hazardous waste encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Household Hazardous Waste Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the County.

5.10 Stumps:

The Contractor shall, to every extent possible, give priority to utilizing resources within the County. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.11 Utilizing Local Resources:

The Contractor shall, to every extent possible, give priority to utilizing resources within the County. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended.

The Contractor will provide such safety equipment, training and supervision as may be required by the County and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the County or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The County will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS AND DOCUMENTATION

6.1 Accountable Debris Load Forms: Subject to 7.6.1

The County shall accept the serialized original load ticket produced by the County's monitoring representative as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). **The County reserves the right to challenge the Contractor's accounting system,** including any one or more load tickets produced by that system. In the event of a challenge to the accounting system or any one or more load tickets produced by that system, the contractor shall reasonably cooperate by providing, at its expense, such written documentation, electronic information and personnel as are reasonably necessary as determined by the County to determine either the accuracy or inaccuracy of the accounting system or any one or more tickets produced by that system.

6.2 Reports:

The Contractor shall submit periodic, written reports to the County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and their hours on the jobs and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. Franklin County reserves the right to expand the scope of the daily reports, if experience in the field indicates that additional information is useful to the County in the performance of this contract.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the County.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the County in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the County, the Contractor shall prepare and submit, including re-preparing and re-submitting as necessary, a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the County. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or Government.

6.2.5 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the County and/or Government to support requests for debris project reimbursement from external funding sources.

6.2.6 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports,

records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.2.7 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer.

7.0 UNIT PRICES AND PAYMENTS

7.1 Debris Removal, Processing and Disposal:

In accordance with submitted proposal

7.2 Hourly Equipment, Labor and Materials:

In accordance with submitted proposal

7.3 Stump Conversion Table:

In accordance with submitted proposal

7.4 Billing Cycle:

The Contractor shall invoice the County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The County agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days. The County will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the County and/or Government as ineligible debris unless otherwise authorized.

7.6.1 Debris Eligibility:

Notwithstanding anything to the contrary in this contract, it is understood and agreed that Franklin County's obligations under this

contract shall be limited to, and not exceed, the dollar value of hurricane debris which Franklin County finally determines to be qualified for payment under this contract (Hereinafter "qualified debris"). Franklin County shall only pay the contractor for qualified debris according to the reimbursement rates as determined by standards as provided hereinafter below numbered 1-5. Furthermore, the parties agree that Franklin County's obligation to pay for hurricane debris that Franklin County finally determines does not qualify for reimbursement shall be limited to a maximum of \$10,000.00, regardless of the actual value of such non-qualifying debris. The standards for eligibility as provided herein shall be used by Franklin County in determining eligibility. To the extent there is a conflict between the other terms of this contract and such standards, the standards shall prevail.

For example: \$1,000,000.00 of hurricane debris is removed pursuant to the contract. Of that amount, Franklin County finally determines that \$300,000.00 is not qualified debris and that \$700,000.00 is qualified debris. Franklin County's obligation to pay for hurricane debris removed pursuant to the contract shall be limited to: \$700,000.00, plus \$10,000.00 for the non-qualified debris. Franklin County will have no obligation to pay \$290,000.00 of the hurricane debris which Franklin County finally determines is not qualified.

In order to comply with this stipulation (7.6.1), Contractor will not remove debris until the County and/or FEMA have declared debris eligibility in writing. Load tickets signed by County Monitor or County's representative will be deemed as eligible debris.

The Criteria for debris eligibility follows:

1. It must present an immediate threat to public safety and health, and
2. It must be a direct result of the declared event, and
3. It must originate from a maintained public property; such as a right of way, and
4. It must originate in Franklin County's legal jurisdiction and be Franklin County's legal responsibility at the time of the disaster, and
5. FEMA-322 Public Assistance Guide, and FEMA 325 The FEMA Debris Management Guide, as modified from time to time.

7.6.2 Eligibility Inspections:

The Contractor and County will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 and 7.6.1 of this Contract.

7.6.3 Eligibility Determinations:

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 County for such loads.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the County and the Contractor and subject to the review of the Government.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: **SDR**
109 White Oak Rd.
Greenville, SC 29609

COUNTY: **FRANKLIN COUNTY, FL**
Emergency Management Office
28 Airport Rd
Apalachicola, FL 32320

The laws of the **State of Florida** shall govern this Contract. Venue shall be in Franklin County, Florida.

8.2 Applicable Law:

The laws of the State of Florida shall govern this Contract. Exclusive venue shall be in Franklin County, Florida, and not in any other place.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may only be modified, amended or extended by a written instrument executed by both parties as per Section 8.1 of this Contract.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the **SDR** has caused this Contract to be signed in its corporate name by its authorized representative and Franklin County has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

SDR

County of Franklin, FL

By: _____

By: _____

Title:

Title: Chairman

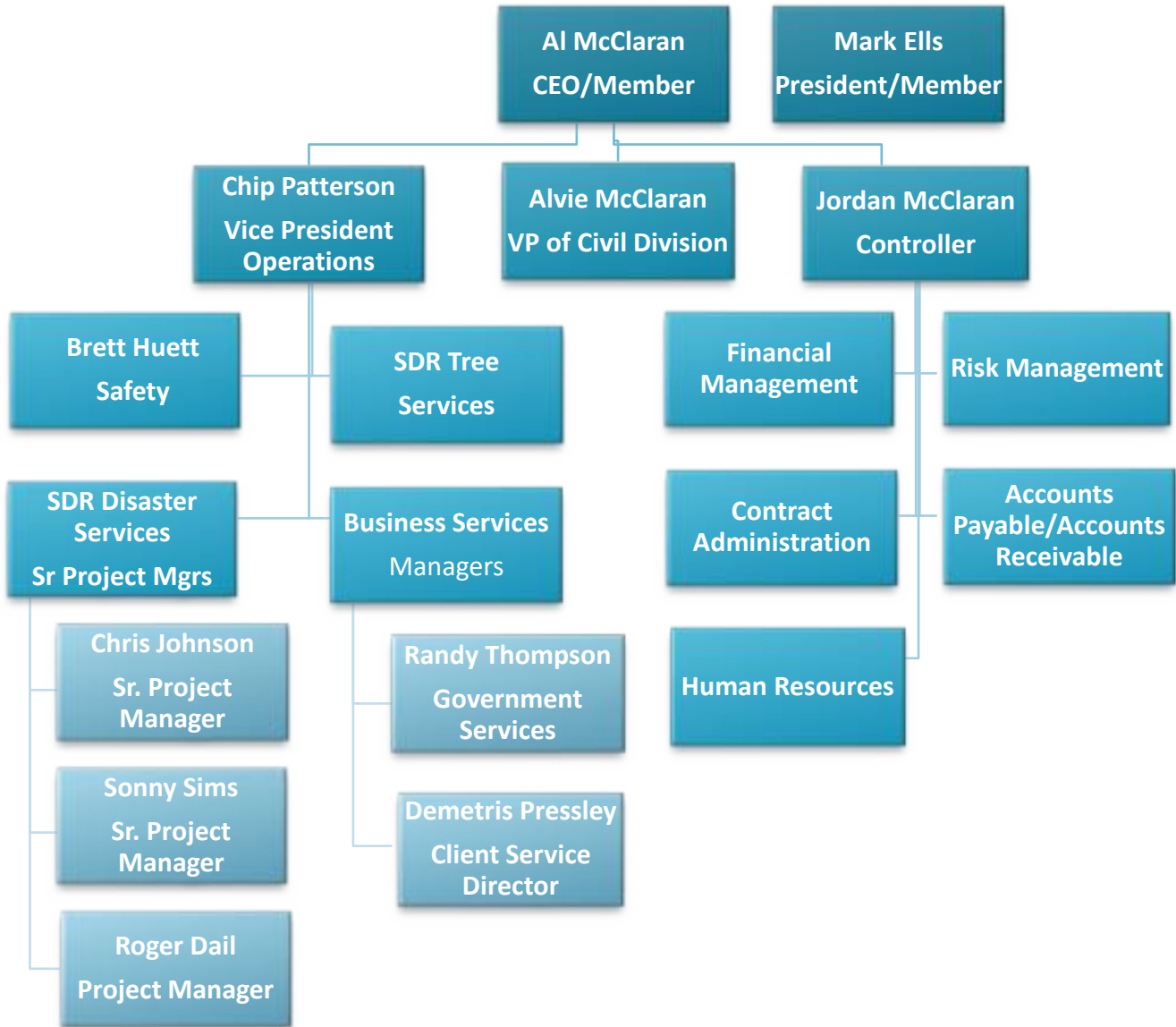
ATTEST:

ATTEST:



TAB E – PROPOSAL MATRIX

SDR CORPORATE ORGANIZATION STRUCTURE



COMPANY PROFILE

Legal Name of Firm:	<i>Southern Disaster Recovery, LLC</i>
Company Headquarters:	<i>109 White Oak Rd. Greenville, SC 29609</i>
Additional Office 1:	<i>2448 US Highway 411 Fairmount, GA 30139</i>
Additional Office 2:	<i>390 North Orange Avenue Suite 2300, Orlando, FL, US 32801</i>
Additional Office 3:	<i>222 Rice Mill Circle, Sunset Beach, NC 28468</i>
Type of Business:	<i>Limited Liability Company – S Corporation</i>
Business Size:	<i>Small Business</i>
State Organized:	<i>South Carolina</i>
Established:	<i>May 11, 2012</i>
Has been in Business	<i>9 years</i>
Employees	<i>12</i>
FEIN:	<i>45-5312400</i>
E-Verify:	<i>559716 8/24/2012</i>
DUNS Number:	<i>078499137</i>
Cage Code:	<i>6TXC1</i>
NAICS:	<i>562119</i>
Owners / Principals	<i>Al McClaran Mark Ells</i>
Authorized Representative:	<i>Al McClaran – CEO</i>
Point of Contact:	<i>Al McClaran – CEO</i>
Telephone Number:	<i>864-469-9776 (o); 864-561-7797 (c)</i>
Fax Number:	<i>864-469-9642</i>
Email:	<i>al@southerndr.com</i>
Website:	<i>www.southerndr.com</i>



LITIGATION SUMMARY

Southern Disaster Recovery (SDR) takes pride in completing the projects with which we are involved with the highest level of professionalism and integrity. We hold our subcontractors and our staff to a high standard of excellence. Because of the pre-planning put into every protocol and process we employ, the entities to which we are contracted expect and experience final outcomes that are both satisfactory and economically beneficial.

Southern Disaster Recovery can confidently state that our projects are completed safely, on time, and without consequent legal ramifications.

SDR can proudly attest:

- We are not currently involved in any legal claims, arbitrations, administrative hearings, or lawsuits.
- Within the last ten years, SDR has not been the defendant in any litigation involving debris removal operations.
- SDR has never brought suit against an entity for any contractual relationship with which we have been party.
- SDR is not currently debarred, nor has ever been debarred, from doing FEMA related work.
- SDR has no license sanctions.
- Within the last ten years, SDR has never had any contract terminations.

Our highest priority is to provide the necessary resources for your entity's full physical and economic recovery.



KEY PERSONNEL FOR FRANKLIN COUNTY, FL

Al McClaran – Member – Chief Executive Officer

Mr. McClaran is responsible for the day-to-day operations of Southern Disaster Recovery (SDR). He is knowledgeable in all aspects of FEMA criteria for debris recovery operations and has completed numerous courses with FEMA's Emergency Management Institute Independent Study Program. He works closely with Emergency Management and other government agencies both before and after disaster events. Prior to an event, he helps with readiness planning and preparation, including developing debris management plans and training government personnel in debris recovery operations. After disaster strikes, Mr. McClaran coordinates all aspects of the recovery and the documentation process to assure that the applicant receives the funding to which they are entitled. He has overseen debris removal projects following hurricanes, tornados, floods, wildfires, and winter storm disasters.

Chip Patterson – VP of Operations & Operations Manager

Robert "Chip" Patterson has over 30 years of experience in disaster management. Chip's career includes service as Chief of Operations in State Emergency Operations Centers in two states (North Carolina and Florida if the bid is either in NC or FL); organizing and leading disaster resources to support some of the largest natural disasters in the nation during the 90's. Chip also served as a local government appointed official for over 10 years where he was responsible for leading disaster operations and administering a number of grant programs including FEMA's Public Assistance Grant Program. His work in leading the nation's first local government to be accredited in emergency management and leading Incident Management Teams to support disaster operations in Hurricane Katrina and Hurricane Wilma. He has been leading disaster debris removal operations for the past 15 years and is responsible for SDR's disaster response and recovery operations.

Demetris Pressley –Client Service director

Demetris Pressley, SDR Senior Client Service, has over 18 years of experience in leading public works daily and disaster operations in Florida. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. Demetrius supports our clients with their disaster debris management readiness (plans, procedures, training or exercises) as well as immediate disaster debris clearance operations.

Sonny Sims – Senior Project Manager

Sonny Sims, SDR's Senior Project Manager, an experienced and Disaster Debris Removal Project Manager who is consistent in delivering client satisfaction in our safe practices, quality control and pace of work. Mr. Sims is an ISA certified Arborist, and has completed over 89 disaster debris removal projects over 30 years.

Randy Thompson – CEM, Director of Government Affairs

Randy Thompson has proven expertise in development and implementation of emergency management programs, plans, procedures and grant programs, as well as developing HSEEP training and exercises. Mr. Thompson is experienced in EOC operations, including crisis and consequence management of both manmade and natural hazards. He is knowledgeable in the National Strategy for Homeland Security and the National Response Framework at local, state and federal levels and served on national boards, including SAFECOM Emergency Response Council and the National Association of Counties (NACO.) He served in local government public safety for 32 years; with 10 years as the Brunswick County Emergency



Services Director. Randy has worked in disaster recovery/debris management for 9 years and is currently serving on the Brunswick County Board of County Commissioners.

Roger Dail – Project Manager

Experienced Emergency Services Director with a successful track record of overseeing a progressive program through the use of strong leadership and relationship-building skills for 30 years +. Awarded the Order of the Long Leaf Pine by the Governor, awarded \$7.4 M from North Carolina 911 Board for the consolidation of the Lenoir and Jones Counties communication centers and Management Association leadership.

Jordan McClaran – Controller

Mr. Jordan McClaran manages accounts payable and provide weekly progress payment reports to subcontractors ensuring on-time progress payments. Attentive to detail and committed to accuracy, ensuring SDR clients are served with integrity and efficiency. Oversees an office staff who supplement his skills, further extending the overall precision with which disaster response and recovery project records are maintained. The administrative operations of SDR often receive high praise from the clients served, stating records are correct, often requiring little review or oversight.

Name	Title	Phone	Email address
Al McClaran	Owner/Chief Executive Officer	864-591-7797	al@southerndr.com
Jordan McClaran	Controller/Data Tracking	864-469-7797	jordan@southerndr.com
Chip Patterson	VP of Operations Operations Manager	904-334-9690	chip@southerndr.com
Demetris Pressley	Client Services	386-479-2298	demetris@southerndr.com
Sonny Sims	Senior Project Manager	864-901-0283	sonny@southerndr.com
Randy Thompson	Director of Government Affairs	910-398-1818	randy@southerndr.com
Roger Dail	Senior Project Manager	252-775-8468	roger@southerndr.com
Brett Huet	Safety Manager	619-213-4431	bhuet@southerndr.com



Al McClaran
CEO

PROFILE

- Focuses on integrity, honesty, efficiency, and the safe completion of any endeavors SDR undertakes Implementing strategies and operations for disaster recovery services.
- Oversaw the debris recovery and management of 15 projects because of Hurricane Irma and 19 projects from Hurricane Matthew.
- Provided the most economical and environmentally safe ways to manage debris to the complete satisfaction of the entity to which SDR is contracted.

CONTACT

- 📞 864-561-7797
- 🏠 109 White Oak Rd.
Greenville, SC 29609
- ✉ al@southerndr.com

CERTIFICATIONS

Over 40 FEMA Certifications
Mr. McClaran is thoroughly knowledgeable of all aspects of FEMA criteria for debris recovery operations.

EDUCATION

- Bob Jones University, Greenville, SC**
Master of Arts, 1983
- Bob Jones University, Greenville, SC**
Bachelor of Arts, 1980

WORK EXPERIENCE

Southern Disaster Recovery, LLC
CEO & Member, 2012 – Present

- Responsible for the day-to-day operations of Southern Disaster Recovery.
- Works closely with Emergency Management and other government agencies both before and after disaster events
- Manages up to 30 debris hauling and cutting subcontractors during disaster events.
- Helps with readiness planning and preparation. This includes working on debris management plans and training government personnel in debris recovery operations.
- Coordinates all aspects of the recovery and the documentation process to assure that the applicant receives the funding to which it is entitled.

Disaster Events Worked:

- 2017 Hurricane Irma – 15 contracts in Florida and Georgia
- 2016 Hurricane Matthew – 19 contracts in NC, SC and GA
- 2015 Butte Wildfires – San Andreas, California.
- 2015 Flooding Event – South Carolina Department of Transportation.
- 2014 Winter Storm Pax – South Carolina Counties: Aiken, Barnwell, Allendale, Williamsburg.

DTS – Greer, SC

Senior Project Manager, 2009 - 2012

- Oversaw debris removal operations
- Worked closely with Emergency Management and other government agencies both before and after disaster events

Disaster Events Worked:

- 2012 Hurricane Isaac –St. John the Baptist Parish, Louisiana
- 2011 Winter Storm Alfred – Connecticut: Fifteen Townships of Western Connecticut
- 2011 Hurricane Irene – North Carolina Counties: Edgecombe, Wayne, and Halifax
- 2011 Tornado - Rabun County, Georgia



Robert "Chip" Patterson
Vice President of Operations

PROFILE

- Has 30+ years of experience in Disaster Management.
- Implementing strategies and operations for disaster recovery services.
- Served in a mayoral appointed position for 10 years as the City of Jacksonville, Florida's Director for Emergency Management.
- State of Florida EOC Director.
- Chief of Operations for the North Carolina Division of Emergency Management.
- Service as a Radiological Emergency Preparedness Planner in North Carolina and 6 years in the United States Navy nuclear propulsion program.

CONTACT

PHONE:
 904-334-9690

ADDRESS:
 109 White Oak Rd. Greenville, SC
 29609

EMAIL:
chip@southerndr.com

EDUCATION

University of the State of New York
Bachelor of Science in Sociology, 1989

Jacksonville University
Master's in Business Administration, 2002

Associations

Adjunct Instructor, University of NC/College of Public Health, 200-Present
 Adjunct Instructor, Flagler College/Public Administration 2006 - 2017
 US Navy Postgraduate School, Center for Homeland Security and Defense
 Mobile Executive Seminars 2006 - 2019
 Florida Emergency Preparedness Association
 Florida's Emergency Manager of the Year, 2005
 Board Member, Greater Jacksonville Agricultural Fair
 National Hurricane Conference, Response Committee 2006-Present

WORK EXPERIENCE

Southern Disaster Recovery, LLC / VP of Operations

February 2018 - Present
 Responsible for fulfilling all contractual requirements in disaster response and recovery consistent with FEMA Public Assistance Program and Policy Guide and associated policy documents.

J. B. Coxwell Contracting, INC / Director of Disaster Services

July 2006 to February 2018
 Emergency management and homeland security business development and service delivery for a 300-person civil construction firm providing services in all phases of emergency management. Public Assistance activities included debris clearance and removal in eighteen (18) jurisdictions.

Emergency Preparedness Division Chief
Duval County Emergency Preparedness Director

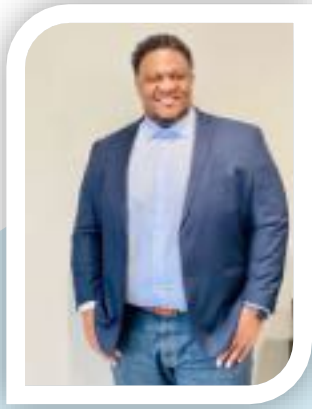
January 1996 to July 2006
 Responsible for a comprehensive emergency management program that included plans and procedures development; public education; disaster response and recovery management; facilities management; program development and marketing; personnel development; press availabilities; and, interacting with elected officials in a jurisdiction of 840 square miles with a population of over 800,000. Incident Management Team Lead in Harrison County, MS for Hurricane Katrina; IMT Lead in Lee County, FL in Hurricane Wilma. Oversight of disaster recovery programs for ten Presidential declared disasters; Managed disaster response and administered FEMA Public Assistance and Hazard Mitigation programs.

Florida Division of Emergency Management
Response Services Administrator

June 1993 to December 1995
 Managed State of Florida delivery of disaster resources (equipment, personnel and programs). Non-disaster related activities included development and maintenance of the State's Comprehensive Emergency Management Plan, Radiological Emergency Preparedness Program and management of seven field offices. Disaster-related opportunities included managing the State Emergency Operations Center. Oversight during six Presidential declared disasters.

North Carolina Division of Emergency Management / Chief of Operations
March 1989 to June 1993

Managed State of North Carolina disaster resources delivery.
 Managed the 24/7 State Warning Point. Planner for Radiological Emergency Preparedness.



Demetris Pressley
Client Service Director

PROFILE

- Nearly 20 years of professional experience as the Environmental Compliance Coordinator for Engineering, Public Works and Utilities.
- Leading, planning, and organizing the PW operation and maintenance.
- Responsible for all contract and project management duties for all roadway and flood control infrastructure capital projects, and all grant funded projects and maintenance contracts
- Continuous review and evaluation of the efficiency and effectiveness of various methods, equipment and strategies used for service delivery to the public.

CONTACT

PHONE:

386-479-2298

ADDRESS:

390 North Orange Avenue, Suite 2300
Orlando, FL, US 32801

EMAIL:

demetris@southerndr.com

EDUCATION

Daytona State College, Daytona Beach, FL

Public Relations & Marketing, 2011

Indian River State College, Fort Pierce, FL

American Public Works Association - Public Works Leadership Institute 2011

Professional Associations & Events:

APWA, ICMA, FGBC, FSA, Blue Spring Group, West Volusia Leadership 2014, FEMA Emergency Management Group, FEPA.

- ❖ *2004 FL Hurricane Charlie DeLand FL & Jacksonville, FL*
- ❖ *2009 FL Tornado - DeLand, FL*
- ❖ *2016 FL Hurricane Matthew DeLand, FL*
- ❖ *2017 FL Hurricane Irma DeLand, FL*
- ❖ *2019 FL Hurricane Dorian DeLand, FL*
- ❖ *2020 FL Tornado - DeLand FL*

ISC - 100, 200, 300, 400; NIMS 700 & 800

WORK EXPERIENCE

Southern Disaster Recovery, LLC / Senior Director

Senior Director, 2021 - present

SDR Client Service Director, has over 18 years of experience in leading public works daily and disaster operations. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. Demetrius supports our clients with their disaster debris management readiness (plans, procedures, training or exercises) as well as immediate disaster debris clearance operations.

CITY OF DELAND, DELAND, FL

Public Works & Deputy Public Services Director, Since April 2015

Management, supervisory and logistical responsibility for 65 (+/-) full-time employees (professional, administrative, technical, general labor, contract labor, etc.), 2 Department of Corrections work squads and multiple multi-year maintenance contracts/contractors for state roadway assets within the City.

Deputy Public Works Director, August 2013 - March 2015

Manages, supervisory and logistical responsibility for 45 (+/-) full-time employees (professional, administrative, technical, general labor, contract labor, etc.), 2 Department of Corrections work squads and multiple multi-year maintenance contracts/contractors for state roadway assets within the City

Environmental Compliance Coordinator / Engineering Inspector

March 2005 - July 2013

Responsible for all NPDES compliance inspections, maintenance plan development and permit compliance monitoring and reporting to state agencies (FDEP).



John (Sonny) Sims
Operations Manager

PROFILE

- an experienced and Disaster Debris Removal Project Operations Manager who brings forth valuable experience in the industry with exceptional safety and client satisfaction.
- An ISA certified Arborist, and has completed over 89 disaster debris removal projects over 30 years.
- Adept at managing multiple projects at once with leadership, procedures, and safety quality.

CONTACT

PHONE:

864-901-0283

ADDRESS:

308 Edens Ridge Dr. Six Mile, SC
 29682

EMAIL:

sonny@southerndr.com

EDUCATION

- *Ornamental Horticulture Degree, 1992*

Certifications

- *IS- 00632.a Introduction to Debris Operations*
- *IS-00633 Debris Management Plan Development*
- *IS-00100.PWc Introduction to Incident Command System, ICS-100*
- *IS-00253.a Overview of FEMA Environmental and Historic Preservation Review Responsibilities*
- *HAZWOPER 40 HR*
- *ISA Board Certified Arborist*
- *Landfills and Land Application Sites 2020*
- *AT-TC3TS010-15-T1 - Maintenance of Traffic for Supervisors*

WORK EXPERIENCE

Southern Disaster Recovery, LLC

Operations Manager, 2014 – Present

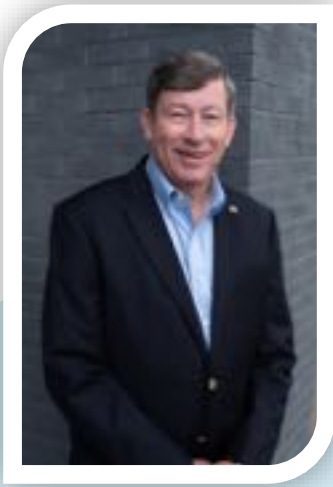
- Successfully led all daily operational aspects.
- Managed and evaluated workflow and productivity, making changes where necessary.
- Developed and implemented performance standards and procedural changes to drive productivity and quality.

Disaster Events Worked:

- 2020 SC Tornado- Hampton Co, SC
- 2020 SC Tornado-SCDOT Barnwell Co, SC
- 2020 SC Tornado-SCDOT Oconee Co, SC
- 2020 Spartanburg Tornado- Spartanburg, SC
- 2009 Ice Storm Dunklin County, Missouri
- 2018 Hurricane Florence- New Bern, NC
- 2017 Hurricane Irma- City of Miami & City of Deltona, Florida
- 2016 Hurricane Matthew- Marion County & Lumberton Co, NC
- 2014 Ice Storm Barnwell County, SCDOT, South Carolina

Previous Experience

- 2008 Hurricane Ike- Liberty Co, San Jacinto, and Huntsville, TX
- 2005 Hurricane Wilma- Coral Gables, Lauderdale by the Sea, City of Miami, University of Miami, Miramar, and Margate, FL
- 2005 Hurricane Rita- Islamorada, Florida
- 2005 LDOT Boregard, Allan, Jefferson Davis Parish, Louisiana
- 2005 Hurricane Katrina- Coral Gables, City of Miami, University of Miami, Islamorada,
- Marathon and Dade County, Florida
- 2005 Hurricane Katrina- Gulf Breeze, Escambia Co, Florida, Mobile Alabama
- 2004 Hurricane Francis and Charlie- Winter Park, Winter Springs, and Marion County, Florida
- 2003 Hurricane Isabel- Richmond, Chesterfield Co, and Henrico County, Virginia
- 2002 Ice Storm Raleigh, North Carolina



Randy Thompson
CEM, Director of Government Services

PROFILE

- A Certified Emergency Manager with over 30 years of experience in emergency management (EM) planning, operational response, project/program management, and disaster and recovery.
- A results-oriented emergency management professional who can identify and implement processes to improve preparedness and response activities.
- A nationally known professional emergency management consultant who has served on national boards, such as the National Association of Counties (NACo) and the Board of Directors representing the members of the International Association of Emergency Manager's (IAEM)

CONTACT

PHONE:
910-398-1818

ADDRESS:
PO Box 7270 Ocean
Isle Beach, NC 28469

EMAIL:
randy@southerndr.com

EDUCATION

Shaw University, Raleigh, North Carolina,
B.A., Public Administration

Durham Technical Community College, Durham, North Carolina
A.A.S., Fire Protection Technology

Duke University, Durham, North Carolina
Nonprofit Management Certificate Program

Associations

Disaster Recovery Contractors' Association
International Association of Emergency Managers
American Board for Certification in Homeland Security
North Carolina Emergency Management Association
North Carolina Association of Fire/Rescue Instructors
North Carolina Association of Rescue and Emergency Medical Services
South Brunswick Island Rotary Club/Paul Harris Fellow

WORK EXPERIENCE

Southern Disaster Recovery, LLC

Government Affairs, 2018 – Present

Thompson Disaster Recovery Associates, Inc.

Chief Executive Officer, 2012 – 2018

Technical Resources Group, Inc. & Spectra Tech, Inc.

Senior Exercise/Drill Planner, August 2014 – March 2016

Unified Recovery Group

Director of Governmental Affairs, 2010 – 2012

Brunswick County Government

Emergency Services Director 2000 – 2010

Wake County Government

Deputy Emergency Management Director, 1991 – 2000

Durham City Government

Fire Lieutenant/Public Safety Officer, 1981 – 1991

Chapel Hill Town Government

Public Safety Officer, 1978 – 1981

Career Certifications and Accomplishments

- ❖ *Emergency Manager Certification in 2008 from IAEM; Recertified through 2018*
- ❖ *North Carolina Certification as Executive Emergency Manager*
- ❖ *North Carolina Certifications in Advanced Firefighting, Hazardous Materials Technician, Arson Investigation, Fire Inspections and Instructor Certified in Fire, Hazardous Materials, OSHA, Radiological and Terrorism*
- ❖ *Grant awards achievements include receiving and managing over 35 grants within an eight-year period amounting to millions of dollars in funding including, Homeland Security Grant Program; Port Security Grant Program; BZPP; Hazard Mitigation Grant Program; EMPG; and, Public Safety Interoperability Communications Grant*
- ❖ *Project Administrator for the development of the first comprehensive Recovery Plan in the State of North Carolina*

SPECIAL AWARDS & RECOGNITIONS

- ❖ *Conferred the Order of the Long Leaf Pine (2009)*
- ❖ *Presented the Medal of Valor by the City of Southport, North Carolina*

ROGER DAIL

Project Manager

PROFILE

- Experienced Emergency Services Director with a successful track record of overseeing a progressive program through the use of strong leadership and relationship-building skills.

CONTACT

📞 252-775-8468

🏠 3000 Monticello Dr.
Kinston, NC 28504

✉️ roger@southerndr.com

SKILLS HIGHLIGHTS

- Strategic planning
- Coordination of county emergency response programs
- Leadership/communication skills
- Budget forecast, development, analysis and administration
- Human Resource management
- Collaboration at a state and local level
- Leading in new trends and developments in the field in North Carolina
- Evaluation of program and system efficiencies

CORE ACCOMPLISHMENTS

- Awarded the Order of the Long Leaf Pine by the Governor
- Awarded \$7.4 M from North Carolina 911 Board for the consolidation of the Lenoir and Jones Counties communication centers.
- Management Association leadership.

EDUCATION

Emergency Management Type 1
Fire Inspector Level 3
NIMS Certified
National Fire Academy Leadership Level 2
Hazardous Materials Incident Certified

WORK EXPERIENCE

Southern Disaster Recovery, LLC

Project Manager 11/2020 – Present

- Oversee all aspects of debris removal operations
- Manage and supervise field personnel and equipment

Jones County, NC 3/2019 to Present

Emergency Management and Recovery Consultant

Lenoir County, Kinston, NC 07/2000 to Retirement (12/2018)

Director of Emergency Management

- Planned, organized and directed the activities of the Emergency Services of Lenoir County.
- Responsibilities include direction and financial accountability of Emergency Services, Emergency Management, County Fire Marshall's Office and E-911 Telecommunications.
- Served as the county liaison to volunteer fire and rescue organizations.

Emergency Management Coordinator/Fire Marshall

Lenoir County, Kinston, NC 7/1997 to 7/2000

- Responsible for the development of a coordinated disaster response for Lenoir County. Conducting fire inspections and fire inspections.

Assistant Emergency Management Coordinator/Assistant Fire Marshall

Lenoir County, Kinston, NC 3/1991 to 7/1997

- Assisted with the development of the county disaster plans and county-wide fire inspection programs

OTHER RELEVANT EXPERIENCE

- Lenoir County EMS designated as a teaching institution by Office of Emergency Medical Service.
- Created a Mobile Integrated Healthcare program.
- Past President of the Emergency Management Association.
- Successfully lobbied Congress for additional EMPG monies for North Carolina with a small group of the North Carolina Emergency Management Association leadership.
- Past Member of the North Carolina Emergency Response Commission which over saw Homeland Security grants with state partners.
- Received Old North State Award and Lenoir County Hero of the Year for leadership in Hurricane Floyd and the West Company.
- Represented North Carolina in Moldova teaching the Incident Command system to local responders.
- Served as Incident Commander for numerous Hurricanes and disasters in Lenoir County.
- Served as one of three county leaders who coordinated the \$240M mitigation buy-out post Hurricane Floyd.



Jordan McClaran
Controller

PROFILE

- Attentive to detail and committed to accuracy, ensuring SDR clients are served with integrity and efficiency.
- Oversees an office staff who supplement his skills, further extending the overall precision with which disaster response and recovery project records are maintained.
- The administrative operations of SDR often receive high praise from the clients served, stating records are correct, often requiring little review or oversight.

CONTACT

PHONE:
864-469-9776

ADDRESS:
109 White Oak Rd.
Greenville, SC 29609

EMAIL:
jordan@southerndr.com

CERTIFICATIONS

Certified Public Accountant State of SC

EDUCATION

Clemson University, Clemson, SC
Master of Professional Accountancy, August 2013

Bob Jones University, Greenville, SC
B.S., Accounting, May 2012

WORK EXPERIENCE

Southern Disaster Recovery, LLC

Controller, 2014 – Present

- Review and reconcile company accounts with annual revenues of \$50 million.
- Communicate with clients and coordinate FEMA documentation on projects exceeding \$20M.
- Manage accounts payable and provide weekly progress payment reports to subcontractors ensuring on-time progress payments.
- Oversee and facilitate SDR's procurement and contracting process.

Cherry Bekaert, LLP - Greenville, SC

Audit Staff, 2013 - 2014

- Participated in all aspects of audits and reviews for both public and private companies ranging from \$200K to \$750M in revenues.
- Served clients in manufacturing, distribution, banking, real estate, not-for-profit, and governmental industries.
- Managed communication with clients to determine timing of procedures as well as to ensure audit procedures would be completed based on planned timing.
- Performed walkthroughs of companies' internal control processes to identify areas of risk.
- Recommended internal control processes to mitigate identified risks.
- Researched accounting guidance on complex accounting issues
- Performed work in high-risk audit areas including revenues, inventory, and accrued liabilities.
- Drafted financial statements and communicated with managers and clients regarding financial statement edits.

Cherry Bekaert, LLP - Greenville, SC

Audit Intern, 2012

- Aided in the audits of clients in multiple industries including banking, government, and not-for-profit.
- Performed audit procedures for: Cash, PP&E, Accounts Payable, Accrued Expenses, and Single Audit
- Assisted in tax return preparation.



FLORIDA EXPERIENCE DOCUMENT

SDR's Leadership Team possesses extensive knowledge and experience in the South Florida market disaster management.

Chip Patterson, SDR's Vice President of Operations, has a rich history in Florida disaster management including being the State of Florida Response Services Administrator in the early 1990's and Jacksonville/Duval County Emergency Management Director for over 10 years. In 2006, he was named Florida's Emergency Manager of the Year for work in the 2005 Hurricane Season which included leading an incident management team to support Lee County, Florida during Hurricane Wilma. Mr. Patterson's experience includes serving as the Project Manager for Florida disaster debris removal operations in Tropical Storm Fay, Hurricanes Matthew and Irma. Mr. Patterson has successfully managed Public Assistance grant projects as a public official. As a contractor, has led operations on 22 contract activations that were funded by FEMA's Public Assistance program. Mr. Patterson is a frequent contributor to national planning task forces on disaster recovery programs and the public assistance grant program.

Sonny Sims, SDR's Senior Project Manager, possesses a depth of experience managing Florida programs. In 2004 Mr. Sims served as P.M. in Winter Park and Winter Springs in the wake of Hurricane Charlie and Frances. Following Hurricane Ivan, Mr. Sims served in Escambia County, and Gulf Breeze, and in 2005, Post-Katrina, Sonny worked on multiple recovery programs including Dade County, The Keys, and the City of Miami. Following Hurricane Wilma, he again served on the south Florida response, operating in Margate, Miramar, and Coral Gables. Most recently, Mr. Sims served the City of Deltona following Hurricane Irma in 2017.

Demetris Pressley, SDR's Senior Client Service, has over 18 years of experience in leading public works daily and disaster operations in Florida. His work has included strategic planning, project management, contract administration, budget and finance, staff development and regulatory compliance. Demetrius supports our clients with their disaster debris management readiness (plans, procedures, training or exercises) as well as immediate disaster debris clearance operations.

This extensive experience serving Florida clients has ultimately provided SDR an exceptional opportunity to deepen our environmental relationships, and to develop unique collection and disposal strategies which are exclusively tailored for the Florida market and the challenging logistics of the state.



Company's Technical and Construction Capabilities

Contract Management | Accounting | Administrative Practices

Southern Disaster Recovery, LLC

- ✓ Headquartered in the South Carolina Upstate in Greenville since 2012.
- ✓ Centrally located between Charlotte, North Carolina and Atlanta, Georgia.
- ✓ Near 3 international airports
- ✓ Satellite locations in Fairmount, GA, Orlando, FL, and Sunset Beach, NC

Our strategic location enables us to respond quickly to the needs of our clients.

We specialize in environmental disaster preparedness, response, and recovery, and we have the resources, skills, and expertise to assist local, state, and federal entities. Southern Disaster Recovery, LLC's (SDR) management and support staff have the knowledge to assist entities with:

- ✓ Developing a Debris Management Plan
- ✓ Training appropriate entity staff in all aspects of debris disaster recovery
- ✓ Managing comprehensive debris recovery operations:

Response | Demolition | Collection | Reduction | Final disposal

SDR is skilled in all aspects of FEMA documentation criteria, which is paramount for entities to receive accurate and complete reimbursement. We ensure entities receive all federal disaster funding to which they are entitled. We have a full-time CPA on staff with a committed administrative staff to ensure compliance with all industry standards of superior debris operations. Rest assured, SDR is able to successfully fulfill our contract obligations to the satisfaction of all parties.

As a premier Disaster Debris Recovery and Removal Contractor, SDR is committed to:

- ✓ Excellent business practices
- ✓ Professional, ethical, and safe operations
- ✓ Strict adherence to all FEMA requirements for procurement, debris tracking & invoicing

Accurate records are paramount for entities to receive the maximum amount of funds available to facilitate a full economic recovery. To that end, SDR is reliant upon the records provided by the entity's monitoring company during any recovery project. We carefully review and verify all documentation provided since this information becomes the basis for our invoicing. If an entity chooses to self-monitor, we have an automated debris management system that can be used by the applicant for accurate tracking of billable items in debris operations.

SDR has refined our debris management processes to become a leading regional debris recovery and removal contractor. There are several factors that make SDR a noteworthy provider of debris recovery and removal services:

- ❖ Our principals and management have collective experience of over 130 years in disaster recovery and debris management.
- ❖ The comprehensive abilities and experience of our project managers and safety officers.
- ❖ Assets of over \$12 million.
- ❖ Annual sales exceeding \$40 million.

Company's Technical and Construction Capabilities

Contract Management | Accounting | Administrative Practices

SDR has successfully managed to completion over 100 separate debris contracts throughout the southeast and California exceeding over \$174M in revenue!

Since our beginning in 2012, SDR has experienced rapid, sustainable growth. Following a catastrophic 2014 ice storm in South Carolina, **SDR processed over 2,000,000 CY of debris valued at over \$48 million**. Of that amount, we were the Prime Contractor for nearly 75 percent of the work. Hurricane Matthew provided opportunities for SDR to manage 19 separate contracts throughout North Carolina, Georgia, and South Carolina with a **combined debris total of over 1,000,000 CY**. Following Hurricanes Irma and Florence in 2018-2019, SDR handled **nearly 1,845,000 CY of debris**. Simultaneously, we also successfully undertook a beach debris removal and berm restoration project in Florida valued at over \$7.5 million and completed debris clearing as a result of the catastrophic California wildfires that has continued ongoing.

Hurricane Dorian made landfall in North Carolina and produced devastating storm surge in 2019, SDR operated 7 TDMS locations and reduced debris by grinding, air curtain incineration, and compaction for the total \$7.5 million value and 316,890 CY.

In 2020, a Derecho hit much of central and eastern Iowa with straight line winds over 100 mph, SDR was selected by the City of Marion for their debris collection and disposal efforts. SDR has collected 730,000 cubic yards of debris for this FEMA Public Assistance (PA) funded project.

All our projects have been completed safely and prior to established deadlines.



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

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MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

Demolition, Removal, and Disposal of Damaged or Condemned Structures
Asbestos Removal

➤ **Documentation and Recovery Process**

Quality Control
Field Documentation
Incident Action Plan (Work Plan)
Documenting and Reporting Damage
Invoicing and Data Management
Technical Support for Reimbursement

➤ **Support for Franklin County's Public Information**

Public Notices
Personal Safety Statements (Draft)
Debris Removal Instructions (Draft)
Assistance with Private Property Debris Removal (Draft)
First/Second/Third Pass Notice (Draft)

❖ **NOTE: This plan will be refined and updated following award in consultation with Franklin County. This plan is written referencing and in full compliance with:**

- Archived Documents:
 - FEMA 321 Public Assistance Policy Digest
 - FEMA 322 Public Assistance Guide
 - FEMA 325 Public Assistance Debris Management Guide
 - FEMA 329 Debris Management Brochure
 - FEMA Disaster Assistance Policy
 - DAP 9523.11: Hazardous Stump Extraction and Removal Eligibility
 - DAP 9523.12: Debris Operations; Hand loaded trucks and trailers
 - DAP 9523.13: Debris Removal from Private Property
 - DAP 9523.4: Demolition of Private Structures
 - FEMA Fact Sheets
 - 9580.1 Public Assistance Debris Operations Job Aid
 - 9580.4 Debris Operations
 - 9580.201 Debris Removal – Applicant's Contracting Checklist
 - 9580.203 – Debris Monitoring
- FP 104-009-1 Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Stafford Act Sections 403 & 407
- FEMA Stafford Act Section 316
- 44 CFR 10.8(d)(2) Determination of requirement for environmental reviews
- 44 CFR 206.44 Implementing CoBRA
- National Environmental Protection Act (NEPA)
- FHWA/ER Program - 23 CFR 668 Subpart A
- USACOE EM 385-1-1 Safety Guidance/Accident Prevention Plan



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

SDR Actions to Support Franklin County Readiness

This plan is prepared uniquely for Franklin County, and will be updated following contract award and consultation with the County.

PLANNING:

FEMA states that “applicants with a FEMA accepted Debris Management Plan at the time of an event can increase effectiveness of its debris management mission”. SDR has written and supported planning for numerous FEMA approved plans. Our management team includes experienced State and Local government emergency managers who are deeply experienced in disaster debris removal operations. We will support the Franklin County in all debris removal planning activities.

TRAINING:

SDR is proficient in leading training and workshops to improve disaster readiness. We teach the FEMA Debris Management Course and conduct readiness workshops for our customers. SDR would lead or support debris management training efforts of the Franklin County.

EXERCISES:

Disaster debris management operations are a multi-discipline effort for most jurisdictions. Tabletop exercises (scenario-based discussions) are an important readiness activity to reinforce principles learned in Planning and Training. SDR would lead or support tabletop exercise (TTX) development and conduct for the Franklin County and the debris management team.

TEMPORARY DEBRIS MANAGEMENT SITE ASSESSMENTS:

Detailed site assessment for Temporary Debris Management Sites and “pre-permitting”, if possible, are important pre-cursors to starting disaster debris removal operations rapidly. If TDMS locations are not properly permitted and constructed, debris removal operations cannot commence. SDR uses a very thorough documentation tool to organize TDMS assessments and document site conditions for proper permitting and construction. SDR will lead or support the Franklin County in conducting TDMS site assessments.

Mobilization and Operations Plan Objectives

- **Debris Clearance** – Roadways shall be cleared of debris as soon as possible to enable emergency and relief organizations to complete their missions in serving the public.
- **Debris Removal** – Debris shall be removed quickly and efficiently to support the community’s social and economic efforts by adhering to federal funding/reimbursement requirements to maximize recovery funds for the County.

MOBILIZATION AND OPERATIONS PLAN

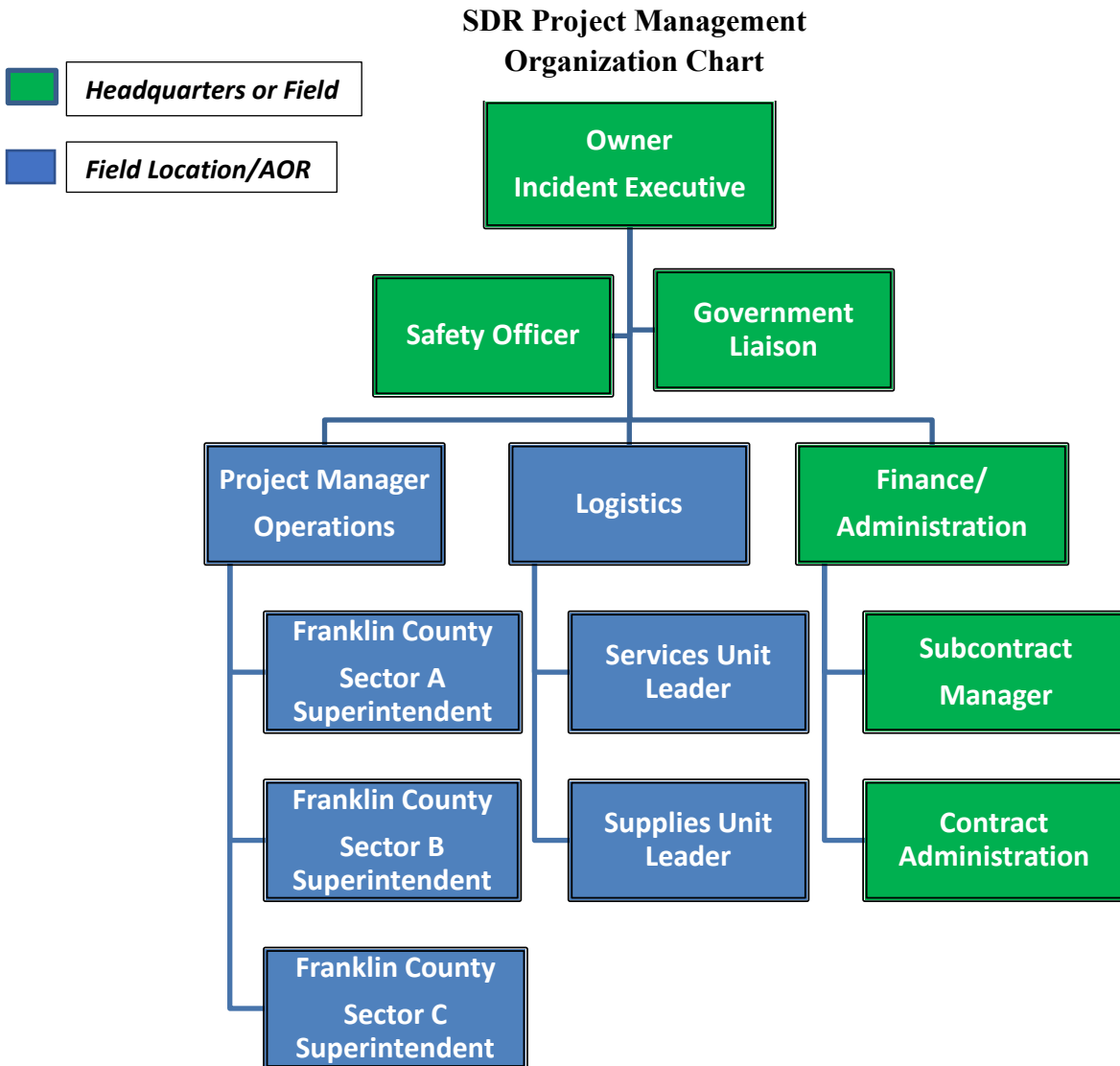
READINESS – RESPOND - RECOVER

SDR Organizational Structure to Support Franklin County Disaster Recovery

SDR uses incident command system principles to organize and manage our mission to clear disaster debris in the Franklin County. Important ICS principles in our concept of operation include; a manageable span of control, unity of command, an action planning process (work plan) and an organization structure that can expand or contract based on the work plan's objectives. The following Organization Chart illustrates our disaster operations organization chart that is then tailored to the specific disaster size and complexity.

Experienced Management Team

SDR has successfully managed to completion over 60 separate debris contracts in the Northeast US, Southeast US, Mississippi Valley and California exceeding over \$120M in revenue!



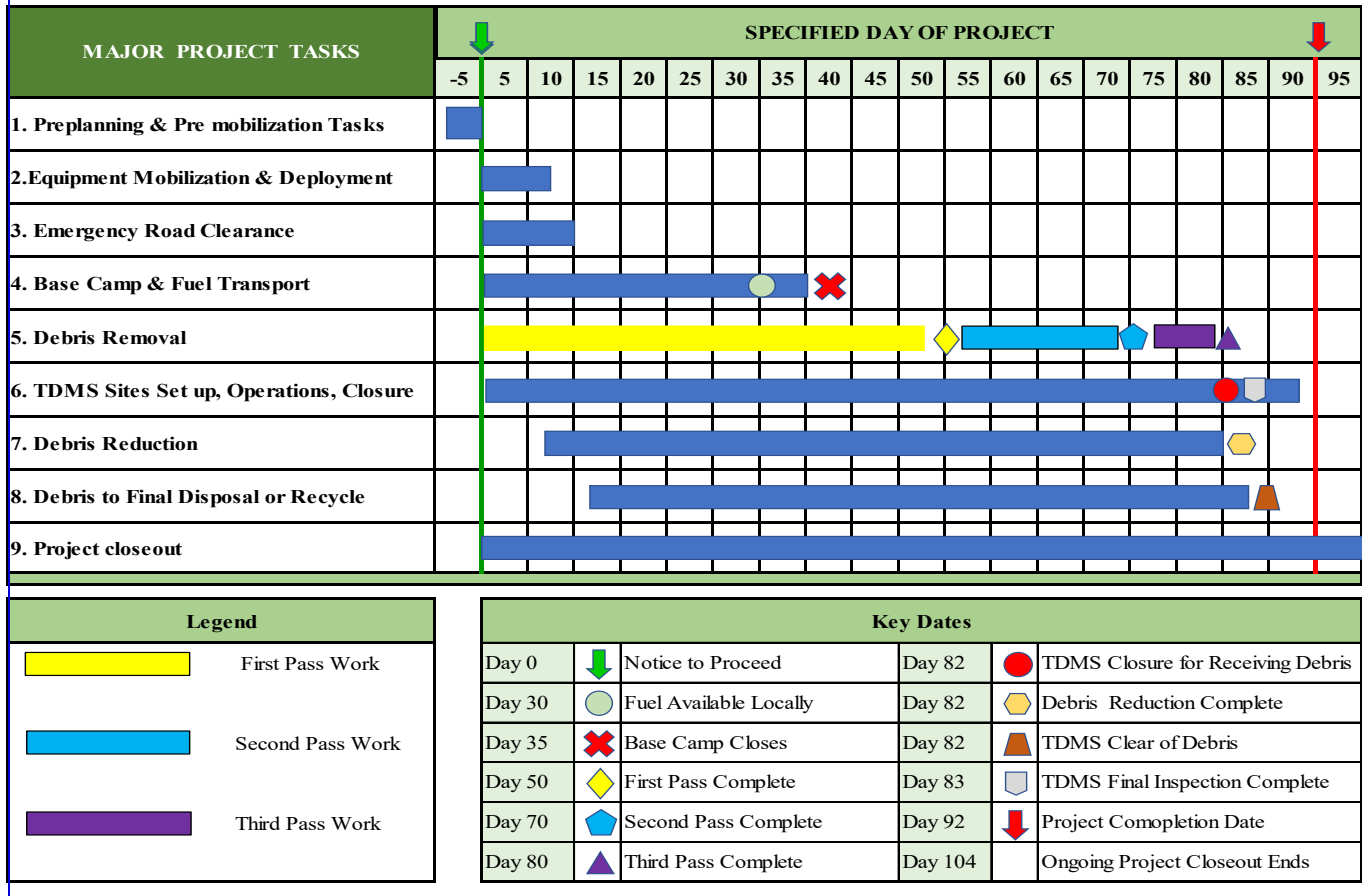
MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

Disaster Debris Removal Mission General Process Map

This General Process Map (Gantt Chart) illustrates major aspects of the Scope of Work, their scheduling and timing relationship. The significance of the disaster and the interests of the Franklin County will dictate the actual length of the disaster debris removal mission.

Sample Task Order Timeline



Post-Storm Emergency Clearance of Roads and Rights-of-Way:

EMERGENCY ROAD CLEARANCE

Actions pertaining to the mobilization of SDR personnel, equipment and coordination with the County. In disaster response “with notice” much of this effort will occur before the disaster strikes to facilitate a minimum of 24 hours response time:

- Available personnel staffing in the local area.
- Identify and confirm landfill, transfer station locations, debris management sites, hours of operation, and availability in the local area.
- Initial notification/contact of major subcontractors committed to Team SDR.
- Establish coordination with the County and other local officials important to mission execution.

Typical Debris Clearance Crew

- Front end loader (150 hp) with operator
- Equipment transport
- 2 chainsaw men
- Foreman with communications



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

- Identify streets with limited access – small width, dead end, proximal ditches.
- Project Administration and Accountability – Advance coordination with subcontractors.
- Payroll and Equipment Inventory Status updates.
- Test and verify all communications.

DEBRIS CLEARANCE CREWS

SDR and Subcontract Debris Clearance Crews Committed

w/in Region	Reach Back
15 Loaders	58 Loaders
49 Chainsawmen	110 Chainsawmen
22 Equipment Transports	33 Equipment Transports

After the event has passed, SDR will immediately mobilize to the affected area. The Project Manager will arrive at the designated Post-Storm meeting location and initiate recovery activities as conditions permit within 8 hours of notice to proceed.

SDR will provide a minimum of 5 crews to commence debris clearance operations within 24 hours of issuance of a notice to proceed.

Quality Check

Team SDR will begin debris clearance along the primary transportation routes, rights-of-way, easements, streets, and roads identified and directed by the County. Crews will be deployed from the pre-arranged staging areas to clear debris from roads, bridges and emergency vehicle paths as required. Absent specific guidance:

- **Five fully equipped crews operational within 24 hours.**
- **Pre work safety checks of equipment and work site completed**
- **Crew members trained in the use of equipment**
- **100% use of appropriate Personal Protective Equipment**
- **Timely tracking and accounting for hourly equipment.**

- **First priority** will be given to main arterial roadways and access routes leading to EOC's, fire, police and health care facilities.
- **Second priority** will be given to streets and thoroughfares providing access to major utility systems and services, such as electric, water and gas.
- **Third priority** will be given to major highways and commercial streets, followed by residential streets and alleyways.

DEBRIS REMOVAL OPERATIONS

MOBILIZATION:

Upon receiving the *Notice to Proceed*, Southern Disaster Recovery (SDR) will immediately mobilize resources and initiate actions item as per the contract kick-off meeting and the *Notice to Proceed*.

Examples of kick off meeting expectations include:

- Establish County priorities
- Establish County clean-up goals
- Establish County's point of contact
- Establish contractor project management points of contact
- Determine how project monitoring will be accomplished
- Establish debris monitor points of contact
- Discuss any additional reporting requirements

Immediate action and planning requirements to be accomplished:

- Develop the initial Operational Period Action Plan
- Mobilize and stage equipment
- Organize debris removal assignments (Sectors and Zones)



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

- Establish temporary debris management site(s) (TDMS)
 - ✓ Confirm proper permitting and/or acquire permits
 - ✓ Establish site layout as per permit(s)

EQUIPMENT - Size and type determined by overall accessibility of rights-of-way and the location overhead utilities.

For maximum and safety and efficiency, SDR will apply the following standards:

Loading Equipment – All loading and moving equipment will be operated from the roadway, streets, alleys, or rights-of-way using clam shell loaders, booms, or grapple devices to collect and load debris into collection vehicles. No equipment will be operated behind the curb or outside the defined roadway shoulder/swale section or in an area that may endanger operators or work crews, unless specifically directed to do so by emergency officials.

Hauling Equipment – All trucks and trailers used to haul debris will be capable of rapidly and independently dumping loads, and, will be equipped with a tailgate. Trucks will be equipped with a tarp or net to secure loose materials during transport to the disposal facility or site. The tarp/net will not exceed the truck body/trailer measurements.

Truck Measurements and Signage – Trucks will be measured accurately and identifying data will be fully documented. The inspection/measuring will be performed by County and SDR representatives, documented, and signed-off by the jurisdiction. The dimensions will be the inside measurements of the trailer. The truck specifications will be on file with the jurisdiction. Signage and vehicle numbers will be prepared and ready prior to deployment. SDR identification placards will be affixed to the sides of each piece of heavy equipment and trucks.

Hours of Operation – Debris removal operations that generate excessive noise levels will take place during daylight hours, seven days a week. Adjustments to the hours of operation, based on working conditions and scope of work, may require a coordinated change with the approval of the County’s designated official.

LOAD/HAUL CREWS	
SDR and Subcontract Load/Haul Equipment Committed	
w/in Region	Reach Back
18 Grapple Trucks	248 Grapple Trucks
49 Trailers	110 Trailers
15 Loaders	58 Loaders

SUBCONTRACTING PRACTICES AND PROCEDURE

- ✓ As per our written *Subcontractor Protocol*, we often use subcontractors to ensure our resources are sufficient to complete operations efficiently for prompt emergency debris removal and restoration operations. We have an extensive pool of dependable subcontractors that can mobilize immediately upon notification. SDR ensures: Our subcontractors are fully vetted as to insurance, safety procedures, experience, pricing, and resources.
- ✓ We will pursue local and MBE/WBE/DBE as it is economically feasible to do so.

STRATEGY TO RETAIN RESOURCES

Our disaster experience has proven that subcontractors remain on the project and maintain high production levels as long as they are properly incentivized.

- ✓ **On the Positive Incentive Side**
 - SDR pays subcontractors weekly
 - Production incentives associated with Sector assignments
 - SDR pays a wage where a crew can make a living
- ✓ **On the Negative Incentive Side**
 - By contract, leaving a project without completion and/or a release results in retainage being held.
 - Poor production, safety or quality performance results in less desirable sector assignment



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

TEMPORARY DEBRIS MANAGEMENT SITE SET-UP AND OPERATION

1. General

Southern Disaster Recovery (SDR) will provide all management, equipment, operators, and laborers required for the establishment, operation, and maintenance to accept, process, reduce, incinerate, and dispose of disaster related debris. These Temporary Debris Management Sites (TDMSs) may utilize air curtain incineration and/or mechanical chipping/grinding to reduce vegetative and clean woody debris. The TDMSs may also be used as transfer points for depositing mixed Construction and Demolition (C&D) debris prior to reloading for final transport to an authorized landfill. SDR will manage the TDMSs to accept debris collected under other contracts.

Site selection will be done by the Contracting Authority at its own cost.

2. Site Operations Plan

Following identification by the contracting authority of the TDMSs, SDR will develop a Site Operations Plan for each site.

The plan will address the following:

- ✓ Site management, to include point-of-contact and organizational chart
- ✓ Site ingress and egress
- ✓ Site preparation, including clearing, erosion control, and grading
- ✓ Traffic control procedures
- ✓ Site security
- ✓ Site safety
- ✓ Site layout/segregation plan, to include: air curtain incineration areas, mechanical chipping/grinding areas, ash storage or disposal areas, hazardous waste containment area, contractor work area, inspection tower, and safety zone clearance areas (100-foot clearance area between stockpiled debris and incineration operations, and 1000-foot clearance area from structures)
- ✓ Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, safety buffer zones, storm water runoff, historic preservation, wetlands, and endangered species as appropriate

TEMPORARY DEBRIS MANAGEMENT

SDR and Subcontract TDMS Equipment Committed

w/in Region	Reach Back
20 Grinders	34 Grinders
34 Trackhoes/Excavators	50 Trackhoes/Excavators
16 Dozers	29 Dozers

3. TDMS Foreman - Day/Night Operations

SDR will provide site foremen for both day and night operations, who will be responsible for all oversight, including traffic control, dumping operations, segregation of debris, incineration and mechanical grinding operations, and site safety.

Both foremen will be responsible for monitoring and documenting all equipment and labor utilized on the site. This information will be compiled with other daily reporting data and will be provided to the contracting authority by the Debris Operations Manager.

If multiple TDMSs are in operation, SDR will assign a site manager for all necessary oversight.



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

4. Site Assessment

Immediately upon taking occupancy of any site, SDR will conduct an initial site assessment to determine baseline conditions. This assessment will include visual inspection in the presence of a Contracting Authority representative, documentation of any existing improvements to or on the site, aerial and/or ground photography/videography, random soil samples, water samples from any existing wells located on the site, and review for any volatile organic compounds.

Spot soil samples will be taken at the areas considered for the temporary storage of household hazardous waste, ash, and fuel.

Photographs and/or GPS based maps of the site will be updated as the use and configuration of the site changes.

5. Site Design

The sites will be designed so that air curtain incinerators are located a minimum of 1,000 feet from the nearest occupied building or as specified by the applicable state or local environmental regulatory entity. The area within 50 feet of the burn pits will be cleared of vegetative cover to reduce fire hazard. If pit burning is utilized, and the pit is situated on pervious soils, an impervious layer of clay, limestone, or synthetic material will be provided.

Vegetative debris will be centrally stored near the air curtain incinerators, but at a minimum of 100 feet away from the air curtain incinerators to reduce potential fire hazard. Roads should be designed with separate ingress and egress, where possible, to expedite truck flow in and out of the site. If possible, large turnaround areas will be constructed to enable simultaneous movement of multiple trucks.

To reduce hazards from flying debris, wood chipping operations will be located a minimum of 250 feet from all areas where personnel are actively working.

If needed, access roads will be constructed at each site. Crushed rock or gravel will be used to form a base that will prevent soil erosion, reduce dust generation, and provide truck access during inclement weather. Additional applications of rock may be necessary for road maintenance as the project progresses. Additional reserves of rock should be maintained on site road to repair and rebuild roads for road relocation, mud accumulation, and compression of rock as a result of heavy truck traffic.

6. Site Preparation

SDR will be responsible for preparing the TDMSs to accept debris. This preparation may include clearing, erosion control, grading, constructing and maintaining haul roads, entrances, dumping pads, equipment washing areas, and burn pits. SDR will provide utility clearance and sanitary facilities, if needed. SDR will protect existing structures at the site(s) and repair any damage caused by our operations at no additional cost to the County.

7. Site Security

SDR will provide and maintain site security measures for all operations conducted at the TDMSs.



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

8. Inspection Towers

SDR will construct and maintain one Inspection Tower at each TDMS site. SDR and the County personnel will conduct inspections, load volume estimations, and photograph each load of debris delivered to the site from the tower. Existing structures serving this purpose may be utilized following coordination between SDR and the County. Tower locations may be changed to support the progression of debris storage and reduction as well as normal traffic patterns on the site.

The towers may be constructed using pressure treated wood or metal scaffolding materials. The floor elevation of the tower will be such that it affords the County representative(s) and SDR personnel a complete view of the load bed of each piece of equipment that hauls debris to the site while allowing for the easy transfer of the debris removal load ticket between the County representative and the vehicle driver. The floor area will be a minimum of 8' x 8'. A 4' high wall, sturdily fastened to the structure to eliminate fall hazards, will protect the perimeter of the floor area. A roof will be constructed over the floor area, constructed to provide a minimum of 6'-6" of headroom. Steps with a handrail will provide access to the Inspection Tower.

To prevent falls, all personnel on the tower must be "tied-off" to the tower at all times.

9. Debris Unloading and Segregation

Trucks containing any waste other than vegetative debris will be directed through the disposal site to the C&D debris area of the disposal site.

Trucks insufficiently loaded will be noted and reported. Photos and live video may be utilized to record actual hauling equipment.

Trucks containing vegetative debris will be directed to the debris depository areas of the sites in an orderly manner via the ingress. Upon obtaining clearance from the designated flag person at the depository area, the trucks will back up, dump their load, and exit the site via the egress.

Once the debris has been deposited at the base of the debris storage pile, dozers and track hoes will be used to move and pile the debris. Debris piles will be compacted and constructed with a slope to prevent loose debris from rolling or falling down the sides of the piles.

When feasible, maximum effort will be made to salvage and/or recycle debris.

Only vegetative debris will be brought to the air curtain incinerator section of the disposal site. All non-vegetative debris will be segregated according to its type. Debris sorting will be done when it is picked up for transport to the burning pits. The vegetative waste at each site will be segregated into three basic categories: stumps, logs, and brush.

10. Debris Incineration

Debris eligible for incineration will be moved to the air curtain incinerator by a front-end loader. The air curtain incinerator will be loaded using a trackhoe. Burning will continue until the box/pit is approximately 1/3 full of ash. At that point, any large, partially burned logs will be removed and placed on an earthen area near the box/pit. After the ash has cooled, it will be removed and placed in an adjacent storage area.



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

The storage area will be bermed or diked to prevent ash from being transported from the pit by storm water runoff during a rainfall event.

11. Debris Chipping

Tub grinders will be set up at each disposal site to convert some of the debris into wood chips suitable for use as mulch or fuel chips. A knuckleboom loader or trackhoe will be used to load debris into the grinder. The grinders will be primarily used for debris with high soil content such as stumps, which are not suitable for incineration. Due to the noise generated by the grinders and the hazard of debris being ejected from the tub, the grinders will be set up at least 150 to 200 feet from all other work areas. The 200-foot boundary will be marked by physical barriers, caution tape, and have appropriate signage.

A dozer should be used to stockpile mulch as it is processed by the grinders. Large amounts of processed debris will produce large mulch piles. Consideration should be given to the amount of material that will be chipped and adequate space should be allotted for stockpiled mulch. The piles should be at least 50 feet away from the grinder.

The temperature of the stockpiled mulch should be monitored to prevent spontaneous combustion. If the temperature approaches or exceeds 150 degrees Fahrenheit, the stockpile should be rolled to release the heat buildup. The environmental monitors will record the temperatures of all debris piles on a periodic basis.

12. Fire Protection

SDR will manage all site operations to minimize the risk of uncontrolled/uncontained fire. Twenty-pound all-purpose fire extinguishers should be strategically stationed around the incinerators/burn pits and specifically around the debris piles with the heaviest concentration of debris. The number of fire extinguishers will vary depending on the size of the TDMSs. At no time should a fire extinguisher be located further than a 1-minute round-trip walking distance from any point on the site. Site conditions may necessitate having additional water-filled extinguishers and readily available hand tools, such as fire rakes.

13. Ash Containment Area

SDR will contain, store, and remove ash from all incineration operations. The ash containment area will be wet down periodically for the duration of operations to prevent particles from becoming airborne.

14. Household Hazardous Waste Containment

SDR will construct a containment area at each TDMS for any hazardous waste inadvertently delivered to the site. The containment area will be a minimum of 30' x 30'. The perimeter of the containment area will be constructed with an earthen berm or hay/straw bales that are staked in place. The area will be lined with a heavy gage, non-permeable plastic to provide a waterproof barrier. Additional heavy gage, non-permeable plastic sufficient in size to cover the entire containment area will be kept on site and used to prevent rain from entering the containment area. To direct run-off away from the protected area, the site will be sloped appropriately to provide necessary grading.



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

15. Site Closure

SDR will close each TDMS within 30 calendar days of completing the reduction or transfer all delivered debris to an authorized landfill. Site closure will include removing site equipment, debris, and all remnants from the processing operation; grading the site; and, restoring the site to pre-occupancy conditions. The site(s) will be restored in accordance with all state, tribal, and local requirements.

SDR will be responsible for the proper disposal of non-burnable debris, ash, wood chips, and hazardous and toxic wastes.

SDR will conduct a final inspection of the site along with the County representative to receive final approval of the site closure.

DEBRIS COLLECTION AND TRANSPORTATION

Removal Activities – From the grid/zone assignments, areas are categorized by priority and accessibility. The zones will be equitably established to ensure timely progression throughout the affected area. A “clean as you go” process will be implemented for the waste stream being worked, with crews working from street to street through each zone. Crews and resources will be adjusted as needed during this phase.

Debris Segregation – Initial storm/event debris will be separated when feasible.

- Crews will attempt to segregate materials, where feasible, into constituent piles for collection and disposal. Hazardous materials will be segregated and properly stored for future collection.
- Mixed debris will be collected as C&D.

Debris collection passes will continue up to the point where the remaining debris consists of light litter that can be easily collected using raking and sweeping methods of operation.

FINAL DISPOSAL OF DEBRIS AND DEBRIS BY-PRODUCTS

Disposal of all eligible debris, reduced debris, ash residue, and other products of debris management will be in accordance with all applicable state, federal, and local laws. Associated related costs will be “pass-through” with no additional charges to the County. SDR will ensure disposed debris is properly documented in accordance with FEMA protocol by using approved collection/disposal and tipping tickets. Activities will be done in coordination with the County’s Debris Manager.

DISPOSAL/RECYCLING HAULING

SDR and Subcontract Disposal/Recycling Trucks Committed

w/in Region
18 Trackhoes
49 Trailers

Reach Back
38 Trackhoes
110 Trailers

REMOVAL OF LEANERS, HANGERS, AND STUMPS

SDR will ensure the location and removal of all approved leaners, hangers, and stumps is properly documented as per FEMA. Any holes remaining after stump removal will be backfilled appropriately.

HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

HHW removal will be organized as a unique, separate mission from the debris removal passes. The equipment and specialized training (HAZWOPER training) combine to make this a unique debris removal operation. Consistent with the level of damage from the disaster, an initial pass may be conducted by HAZWOPER qualified personnel to visually inspect disaster debris piles and take action to segregate the HHW from woody, vegetative and C&D material. At a later date, coordinated with the County, specially trained crews will move the hazard area to remove the HHW. In heavily damaged areas with a significant



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

amount of HHW, the HHW may be placed in a temporary containment cell constructed at a properly permitted TDMS. Otherwise HHW will be taken directly to a proper disposal location.

ABANDONED VEHICLE REMOVAL

Abandoned vehicle removal will be a unique, separate mission from the debris removal passes. The County will identify abandoned vehicles to be removed, SDR removes the vehicles and takes them to a County identified location.

ANIMAL CARCASS REMOVAL AND DISPOSAL

As identified by the County, animal carcasses will be removed and transported to a properly permitted disposal location.

ROW WHITE GOODS DEBRIS REMOVAL

A separate debris mission will be organized to remove White Goods in the disaster areas. The removal of white goods will take place using a flat deck, stake body truck with an equipment lift gate. All loading of White Goods will be done manually so as not to disturb any Freon containing lines. Each White Good will be evaluated for its use of freon. Those white goods without freon may be hauled directly to final disposal or recycler. White goods with freon will require the work of a freon technician to remove the ozone depleting gas.

FREON REMOVAL

A Section 608 certified technician will maintain, repair or dispose of equipment that could release ozone depleting refrigerants into the air.

DEMOLITION, REMOVAL, AND DISPOSAL OF DAMAGED OR CONDEMNED STRUCTURES

As required and directed by County officials, demolition and removal of condemned structures and buildings resulting from the disaster, will be performed by SDR to reduce or eliminate an immediate threat to life or enhance safety and health to the public. Each demolition will have a site inspection report (including a site plan), right-of-entry agreement, and proper permits. Demolition, removal and disposal of damaged or condemned structures will be considered a special mission within the daily action plan and will unique heavy equipment resources and qualified personnel to complete the mission.

DOCUMENTATION AND RECOVERY PROCESS

SDR's Project Manager and Site Superintendents have complete responsibility for quality assurance/quality control (QA/QC) of work performed by SDR and all subcontractors. As with any project, effective QA/QC starts with initial identification of project roles, which is a key element to our standard QA/QC program. Further, oversight and support will be provided from three levels within our organization, including SDR's Principal-In-Charge, Project Manager, and Site Superintendents. The cornerstone of our approach is the assignment of a strong Project Manager capable of integrating each sub-discipline required as part of this project. The Project Manager will have first-line responsibility for performance. Continuity of tasks will be maintained by the Project Manager's oversight of and participation in all contract activities.

By the close of business each day of the contract, the Project Manager will submit a report with the following to the Contracting Officer:

- Contract number
- Daily and cumulative hours for each piece of equipment and personnel
- By unit cost or daily and cumulative CY removed



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

SDR will reconcile all units of work daily, thereby reducing the occurrence of erroneous or disputed data later in the project, and commits to the following:

- Maintenance of recovery process documents
- Preparation of written and oral status reports as requested by the County
- Assistance with claim document preparation as required by the FEMA Public Assistance Program for submittal to the state and the FEMA Public Assistance program

DEBRIS TAKEN TO LANDFILL

Should it be more cost effective to transport the eligible debris directly to a permitted landfill for disposal, field procedures will be implemented to ensure that each load ticket prepared at the loading area is properly manifested to the landfill for proper confirmation of truck capacity and disposal information.

REDUCED DEBRIS/FINAL HAUL OUT TO DISPOSAL FACILITY

The same procedure listed above will be implemented for debris taken to a TDMS. However, during the final haul out, a separate ticket will be issued for the reduced debris hauled to the final disposal site. Documentation will include haul out time, cubic yards, disposal location and time.

INCIDENT ACTION PLAN

The Incident Action Plan (much like a daily work plan) is the process by which the Debris Management Team (County, Contractor and Debris Monitor) agree to the objectives for the next operational period (day or next series of days); and, by which the rest of the SDR Incident

Management Team ensures the Project Manager has the resources to accomplish the objectives.

DOCUMENTING AND REPORTING DAMAGE

SDR's **Customer Service Plan** is a tiered system consisting of:

Tier 1: Conduct business in a manner that is professional, ethical, and sensitive to the area in which we work, to prevent damage, and to facilitate positive interactions with the public. Should any damage to property or detrimental public interaction occur, our personnel are trained to solve problems speedily to the mutual satisfaction of all parties involved, including the immediate repair of property if necessary.

Tier 2: Adds the inclusion of the Project Manager's in the problem-solving process. Also, any customer service issues, including damage and repairs, are added to the daily situation report, so the entire operation may learn from the activities.

Tier 3: At this level, any issues identified by the County are addressed. The County may have an ongoing citizen complaint system that properly identifies issues and tracks them to resolution. SDR command staff ensures the complaint is included as an action item within the daily Incident Action Plan (IAP) development. All necessary personnel will be apprised of any action items ensure speedy and complete resolution.

INVOICING AND DATA MANAGEMENT

All our processes and procedures are designed to ensure each project is carried in such a way that the County's federal reimbursement is maximized.

Key elements of our systems include:

- Proper certification of haul vehicles with County signatures and approvals
- Proper field documentation of each load hauled by identifying the precise/certified vehicle, the driver, and location of eligible debris removed
- Proper field documentation of each disposed or reduced load, including disposal location and the safe, permitted operation of that disposal or reduction site location



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

- Daily reports, which may also include the updated loads-hauled database (if available), to ensure ongoing transparency and communication of work outcomes
- Reports and databases that are fully supported by accurate field documentation

Our project management documentation process also provides for positive identification and control of work on FHWA and other federal aid eligible roads.

The client may choose to utilize the SDR Disaster Recovery Load Ticket to record the debris collected and transported from the rights-of-way to the designated disposal sites. SDR captures 15 key data points described in FEMA's Debris Management Guide. The six-part load ticket allows project participants to accurately maintain documentation of billable activities.

At a minimum, the load tickets used will be posted to a weekly spreadsheet and/or database with both a hard copy and electronic version provided to the client. The following ticket information is included in the database:

- Date
- Preprinted ticket number
- Hauler's name
- Truck number and truck capacity in cubic yards
- Total load percentage, as assigned by the client representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, or other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site

Since the load ticket data is the basis for invoicing, SDR works with the County's monitoring firm to ensure all data is complete and accurate.

TECHNICAL SUPPORT FOR REIMBURSEMENT

In addition to utilizing the industry's best practices for debris removal documentation, SDR will provide comprehensive Public Assistance technical support for reimbursement. SDR's Disaster Recovery Services Director will coordinate and set up all necessary meetings. SDR will meet with the County to review and update the information required for FEMA reimbursement submittals as well as assist with item checklists required for each FEMA category.

SDR's Program Assistance includes:

- Coordination with the County for their submission of the official request for state assistance and FEMA inspection.
- Review of the FEMA Project Worksheet (PW) for accurate scope of work and unit costs.
- Recovery process documentation, including creating a process to capture the daily log and tickets from the field/contractor and data entry of the recovery process. (Perform daily, weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDMS to final disposal), per FEMA requirements. Provide FEMA Category A submittals including final inspection reports.)
- Review project documentation for consistency, compliance, and completeness. Assist with submission of requests for payment, if needed.
- Make recommendations to County representatives for reimbursement tasks.
- Assist the County in negotiations with federal and state agencies and verify completion of work items for FEMA Category A-B for contract closeout.



MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

PUBLIC NOTICES

SDR will work with County public information efforts to inform residents about disaster recovery, debris management tasks, and how residents can participate in the community’s debris management and the expectations for the upcoming period.

SDR will participate in any established joint information center and provide materials and information to ensure the public is aware of debris clearance disaster recovery endeavors.

SDR can provide weekly public notices of the debris removal schedule to keep those affected by the processes informed. All public notices shall be approved by the County prior to release and will contain a description of the proposed work and how debris should be placed in the right-of-way for removal as well as a description of eligible debris and the schedule for removal.

Specific information will include:

- Cleanup instructions
- Status of cleanup
- Locations of drop-off or collection sites
- How to source separate
- Projected cleanup locations for the coming week

SDR will participate with the County with any other public information efforts including providing information for a telephone hotline and/or a flyer to hand out or to be inserted into utility bills/mailouts.

Consistent with the County’s desires, available information will include recycling/diversion programs for the disaster debris such as point of collection, hours, materials to be collected, method of collection (drop-off, curbside, bins, etc.).

Statements for Disaster Debris Information:

The following written statements are given as examples of what we can provide to assist entities with disseminating information to their constituents and are designed to be modified as needed. They may be used in flyers, newspaper articles, or read over television and/or radio. The statements are intended to fit into an overall public information strategy and may be used in conjunction with other messages about the disaster recovery process.

PERSONAL SAFETY STATEMENTS

EVERYONE INVOLVED IN DEBRIS CLEAN-UP IS ENCOURAGED TO WEAR PROPER CLOTHING AND RESPIRATORY PROTECTION. Protect yourself with gloves, hard-soled shoes or boots, and respiratory masks as necessary. If you have a cut or a scratch that is not healing properly, seek immediate medical attention.

POWER EQUIPMENT CAN BE DANGEROUS. If you are not familiar with or haven’t operated power equipment such as chain saws or grinders, consider hiring a licensed, qualified contractor to assist you.

STAY AWAY FROM UTILITY AND DEBRIS CREWS WORKING IN YOUR AREA. All utility and debris crews working for the County are licensed and qualified for the work they are performing. They maintain safety programs to reduce the occurrence of injuries in their work locations. However, you must stay clear of utility and debris crew operations because of the inherent dangers in operating heavy equipment.

MOBILIZATION AND OPERATIONS PLAN

READINESS – RESPOND - RECOVER

DEBRIS REMOVAL INSTRUCTIONS

HELP SPEED UP DEBRIS REMOVAL by placing debris in the right of way.

Follow these key steps:

- o Keep debris at least three feet from electrical utility poles and boxes, fire hydrants, and water and gas meters.
- o Separate woody (limbs and leaves) debris; construction and demolition debris and household hazardous waste into separate piles.
- o Garbage pickup will resume on your regular schedule on _____. Separate garbage from your disaster debris
- o Call _____ with debris removal questions at _____.
- o Debris removal will be ending soon, so residents are encouraged to take advantage of the free removal service.

DISASTER DEBRIS THAT WILL BE PICKED UP

- o Woody, vegetative debris: Limb and leaf debris created by the storm event.
- o Construction and demolition (C&D) debris: Debris such as 2X4's, dry wall, shingles, paneling, insulation, etc. that was created by the storm event. Do not place C&D debris at the roadside if your insurance company pays for a contractor to clear your C&D debris from your home.
- o White goods: appliances and other household devices that were damaged/destroyed by the storm event.
- o Household hazardous waste: Material that includes such things as paint, fuels, insecticides, pesticides, sprays with petroleum distillates, etc. These will only be picked up if they are associated with damage from the storm event.

Each of these will need to be separate from the other at the roadside. Some of the materials will be processed for recycling and some of these materials will go to immediate disposal. Your assistance is necessary for debris clearance to progress rapidly and correctly.

ASSISTANCE WITH PRIVATE PROPERTY DEBRIS REMOVAL

Anyone who needs assistance with debris removal, such as senior citizens, and those that need help with activities of daily living may call _____ to schedule a volunteer to assess your needs. Assistance will be provided by volunteer groups working in our area and will be prioritized for those that do not have insurance coverage to pay for the cleanup.

FIRST/SECOND/THIRD PASS NOTICE

The County's contractor will be in _____ (add in neighborhoods or street designations) for a (first/second/third) pass at picking up disaster debris from the road right of way. Only eligible debris will be picked up.

NOTE:

County should insert the appropriate debris and/or safety statements above to assist residents and business owners with the safe and efficient removal of debris.

DOCUMENTATION, REPORTING, AND RECONCILIATION

PROPRIETARY NOTICE

This document includes data that shall not be disclosed outside the Government, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation of company capabilities in conjunction of any proposal or award, without consent from Southern Disaster Recovery (SDR).

Onsite monitoring of disaster debris during a recovery project is typically managed by a firm specializing in debris monitoring and tracking. Should an entity require self-monitoring by the debris recovery and removal contractor during a declared disaster, Southern Disaster Recovery (SDR) has access to a leading storm management software system, STORMadms™, which was designed to streamline debris tracking and ticketing. STORMadms™ applications and reporting work together to support overall management of a project, drive down costs, increase efficiency, and, easily integrates with SDR's QuickBooks and Microsoft Office applications.



SDR's current electronic protocol for debris data management easily supports the importing of any data output from a Monitoring Firm's Automated Debris Management System (ADMS). The integration of our selected software choices provides intelligent, flexible, and accessible methodology to manage complex work. In the absence of a Monitoring Firm's ADMS, SDR has a robust field documentation system that has proven its reliability as source documentation for FEMA and other federal funding program reimbursements. SDR recognizes the importance of, and the details required, for documenting and reporting disaster recovery services throughout the entire recovery process. Our project management documentation process is built to exceed related federal guidance including:

- Archived Documents Include:
 - FEMA 321 Public Assistance Policy Digest
 - FEMA 322 Public Assistance Guide
 - FEMA 325 Public Assistance Debris Management Guide
 - FEMA 329 Debris Management Brochure
 - FEMA Disaster Assistance Policy
 - DAP 9523.11: Hazardous Stump Extraction and Removal Eligibility
 - DAP 9523.12: Debris Operations; Hand loaded trucks and trailers
 - DAP 9523.13: Debris Removal from Private Property
 - DAP 9523.4: Demolition of Private Structures
 - FEMA Fact Sheets
 - 9580.1 Public Assistance Debris Operations Job Aid
 - 9580.4 Debris Operations
 - 9580.201 Debris Removal – Applicant's Contracting Checklist
 - 9580.203 – Debris Monitoring
- FP 104-009-1 Public Assistance Program and Policy Guide
- FEMA Stafford Act Sections 403 & 407



- FEMA Stafford Act Section 316
- 44 CFR 10.8(d)(2) Determination of requirement for environmental reviews
- 44 CFR 206.44 Implementing CoBRA
- National Environmental Protection Act (NEPA)
- FHWA/ER Program - 23 CFR 668 Subpart A
- USACOE EM 385-1-1 Safety Guidance/Accident Prevention Plan

SDR structures our service delivery, plans/procedures, and training to ensure we conduct a disaster recovery project for the greatest federal government reimbursement to our client. Our plans and procedures include the field deployed, command center, and administrative tools to ensure proper documentation of the removal of eligible debris. Our protocols assure the entities to which we are contracted that their federal reimbursement will be fully maximized.

Our system is built upon:

- ✓ Proper certification of haul vehicles with entity signatures and approvals.
- ✓ Proper field documentation of each load hauled with identification of the particular certified vehicle, driver and location of eligible debris removed.
- ✓ Proper field documentation of each load disposed of (or reduced) with specific information concerning the disposal location and the safe, permitted operation of that disposal (or reduction site) location.
- ✓ Daily reports (including access to those reports) of the updated loads hauled database to ensure ongoing transparency and communication of work accomplished.
- ✓ Field documentation fully supported by detailed reports and up-to-date databases that describe eligible debris removed from eligible roadways.

Additionally, SDR's project management documentation process provides for positive identification and control of work on FHWA and other federal aid eligible roads.


Most jurisdictions anticipate receiving disaster recovery funding from various state and/or federal agencies, which necessitates strict adherence to established guidelines and the provision of required documentation. In addition, systems must validate the exact level of effort provided by the contractor in order to properly control and verify the work effort. To that end, SDR has established a catalog of forms and documentation, which successfully provides the required information for full reimbursement from the various funding agencies, as well as the essential documents to secure payment to the contractor.

The following pages detail SDR's forms and processes for each step of the project.

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HOURLY TIME SHEETS

The *Hourly Push Time Sheet* is used during the 70-hour “push” or “cut and toss” phase to properly identify who worked, their job classification, work performed, and any equipment utilized. The connectivity between labor hours and equipment run-time is very important in final documentation and FEMA reimbursement.

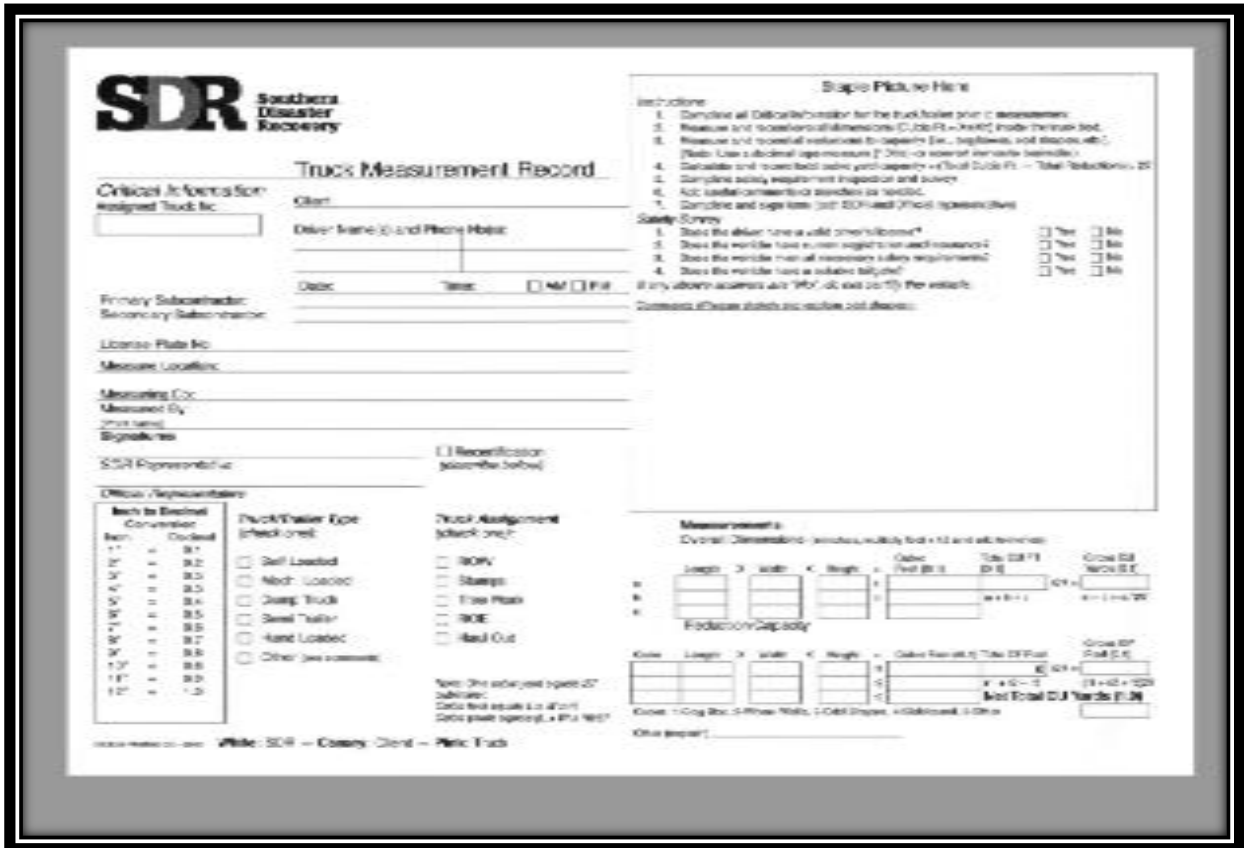
		SOUTHERN DISASTER RECOVERY 109 White Oak Road Greenville, SC 29609 www.southerndr.com P. (864) 469-9776 F. (864) 469-9642							
TIME SHEET									
APPLICANT	Subcontractor	Crew Number	LOCATION/SITE						
NOTES									
Personnel / Equipment	OPERATOR'S NAME	DATE AND HOURS WORKED EACH DAY							TOTAL HOURS
INDICATE MAKE, MODEL, AND JOB DESCRIPTION AS APPROPRIATE		DATE							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		INITIALS							
CERTIFIED BY:		TITLE		DATE					

SDR Hourly Push Time Sheet (Document shown smaller than actual size)

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TRUCK CERTIFICATION FORM

The *Truck Certification Form* documents that the truck and/or trailer is safe, properly licensed, insured, and operated by a licensed driver. The form also certifies the load carrying or volume capacity of the truck and/or trailer, which is a necessary component in determining the total load haul amount for use in the federal reimbursement and contractor compensation process.



The image shows a screenshot of the SDR Truck Certification Form, titled "Truck Measurement Record". The form is divided into several sections:

- Client Information:** Fields for Client Name, Driver Name(s) and Phone Number, Date, and Time. There are checkboxes for "NM" and "PI".
- Subcontractor Information:** Fields for Primary and Secondary Subcontractor.
- Licensing and Insurance:** Fields for License Plate No. and Measure Location.
- Measuring Information:** Fields for Measuring Co., Measured By, and Signature.
- SDR Representative:** A field for the SDR Representative's name and signature.
- Truck/Trailer Specifications:**
 - Truck/Trailer Type (check one):** Radio buttons for Self-Loaded, Mech. Loaded, Dump Truck, Steel Trailer, and Hard Loaded. There is also a checkbox for "Other (see comment)".
 - Truck Alignment (check one):** Radio buttons for ROW, Steep, True Road, ROE, and Not Out.
- Notes:** A section for additional notes, including "Note: Do not exceed speed of 25 MPH" and "Do not exceed 100% GVW".
- Measurements:** A section for recording dimensions (Length, Width, Height) and Capacity (Cubic Feet, Tons). It includes formulas for calculating Gross Weight and Net Total GVW.
- Instructions:** A list of seven instructions for completing the form, such as "Complete all fields on this form for the truck before print or e-submission" and "Measure and record all dimensions (L, W, H, F, A, H, T) inside the truck bed".
- Safety Survey:** A section with four questions and Yes/No checkboxes:
 - Does the driver have a valid driver's license?
 - Does the vehicle have current registration and insurance?
 - Does the vehicle meet all necessary safety requirements?
 - Does the vehicle have a valid title?

SDR Truck Certification Form (Document shown smaller than actual size)

LOAD TICKET

SDR's *Load Ticket* may also be utilized by the Client to record the debris collected and transported from rights-of-way to the designated disposal sites. SDR captures 15 key data points described in the Debris Management Guide (FEMA). The six-part load ticket allows all recovery participants to accurately maintain documentation of their billable activities during the recovery project.


Each week, or more frequently if deemed necessary by the severity of the storm, the load tickets used will be posted to a spreadsheet and/or database and electronically submitted to the Client.

The database includes the following information from each load ticket:

- Date
- Preprinted ticket number
- Hauler's name

- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned by the Client Representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site

01/09



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Recovery
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2201

Load Ticket

Contracting Agency:		Date:
Subcontractor:		
Truck No.:	Max Load Capacity:	CY
Loading Site: (Street or Intersection, City, County)		
Load Classification: (check one)		
<input type="checkbox"/> Vegetative/Woody	<input type="checkbox"/> C & D	
<input type="checkbox"/> Mixed	<input type="checkbox"/> Mulch	
<input type="checkbox"/> White Goods	<input type="checkbox"/> Other (specify):	
Driver's Name: (print)		
Loading Site Departure Time:		
Agency Loading Site Monitor:		
Signature:	ID #:	
Disposal Site Location:		
Disposal Site Arrival Time:		
Debris Quantity Estimate: Cubic Yard Estimate:		Tons:
% Full	CY's	
Agency Disposal Site Monitor:		
Signature:	ID #:	
Notes:		
Southern Disaster Recovery, 416 The Parkway #214, Greer, SC 29615 - Ph: 864-881-7797		
White: SDR - Blue: Invoice Copy - Green: Agency - Canary: Client Tower - Pink: Truckers Copy - Gold: Client Field		

SDR 6-part Sequentially Numbered Load Ticket (Document shown smaller than actual size)

As demonstrated in the preceding example, the load ticket records all necessary identifying data to expedite data processing, compensation, and reimbursement.


The distribution of all ticket copies for the various type of debris will be determined by the contractor and the designated Project Officer.

Entity officials may authorize other debris recovery tasks during debris management for which the Load Ticket is not suitable. Specifically, leaners and hangers have unique documentation requirements.

LEANER/HANGER WORKSHEET

The *Hanger/Leaner Worksheet* documents the eligible work effort of the assigned crew in the field in a manner consistent with the FEMA Public Assistance Program and Policy.

Leaner / Hanger Worksheet



SDR
Disaster Debris Recovery

Applicant: _____

Contractor: _____ Subcontractor: _____

Applicant Representative: _____

This is Ticket # **1000**

Date: _____

Truck# _____

No.	Physical Location (i.e. Street Address, etc.)	Structure Details (ROW, S.O.I., Park, City Id#, etc.)	Species		Treatment		Picture # and Comments
			QFS (Diameter Degree)		Leaner Tree Size (Dbs. in.)	Hanger	
1			Le(0)	Le(0)			
2			Le(0)	Le(0)			
3			Le(0)	Le(0)			
4			Le(0)	Le(0)			
5			Le(0)	Le(0)			
6			Le(0)	Le(0)			
7			Le(0)	Le(0)			
8			Le(0)	Le(0)			
9			Le(0)	Le(0)			
10			Le(0)	Le(0)			
11			Le(0)	Le(0)			
12			Le(0)	Le(0)			
13			Le(0)	Le(0)			
14			Le(0)	Le(0)			
15			Le(0)	Le(0)			
16			Le(0)	Le(0)			
17			Le(0)	Le(0)			
18			Le(0)	Le(0)			
19			Le(0)	Le(0)			
20			Le(0)	Le(0)			
21			Le(0)	Le(0)			
22			Le(0)	Le(0)			
23			Le(0)	Le(0)			
24			Le(0)	Le(0)			
25			Le(0)	Le(0)			
26			Le(0)	Le(0)			
27			Le(0)	Le(0)			

* White: SDR * Blue: Debris * Green: Other * Canary: Field

SDR Leaner/Hanger Worksheet (Document shown smaller than actual size)

DATA VERIFICATION AND REPORTING

Just as in the Field Ticketing for Loads and Time/Material Tickets, the third-party independent monitor signature is an important validation for the County to document for disaster reimbursement purposes.

Following the collection of data in the field via Load Tickets or Leaner/Hanger Worksheets, all documents are entered into a spreadsheet for subsequent reports and invoicing. Entity officials and will receive daily reports and updates

that are integrated into the entity's situation reporting, enabling the production of any manner of report for daily briefings, weekly rollups, or work reconciliation. Reports are tailored to support the unique needs of each client.

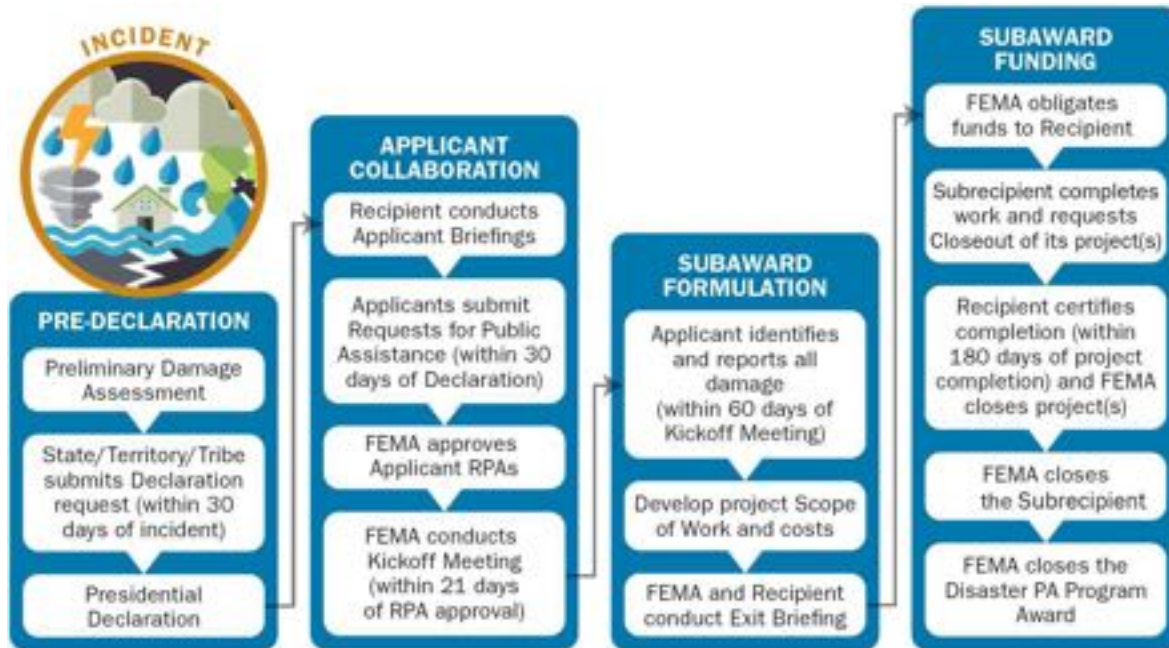
In addition to the aforementioned forms, SDR may provide the following source documentation in conjunction with the entity's monitoring firm:

1. Monitored Time and Materials Tickets and Summary Spreadsheets
2. Debris estimate reports
3. TDMS
 - a. Lease Agreement (if warranted)
 - b. Property Owner Releases
 - c. Pre-cleanup pictures of site
 - d. Site Characterization Report; Soil samples
 - e. State Environmental Agency Permit
4. Truck Certification Forms, Photos, Summary Spreadsheets
5. Daily Action Plan(s), Damage Reports, Customer Contact Reports
6. Monitored Load/Haul Tickets, Summary Spreadsheets, Daily Reports
7. Monitor Tower Log Sheets, Daily Reports
8. Monitor Tower Log Sheets, Monitored Haul Out Load Tickets/Tipping Tickets, Sales Receipts (if warranted); disposal locations permits/name, addresses, contact information
9. Monitor Geo-locate, Review/inspection prior to work
10. TDMS Closeout Report

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FEMA PROGRAM ASSISTANCE COORDINATION

SDR's FEMA Program Director can set up and coordinate necessary meetings. The Program Director will meet with the entity to review and/or update existing information that may be required for FEMA reimbursement submittals, and detail item checklists required for each FEMA categories A and B.



SDR's Program Assistance will include the following:

- Coordination with the entity to submit an official request for State assistance and FEMA inspection.
- Local government representation: SDR can train and assist the entity's personnel with submittal forms for force labor accounts and equipment inventory data sheets.
- Evaluation of the entity's FEMA Project Worksheet (PW) for accurate scope of work and unit costs.
- Recovery process documentation: SDR can assist the entity in formulating a plan to process all daily logs, tickets from the field/contractor, and enter data of the recovery process. Perform daily and/or weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDMS to final disposal), per FEMA requirements. Provide FEMA Category A submittals, including final inspection reports.
- Examination of project documentation for consistency, compliance, and completeness. Assist with submission of Requests for Payment, if necessary.
- Recommendations to entity representatives for reimbursement tasks.
- Negotiation assistance with state and/or federal entities, if needed. Verification of work-item tasks completion for FEMA Category A-B for contract closeout.



FEMA REIMBURSEMENT PROCESSES

Southern Disaster Recovery (SDR) is highly experienced and qualified to assist any entity with all aspects of FEMA reimbursement and documentation. We have the expertise to perform the tasks of the project to meet the needs of the entity and maximize funds reimbursement. Our operations are based on the Public Assistance Program as stipulated in The Stafford Act and clarified in 44 CFR, FEMA’s Public Assistance Program and Policy Guide (PAPPG) and archived debris removal technical documents (FEMA’s 325 Guide, the 9500 series) and various other FEMA publications on the subject of disaster debris management.

We have found that the best way to maximize your Federal reimbursement is to conduct and document our work that is fully in adherence with our contract, FEMA’s Public Assistance program, national safety standards and state/federal environmental standards. As you will see in the following table; our company is aligned with this statement from top to bottom. Additionally, you will notice the expertise noted in this table is tremendous in addressing those issues that are a matter of interpretation by FEMA field reps and administrators; helping ensure your full eligible reimbursement!

To date, all SDR’s clients have received their full eligible reimbursement from the FEMA Public Assistance program.

SDR EMPLOYEE	ROLE WITHIN COMPANY	SPECIFIC EXPERIENCE WITH FEMA PUBLIC ASSISTANCE REIMBURSEMENT AND OTHER GRANT PROGRAMS
Johnny Deloach	FEMA Liaison	<ul style="list-style-type: none"> • Retired FEMA employee, deputy for debris in FEMA Region IV • Consultant to states/counties • Consultant to US Army Corps of Engineers • Expertise in: Preliminary Damage Assessments (PDA’s), preparation and review of Project Worksheets (PW’s), securing Immediate Needs Funding and Expedited Funding
Al McClaran	CEO	<ul style="list-style-type: none"> • Written numerous disaster debris management plans organized to adhere to FEMA’s Public Assistance program. • Has worked directly with local governments in their PDA, PW’s and Immediate Needs Funding • Has Led and Managed over 90 disaster debris removal projects over the past nine (9) years
Chip Patterson	VP of Operations	<ul style="list-style-type: none"> • Operations Chief and grants manager in two State emergency management organizations (NC, FL) • City/County Emergency Management Director (Jacksonville/Duval County, FL) and grants manager for over 10 years (FEMA PA, HMGP, FMAP, UASI, SHSGP, MMRS) • Technical writer for FEMA’s CPG 201 program; Recovery/Public Assistance program; Disaster Debris Management Plan



		<ul style="list-style-type: none"> • Trainer for FEMA’s CPG 201 program (Recovery, PA program, Debris Management) in urban cities • Lead technical expert debris removal in catastrophic planning in urban areas (SE FL, NY/NJ, TX) • Project Manager, Senior Project Manager, or Director on 27 jurisdictions’ disaster debris removal contract activations
Randy Thompson	Government Affairs	<ul style="list-style-type: none"> • Certified Emergency Manager (CEM) with over 30 years’ experience in emergency management planning, operational response, project/program management and disaster response/recovery. • Local government public safety experience (Fire/Law Enforcement/Emergency Management) • County Emergency Services Director (10 years) – readiness programs, PA, HMGP, SHSGP, EMPG grant management, disaster response/recovery • County Elected Leader (County Commissioner) • Ten (10) years providing leadership and management in disaster debris removal contract activations.
Sonny Sims	Sr. Project Manager	<ul style="list-style-type: none"> • Disaster Debris Removal Project Management <ul style="list-style-type: none"> ➤ 2020 SC Tornado- Hampton Co, SC ➤ 2020 SC Tornado-SCDOT Barnwell Co, SC ➤ 2020 SC Tornado-SCDOT Oconee Co, SC ➤ 2020 Spartanburg Tornado- Spartanburg, SC ➤ 2018 Hurricane Florence- New Bern, NC ➤ 2017 Hurricane Irma- City of Miami & City of Deltona, Florida ➤ 2016 Hurricane Matthew- Marion County & Lumberton Co, North Carolina ➤ 2014 Ice Storm Barnwell County, SCDOT, South Carolina ➤ 2009 Ice Storm Dunklin County, Missouri ➤ 2008 Hurricane Ike- Liberty Co, San Jacinto, and Huntsville, Texas ➤ 2005 Hurricane Wilma- Coral Gables, Lauderdale by the Sea, City of Miami, University of Miami, Miramar, and Margate, Florida ➤ 2005 Hurricane Rita- Islamorada, Florida ➤ 2005 LDOT Boregard, Allan, Jefferson Davis Parish, Louisiana ➤ 2005 Hurricane Katrina- Coral Gables, City of Miami, University of Miami, Islamorada, Marathon and Dade County, Florida ➤ 2005 Hurricane Katrina- Gulf Breeze, Escambia Co, Florida, Mobile Alabama ➤ 2004 Hurricane Francis and Charlie- Winter Park, Winter Springs, and Marion County, Florida ➤ 2003 Hurricane Isabel- Richmond, Chesterfield Co, and Henrico County, Virginia ➤ 2002 Ice Storm Raleigh, North Carolina



Modified Equipment List

Name	Equipment Description	VIN/Serial No.
2015 Talbert	Lowboy Trailer	40FSK5135F1034069
2016 Kenworth T880	Road Truck w/26'Forage Trailer	1NKZLP0XXGJ115213
2001 Peerless	Live BottomTrailer	1PLE045241PH52089
2004 Mack CHN 600	Road Tractor	1M1AA18Y44N157606
2003 Hudson	10 Ton Equipment Trailer HTD18	10NNTDIDX31000045
2006 International 4000S	Bucket Truck	1HTMMAAN96H219994
2019 Kenworth T880	Road Truck w/30' Trinity Trailer	1NKZXPEX0KJ282444
2020 Kenworth T880	Dump Truck	1NKZXPEX1LJ358500
2021 Kenworth T880	Road Tractor	1XKZP4TX4MJ447907
1999 Komatsu	Excavator PC300-6	A83018
2016 Volvo Artic Hauler	Off-Road Truck	740285
Mccloskey	Trommel Screener	89467
Caterpillar	Wheel Loader IT38G	CSX00780
2007 Komatsu	Excavator PC200LC-8	C60323
2010 Komatsu	WA250-6 Wheel Loader w/ CouplerBuckets & Forks	A76226
2005 Caterpillar	Track Loader 953C	BBX01052
2004 McPherson	Air Curtain Incinerator	5811104
2014 Komatsu	Excavator PC210LC-10w/42" bucket&thumb	A10410
2014 Komatsu	Crawler Dozer D39PX-23	90319
Reach Fork Lift	Reach Fork lift 6K-34'Diesel FL01-0381	RS5JV1211550
2017 Komatsu	Excavator PC170LC-10w/42" bucket & thumb	EJX00253
2017 CAT	Track Loader 259D	FTL12657
Komatsu	Wheel Loader WA320-7w/bucket	A36081

***SDR also has a dedicated fleet of subcontractors with 90+ self-loaders and 60+ bucket trucks.**

109 White Oak Rd. Greenville SC 29609 | Office 864-469-9776 | Fax 864-469-9642

www.southernldr.com



SUBCONTRACTOR PROTOCOL

MBE | WBE | DBE | Local Participation

Southern Disaster Recovery (SDR) is committed to the localities we serve and pledge to further assist in their recovery by offering subcontracting opportunities to local contractors. To ensure we have the labor resources needed, we will reach out to other subcontractors who have previously worked for us if local resources are inadequate. Depending on the size of the project SDR may subcontract up to sixty percent of the debris operations.

Our highest priority is to provide the necessary resources for your entity's full physical and economic recovery.

SDR will enlist the services of subcontractors that have been carefully vetted. SDR subcontractors:

- ✓ Meet federal and contract standards of safety
- ✓ Are experience and highly skilled
- ✓ Have all necessary liability and workers compensation insurances
- ✓ Adhere to our strict safety and drug-free work zone policies

SDR contractors are our responsibility. All management, bonding, funding, safety compliance, and documentation of subcontractors are handled by SDR's administrative staff. We utilize a comprehensive subcontractor agreement, which must be signed and on file in our office before any subcontractor begins operations on a debris removal project. That mutual agreement subordinates the subcontractor to the entity's contract with SDR.

MBE | WBE | DBE | Local Participation

While we have a large fleet of debris removal equipment, we strive to use local, minority businesses, women's business enterprises, and labor surplus area firms are used when possible whenever possible. Upon award of a disaster debris removal contract, SDR will advertise locally announcing the opportunity for area contractors to join our efforts as a viable subcontractor. Respondents then begin SDR's vetting and training process.

SDR takes all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.



- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The involvement of the entire community is crucial to the full economic and social recovery from a disaster situation. To the that end, we encourage all subcontractors in our employ to patronize and support other local businesses to further strengthen and revitalize the area throughout recovery operations.

Your satisfaction with SDR depends largely upon our subcontractors' performance. To ensure efficient and seamless operations, SDR provides:

- ✓ Quality control
- ✓ Teaming efforts with the monitoring firm
- ✓ Clear and frequent communication to ensure satisfactory outcomes

Unit Cost Fee Rate Schedule

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MOBILIZATION AND DEMOBILIZATION</u>	L.S.	N/C

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY</u>		
Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	\$80.00
Bucket Truck - 50 Ft.	Hour	\$95.00
Bucket Truck - 50' to 75'	Hour	\$115.00
Chipper w/2-man Crew	Hour	\$85.00
Crane - 100 Ton (8 Hr. Minimum)	Hour	\$275.00
Crane - 50 Ton	Hour	\$150.00
Crane 30 Ton or larger	Hour	\$115.00
Dozer -D-6 or equivalent	Hour	\$105.00
Dozer-CAT D4 or equivalent	Hour	\$75.00
Dozer-Cat D8 or equivalent	Hour	\$135.00
Dump Truck - 5 CY	Hour	\$65.00
Dump Truck - Trailer, 50-80 cubic yard	Hour	\$115.00
Dump Truck-Tandem, 14-18 cubic yard	Hour	\$79.00
Dump Truck-Trailer, 24-40 CY	Hour	\$89.00
Dump Truck-Trailer, 41-60 CY	Hour	\$110.00
Dump Trailer w/Tractor, 30 to 40 CY	Hour	\$78.00
Dump Trailer w/Tractor, 41 to 50 CY	Hour	\$95.00
Dump Trailer w/Tractor, 51 to 60 CY	Hour	\$105.00
Dump Truck - 10 to 15 CY	Hour	\$78.00
Walking Floor Trailer w/Tractor, 100CY	Hour	\$115.00
Equipment Transports	Hour	\$130.00
Excavator - Cat 320 or equivalent	Hour	\$122.00
Excavator - Cat 325 or equivalent	Hour	\$135.00
Excavator - Cat 330 or equivalent	Hour	\$143.00
Excavator - Rubber Tired with debris grapple	Hour	\$132.00

This document in its entirety must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule (Page 2 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Farm Tractor w/Box blade	Hour	\$56.00
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	\$167.00
Forklift - Extends Boom with debris grapple	Hour	\$89.00
Jetter Vac Truck	Hour	\$210.00
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	\$72.00
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	\$118.00
Loader - Knuckle boom -216 Prentice or equivalent	Hour	\$135.00
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$143.00
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$152.00
Loader - Skid Steer-753 Bobcat w/Bucket or equivalent	Hour	\$73.00
Loader - Steer-753 Bobcat Skid with Street Sweeper or equivalent	Hour	\$75.00
Loader - Towed w/Tractor, Prentice 210 or equivalent	Hour	\$125.00
Loader - Wheel JD 644, or equivalent, with debris grapple or equivalent	Hour	\$138.00
Loader - Wheel, Cat 955 or equivalent	Hour	\$142.00
Loader - Wheel, Cat 966 or equivalent	Hour	\$157.00
Loader - Wheel, JD 644, 2-3 CY Articulated w/Bucket or equivalent	Hour	\$139.00
Log skidder-JD 648E, or equivalent	Hour	\$149.00
Motor Grader-CAT 125 - 140HP or equivalent	Hour	\$125.00
Pickup Truck - Unmanned	Hour	\$17.50
Portable Light Plant	Hour	\$27.00
Power Screen	Hour	\$325.00
Loader-Self, Scraper CAT 623 or equivalent	Hour	\$147.00
Stacking Conveyor	Hour	\$63.00
Stump Grinder/ Vermeer 252 or equivalent	Hour	\$67.00
Street Sweeper	Hour	\$122.00
Sweeper – open air broom	Hour	\$49.00
Track hoe 690 J.D. or equivalent	Hour	\$135.00

Unit Cost Fee Rate Schedule (Page 3 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Truck - 1 ton Pickup	Day	\$149.00
Truck - 1/2-ton Pickup	Day	\$130.00
Truck - 3/4-ton Pickup	Day	\$140.00
Truck - 6 Wheel Drive Heavy Off Roads	Hour	\$ 89.00
Truck - Box	Day	\$165.00
Truck - Service	Hour	\$72.00
Truck - Supplies	Hour	\$65.00
Truck - Water	Hour	\$61.00
Utility Van	Day	\$172.00
Other (List)		
Other (List)		
Other (List)		

Unit Cost Fee Rate Schedule (Page 4 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>DEBRIS REMOVAL SERVICES</u>		
Debris Removal from Event Site and Hauling to DMS 0-30 Miles.	CY	\$7.75
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	\$8.10
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	\$6.10
Debris Removal from Event Site and Hauling to DMS 31-60 Miles.	CY	\$10.70
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	\$12.25
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	\$8.65
Debris Removal from Event Site and Hauling to DMS 61+ Miles.	CY	\$13.75
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	\$15.25
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	\$10.50
White Goods removal, segregation, and disposal at approved location*	Item	\$45.00
HAZWASTE removal, segregation, and packaging at DMS for disposal by others	Pound	\$5.25
Freon Management, Recycling and Disposal*	Per unit	\$45.00
Carcass Removal, Transportation and Disposal* (Removal of debris that will decompose such as animals or organic)	Pound	\$7.10
Waterway Debris Removal <i>Debris removal from canals, rivers, creeks, streams & ditches</i>	CY	\$82.50
Sand Collection and Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rock</i>	CY	\$23.50
Vessel Removal	Unit	\$72.00/linear foot
Demolition of Private Structure	CY	\$15.25
Vehicle Removal	Unit	\$225.00/each
Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions</i>	Unit	\$35.00/each
Biowaste Removal of waste capable of causing infection to humans <i>(Animal waste, human blood, pathological waste)</i>	Pound	\$8.50

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge the Entity at cost. All final disposal sites must be approved by Entity.

Unit Cost Fee Rate Schedule (Page 5 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
TREE OPERATIONS, INCLUDING HAULING		
Hazardous Trees Removal 6" diameter to 12" diameter	Tree	\$175.00
Hazardous Trees Removal >12" diameter to 24" diameter	Tree	\$340.00
Hazardous Trees Removal >24" diameter to 36" diameter	Tree	\$560.00
Hazardous Trees Removal >36" to 48"	Tree	\$790.00
Hazardous Trees Removal >48" +	Tree	\$995.00
Hazardous Limbs Removal >2"	Tree	\$96.00
Hazardous Stumps Removal >24" – 36"	Stump	\$245.00
Hazardous Stumps Removal >36" – 48"	Stump	\$390.00
Hazardous Stumps >48" +	Stump	\$525.00
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	\$12.00

DESCRIPTION OF SERVICE	UNIT	UNIT COST
MANAGEMENT AND REDUCTION		
Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.75
Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	\$2.25
Open Burning <i>Opening burning vegetative debris</i>	CY	\$1.90
Compacting <i>Compacting vegetative debris</i>	CY	\$1.45
Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	\$1.00

Unit Cost Fee Rate Schedule (Page 6 of 7)


DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>FINAL DISPOSAL</u>		
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass-through amount for vegetative</i>	CY	pass through
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass-through amount for mix</i>	CY	pass through
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass-through amount for C&D</i>	CY	pass through

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	\$14.10
Staked Silt Fence	LF	\$3.25
Fill Dirt	CY	\$12.00
Tree Protection, as required	LF	\$4.75
Dewater, as required	Hour	\$43.42
Bagged Ice, 50/100 lbs.	per	\$0.39/lb
Bottled Water, Palletized Truck Load	Lb.	\$0.16/lb
Bulk Water, Tanker	Gal	\$2.92
Water Tanker for Bulk Water, Tanker	Gal	\$0.75
Light Tower w/Generator	Day	\$96.00
Office Trailer, 40 ft	Day	\$175.00
Portable Toilet, Single	Day	\$6.50
Portable Toilet, Single	Week	\$38.00


Unit Cost Fee Rate Schedule (Page 7 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>PERSONNEL RATES</u>		
Traffic Control Personnel	Hour	\$31.00
Laborer	Hour	\$29.00
Survey Person w/Truck	Hour	\$34.00
Inspector w/Vehicle	Hour	\$38.00
Chainsaw w/Operator	Hour	\$33.00
Foreman w/Truck	Hour	\$41.00
Superintendent w/Truck	Hour	\$45.00
Climber w/Gear	Hour	\$92.00
Mechanic w/Truck and Tools	Hour	\$64.00
Ticket Writers / Individual	Hour	\$28.00
Clerical / Individual	Hour	\$30.00
Program Management Services – Professional	Hour	\$48.00
Program Management Services – Administrative	Hour	\$38.00
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

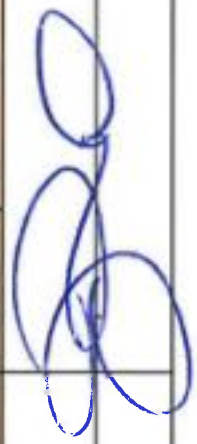
Evaluation Criteria Tabulation

Company Name		Notes	
Tetra Tech			
	Max Points	Points Awarded	
Project Approach	25	25	
Experience on Similar Projects	15	15	FL Experience
Company/Firm/Key Principal Qualifications and Capabilities	15	15	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	12	No Reference Letters.
Price	10	10	
Quality of Submittal Package	5	5	
Total	100	97	
Evaluator	Pamela Brownell		
Date	 8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
Disaster Program and Operations			
	Max Points	Points Awarded	
Project Approach	25	25	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	15	15	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	13	No Reference Letters
Price	10	5	Highest Price
Quality of Submittal Package	5	4	No Tabs
Total	100	92	
Evaluator	Pamela Brownell		
Date	8/15/2021 		

Evaluation Criteria Tabulation

Company Name		Notes	
Tetra Tech			
	Max Points	Points Awarded	
Project Approach	25	25	
Experience on Similar Projects	15	15	FL Experience
Company/Firm/Key Principal Qualifications and Capabilities	15	15	
Qualifications and Abilities of Professional Personnel	15	15	Bio's are nice
Client References for Similar Projects	15	13	No Reference Letters.
Price	10	10	
Quality of Submittal Package	5	4	Nice, Easy presentation. Tabs were not easy to follow
Total	100	97	
Evaluator	 Jennifer Daniels		
Date	8/15/2021		

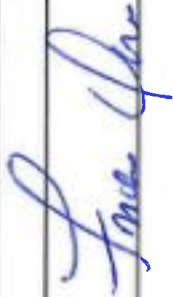
Evaluation Criteria Tabulation

Evaluation Criteria Tabulation			Notes
Company Name			
Disaster Program and Operations			
	Max Points	Points Awarded	
Project Approach	25	25	
Experience on Similar Projects	15	15	Florida Experience
Company/Firm/Key Principal Qualifications and Capabilities	15	15	
Qualifications and Abilities of Professional Personnel	15	15	Bios Great
Client References for Similar Projects	15	13	No Ref. Letters
Price	10	5	# 2 in price, only 2 RFP Responses
Quality of Submittal Package	5	4	No Tabs, makes the RFP hard to follow.
Total	100	92	
Evaluator			Jennifer Daneils
Date			8/15/2021

DEBRIS REMOVAL HOURLY 2021

Description	Unit	Tetra Tech	Dis. P&O
Project Manager	Hourly	\$ 65.00	\$ 135.00
Data Manager	Hourly	\$ 55.00	\$ 65.00
Cost Recovery Specialist	Hourly	\$ 95.00	\$ 85.00
Field Supervisors	Hourly	\$ 42.00	\$ 65.00
Fixed Site Monitors	Hourly	\$ 33.00	\$ 38.00
Environmental Specialists	Hourly	\$ 60.00	\$ 95.00
GIS Specialists	Hourly	\$ 50.00	\$ 65.00
Supervising Monitors	Hourly	\$ 45.00	\$ 42.00
Billing/Invoice Analysts	Hourly	\$ 45.00	\$ 35.00
Administrative Assistants	Hourly	\$ 20.00	\$ 30.00
Field Monitors	Hourly	\$ 33.00	\$ 38.00
TOTAL		\$ 543.00	\$ 693.00
AVERAGE (TOTAL/11)		\$ 49.36	\$ 63.00
COMPANY		Tetra Tech	Dis. P&O
		1	2

Evaluation Criteria Tabulation

Company Name			Notes
Disaster Program and Operations			
	Max Points	Points Awarded	
Project Approach	25	20	
Experience on Similar Projects	15	13	
Company/Firm/Key Principal Qualifications and Capabilities	15	12	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	10	
Price	10	9	
Quality of Submittal Package	5	3	
Total	100	80	
Evaluator			Fonda Davis 
Date			8/15/2021

Evaluation Criteria Tabulation

Company Name		Notes	
Tetra Tech			
	Max Points	Points Awarded	
Project Approach	25	23	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	15	14	
Qualifications and Abilities of Professional Personnel	15	14	
Client References for Similar Projects	15	15	
Price	10	10	
Quality of Submittal Package	5	5	
Total	100	96	
Evaluator	Fonda Davis		
Date	8/15/2021		

EVALUATOR TABULATION		Evaluators Names & Date					
		Fonda Davis, Pamela Brownell, Jennifer Daniels 08/15/21					
EVALUATION CRITERIA	Ranked #	Fonda Davis Totals	Pamela Brownell Totals	Jennifer Daniels Totals	Total of 3 (300)	Average Total / 3 (100)	
COMPANY NAMES							
Crowder Gulf		91	99	99	289	96	
SDR		88	100	100	288	96	
Ashbritt		84	93	93	270	90	
CERES Environmental Services		83	91	95	269	90	
D & J Enterprises Inc.		79	94	92	265	88	
Phillips & Jordan		73	93	94	260	87	
DRC Emergency Services		77	85	89	251	84	
Aftermath Disaster Recovery		81	81	85	247	82	
Bergeron		72	87	87	246	82	
TFR Enterprises		65	80	79	224	75	
Grubbs Emergency Services LLC		70	77	74	221	74	
Custom Tree Care Disaster Resp.		69	74	74	217	72	
Graham County Land Company		72	56	62	190	63	
KDF Enterprises		55	59	69	183	61	
Terry Tree Services		56	61	58	175	58	
JB Coxwell Cont. Inc.		48	52	52	152	51	
SDR & Crowder Gulf Tied. SDR has the lower price.							
Ashbritt & CERES tied for 3rd. CERES has the lower price.							

1. SDR
2. Crowder Gulf
3. CERES Environmental Services

EVALUATOR TABULATION

Evaluator Name & Date
Pamela Brownell 08/15/21



EVALUATION CRITERIA	PROJECT APPROACH (10)	EXPERIENCE ON SIMILAR PROJECTS (15)	PRINCIPAL QUALIFICATIONS AND CAPABILITIES (20)	QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL (15)	CLIENT REFERENCES FOR SIMILAR PROJECTS (15)	PRICE (20)	QUALITY OF SUBMITTAL PACKAGE (5)	TOTAL POSSIBLE (100)
COMPANY NAMES								
Custom Tree Care Disaster Resp.	10	10	15	10	15	12	2	74
Grubbs Emergency Services LLC	8	15	20	0	15	17	2	77
JB Coxwell Cont. Inc.	3	15	13	0	15	6	0	52
Aftermath Disaster Recovery	10	15	9	15	10	18	4	81
Phillips & Jordan	10	15	20	15	15	14	4	93
D & J Enterprises Inc.	10	15	20	15	15	15	4	94
Crowder Gulf	10	15	20	15	15	19	5	99
SDR	10	15	20	15	15	20	5	100
Terry Tree Services	10	8	8	9	15	8	3	61
DRC Emergency Services	10	15	20	10	15	10	5	85
KDF Enterprises	10	10	0	15	10	9	5	59
CERES Environmental Services	10	15	20	10	15	16	5	91
Bergeron	10	15	20	15	15	7	5	87
Graham County Land Company	5	8	8	15	10	5	5	56
TFR Enterprises	10	10	20	10	15	11	4	80
Ashbritt	10	15	20	15	15	13	5	93
								0
								0
								0
								0
								0
								0
								0

Evaluation Criteria Tabulation

Company Name		Notes	
Custom Tree Care Disaster Response			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	10	Not worked in State of Florida Since 2018 and only worked 4 projects.
Company/Firm/Key Principal Qualifications and Capabilities	20	15	Do have a lot of equipment, talks about subcontracts a lot in proposal
Qualifications and Abilities of Professional Personnel	15	10	Most personell trained in arborist, not really debris removal.
Client References for Similar Projects	15	15	
Price	20	12	No Bid Proposal in Binders
Quality of Submittal Package	5	2	No Bid Proposal in Binders
Total	100	74	
Evaluator	Pamela Brownell		
Date	8/15/2021		


 8/15/2021

Evaluation Criteria Tabulation

Company Name		Notes	
Grubbs Emergency Services, LLC		Max Points	Points Awarded
Project Approach	10	8	Mob & Demob \$500
Experience on Similar Projects	15	15	FL
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	0	None Provided, No Bios
Client References for Similar Projects	15	15	
Price	20	17	Ranked
Quality of Submittal Package	5	2	Not labeled. Not easy to follow, ABC Tabs
Total	100	77	
Evaluator	Pamela Brownell		

8/15/2021



Evaluation Criteria Tabulation

Company Name		Notes	
JB Coxwell Contractor Inc			
	Max Points	Points Awarded	
Project Approach	10	3	Didn't really tell me how you are going to approach debris for Franklin County
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	13	I see that your agency has lots of equipment and personell but didn't really answer the question.
Qualifications and Abilities of Professional Personnel	15	0	Didn't see the answer to the question
Client References for Similar Projects	15	15	
Price	20	6	Next to highest rank
Quality of Submittal Package	5	0	Not tabbed out like RFP stated.
Total	100	52	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
Aftermath Disaster Recovery			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	Lots of experience
Company/Firm/Key Principal Qualifications and Capabilities	20	9	minimal info given
Qualifications and Abilities of Professional Personnel	15	15	good bios
Client References for Similar Projects	15	10	Exp. Sub Contractor/and most not debris
Price	20	18	ranked
Quality of Submittal Package	5	4	layout could have been better
Total	100	81	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
Phillips and Jordan			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	14	ranked
Quality of Submittal Package	5	4	Had to hunt project approach
Total	100	93	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
D & J Enterprises Inc.			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	15	price ranked
Quality of Submittal Package	5	4	table of contents ref tabs. There are no tabs.
Total	100	94	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
Crower Gulf			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	19	Price Ranked
Quality of Submittal Package	5	5	
Total	100	99	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
SDR			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	Very well layed out
Client References for Similar Projects	15	15	Reference Letters would have been nice
Price	20	20	
Quality of Submittal Package	5	5	
Total	100	100	
Evaluator	Pamela Brownell		

8/15/2021

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
Terry Tree Services			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	8	Very Little hurricane experience
Company/Firm/Key Principal Qualifications and Capabilities	20	8	Little info given
Qualifications and Abilities of Professional Personnel	15	9	Would like more info on personnel
Client References for Similar Projects	15	15	
Price	20	8	Ranked
Quality of Submittal Package	5	3	Minimal
Total	100	61	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
DRC Emergency Services			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	10	little info given on personnel
Client References for Similar Projects	15	15	
Price	20	10	ranked
Quality of Submittal Package	5	5	
Total	100	85	
Evaluator			Pamela Brownell
Date			8/15/2021

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
KDF Enterprises			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	10	only 2 worked in florida
Company/Firm/Key Principal Qualifications and Capabilities	20	0	Could not find it
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	10	no references from florida
Price	20	9	ranked
Quality of Submittal Package	5	5	
Total	100	59	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
CERES Env. Services			
	Max Points	Points Awarded	
Project Approach	10	10	well layed out
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	10	more info prefered on personnel
Client References for Similar Projects	15	15	
Price	20	16	ranked
Quality of Submittal Package	5	5	
Total	100	91	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
Bergeron			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	7	ranked
Quality of Submittal Package	5	5	very well done
Total	100	87	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name			Notes
Graham County Land Company			
	Max Points	Points Awarded	
Project Approach	10	5	Minimal
Experience on Similar Projects	15	8	little info given
Company/Firm/Key Principal Qualifications and Capabilities	20	8	little info provided
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	10	no references from florida
Price	20	5	ranked
Quality of Submittal Package	5	5	
Total	100	56	
Evaluator			Pamela Brownell
Date			8/15/2021

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
TFR Enterprises			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	10	little experience in florida
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	10	would like more info on personnel
Client References for Similar Projects	15	15	
Price	20	11	ranked
Quality of Submittal Package	5	4	could have been labeled better
Total	100	80	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

Evaluation Criteria Tabulation

Company Name		Notes	
Ashbritt			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	Very Well Done
Client References for Similar Projects	15	15	
Price	20	13	ranked
Quality of Submittal Package	5	5	
Total	100	93	
Evaluator	Pamela Brownell		
Date	8/15/2021		

Pamela Brownell

EVALUATOR TABULATION

Evaluator Name & Date
Fonda Davis 08/15/21




EVALUATION CRITERIA	PROJECT APPROACH (10)	EXPERIENCE ON SIMILAR PROJECTS (15)	PRINCIPAL QUALIFICATIONS AND CAPABILITIES (20)	QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL (15)	CLIENT REFERENCES FOR SIMILAR PROJECTS (15)	PRICE (20)	QUALITY OF SUBMITTAL PACKAGE (5)	TOTAL POSSIBLE (100)
COMPANY NAMES								
Custom Tree Care Disaster Resp.	10	12	10	13	12	9	3	69
Grubbs Emergency Services LLC	8	13	10	9	10	17	3	70
JB Coxwell Cont. Inc.	5	10	10	5	10	6	2	48
Aftermath Disaster Recovery	7	12	16	13	12	18	3	81
Phillips & Jordan	7	12	14	13	10	14	3	73
D & J Enterprises Inc.	5	12	18	13	13	15	3	79
Crowder Gulf	8	14	18	13	14	19	5	91
SDR	7	12	18	13	15	20	3	88
Terry Tree Services	8	10	10	10	7	8	3	56
DRC Emergency Services	7	13	17	14	12	10	4	77
KDF Enterprises	8	12	10	7	7	9	2	55
CERES Environmental Services	9	13	16	13	13	16	3	83
Bergeron	8	13	15	13	12	7	4	72
Graham County Land Company	8	12	17	13	13	5	4	72
TFR Enterprises	5	12	10	12	12	11	3	65
Ashbritt	8	14	18	13	14	13	4	84
								0
								0
								0
								0
								0
								0
								0


Evaluation Criteria Tabulation

Company Name		Notes	
Custom Tree Care Disaster Response			
	Max Points	Points Awarded	
Project Approach	10	10	Pre-Event Contract
Experience on Similar Projects	15	12	Not Much FL Experience
Company/Firm/Key Principal Qualifications and Capabilities	20	10	Not Enough Information
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	12	
Price	20	9	
Quality of Submittal Package	5	3	
Total	100	69	
Evaluator	Fonda Davis		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
Grubbs Emergency Services, LLC			
	Max Points	Points Awarded	
Project Approach	10	8	
Experience on Similar Projects	15	13	
Company/Firm/Key Principal Qualifications and Capabilities	20	10	
Qualifications and Abilities of Professional Personnel	15	9	
Client References for Similar Projects	15	10	
Price	20	17	
Quality of Submittal Package	5	3	
Total	100	70	
Evaluator			Fonda Davis 
Date			8/15/2021

Evaluation Criteria Tabulation


Company Name		Notes	
JB Coxwell Contractor Inc		Max Points	Points Awarded
Project Approach	10	5	No Section Tabs
Experience on Similar Projects	15	10	More of a cut and toss than debris removal
Company/Firm/Key Principal Qualifications and Capabilities	20	10	Nothing in package
Qualifications and Abilities of Professional Personnel	15	5	
Client References for Similar Projects	15	10	
Price	20	6	
Quality of Submittal Package	5	2	
Total	100	48	
Evaluator	Fonda Davis 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
Aftermath Disaster Recovery			
	Max Points	Points Awarded	
Project Approach	10	7	
Experience on Similar Projects	15	12	
Company/Firm/Key Principal Qualifications and Capabilities	20	16	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	12	
Price	20	18	
Quality of Submittal Package	5	3	
Total	100	81	
Evaluator	Fonda Davis		
Date	8/15/2021		

Fonda Davis


Evaluation Criteria Tabulation

Company Name		Notes	
Phillips and Jordan		Max Points	Points Awarded
Project Approach	10	7	
Experience on Similar Projects	15	12	
Company/Firm/Key Principal Qualifications and Capabilities	20	14	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	10	
Price	20	14	
Quality of Submittal Package	5	3	
Total	100	73	
Evaluator	Fonda Davis 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
D & J Enterprises Inc.			
	Max Points	Points Awarded	
Project Approach	10	5	
Experience on Similar Projects	15	12	
Company/Firm/Key Principal Qualifications and Capabilities	20	18	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	13	
Price	20	15	
Quality of Submittal Package	5	3	
Total	100	79	
Evaluator	Fonda Davis		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
Crower Gulf			
	Max Points	Points Awarded	
Project Approach	10	8	
Experience on Similar Projects	15	14	
Company/Firm/Key Principal Qualifications and Capabilities	20	18	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	14	
Price	20	19	
Quality of Submittal Package	5	5	
Total	100	91	
Evaluator			Fonda Davis 
Date			8/15/2021

Evaluation Criteria Tabulation

Company Name		Notes	
SDR			
	Max Points	Points Awarded	
Project Approach	10	7	
Experience on Similar Projects	15	12	
Company/Firm/Key Principal Qualifications and Capabilities	20	18	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	15	
Price	20	20	
Quality of Submittal Package	5	3	
Total	100	88	
Evaluator	Fonda Davis		
Date	8/15/2021		

Fonda Davis

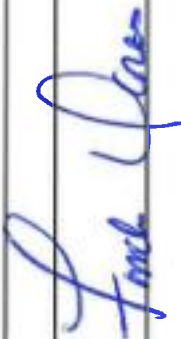
Evaluation Criteria Tabulation

Company Name			Notes
Terry Tree Services			
	Max Points	Points Awarded	
Project Approach	10	8	
Experience on Similar Projects	15	10	
Company/Firm/Key Principal Qualifications and Capabilities	20	10	
Qualifications and Abilities of Professional Personnel	15	10	
Client References for Similar Projects	15	7	
Price	20	8	
Quality of Submittal Package	5	3	
Total	100	56	
Evaluator			Fonda Davis
Date			8/15/2021

Evaluation Criteria Tabulation

Company Name		Notes	
DRC Emergency Services			
	Max Points	Points Awarded	
Project Approach	10	7	
Experience on Similar Projects	15	13	
Company/Firm/Key Principal Qualifications and Capabilities	20	17	
Qualifications and Abilities of Professional Personnel	15	14	
Client References for Similar Projects	15	12	
Price	20	10	
Quality of Submittal Package	5	4	
Total	100	77	
Evaluator	Fonda Davis		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes
KDF Enterprises		
	Max Points	Points Awarded
Project Approach	10	8
Experience on Similar Projects	15	12
Company/Firm/Key Principal Qualifications and Capabilities	20	10
Qualifications and Abilities of Professional Personnel	15	7
Client References for Similar Projects	15	7
Price	20	9
Quality of Submittal Package	5	2
Total	100	55
Evaluator	Fonda Davis 	
Date	8/15/2021	

Evaluation Criteria Tabulation

Company Name			Notes
CERES Env. Services			
	Max Points	Points Awarded	
Project Approach	10	9	
Experience on Similar Projects	15	13	
Company/Firm/Key Principal Qualifications and Capabilities	20	16	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	13	
Price	20	16	
Quality of Submittal Package	5	3	
Total	100	83	
Evaluator			Fonda Davis
Date			8/15/2021

Fonda Davis

Evaluation Criteria Tabulation

Company Name		Notes	
Bergeron			
	Max Points	Points Awarded	
Project Approach	10	8	
Experience on Similar Projects	15	13	
Company/Firm/Key Principal Qualifications and Capabilities	20	15	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	12	
Price	20	7	
Quality of Submittal Package	5	4	
Total	100	72	
Evaluator	Fonda Davis		
Date	8/15/2021		

Fonda Davis


Evaluation Criteria Tabulation

Company Name		Notes	
Graham County Land Company			
	Max Points	Points Awarded	
Project Approach	10	8	
Experience on Similar Projects	15	12	
Company/Firm/Key Principal Qualifications and Capabilities	20	17	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	13	
Price	20	5	
Quality of Submittal Package	5	4	
Total	100	72	
Evaluator	Fonda Davis		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
TFR Enterprises			
	Max Points	Points Awarded	
Project Approach	10	5	
Experience on Similar Projects	15	12	
Company/Firm/Key Principal Qualifications and Capabilities	20	10	
Qualifications and Abilities of Professional Personnel	15	12	
Client References for Similar Projects	15	12	
Price	20	11	
Quality of Submittal Package	5	3	
Total	100	65	
Evaluator	Fonda Davis		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name			Notes
Ashbritt			
	Max Points	Points Awarded	
Project Approach	10	8	
Experience on Similar Projects	15	14	
Company/Firm/Key Principal Qualifications and Capabilities	20	18	
Qualifications and Abilities of Professional Personnel	15	13	
Client References for Similar Projects	15	14	
Price	20	13	
Quality of Submittal Package	5	4	
Total	100	84	
Evaluator			Fonda Davis 
Date			8/15/2021

EVALUATOR TABULATION

Evaluator Name & Date
Jennifer Daniels 08/15/21

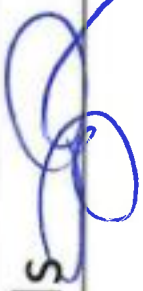


EVALUATION CRITERIA	PROJECT APPROACH (10)	EXPERIENCE ON SIMILAR PROJECTS (15)	PRINCIPAL QUALIFICATIONS AND CAPABILITIES (20)	QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL (15)	CLIENT REFERENCES FOR SIMILAR PROJECTS (15)	PRICE (20)	QUALITY OF SUBMITTAL PACKAGE (5)	TOTAL POSSIBLE (100)
COMPANY NAMES								
Custom Tree Care Disaster Resp.	10	10	15	10	15	12	2	74
Grubbs Emergency Services LLC	5	15	20	0	15	17	2	74
JB Coxwell Cont. Inc.	4	15	10	0	15	6	2	52
Aftermath Disaster Recovery	10	15	10	15	15	18	2	85
Phillips & Jordan	10	15	20	15	15	14	5	94
D & J Enterprises Inc.	10	15	20	15	15	15	2	92
Crowder Gulf	10	15	20	15	15	19	5	99
SDR	10	15	20	15	15	20	5	100
Terry Tree Services	10	8	7	7	15	8	3	58
DRC Emergency Services	10	15	20	14	15	10	5	89
KDF Enterprises	10	6	10	15	15	9	4	69
CERES Environmental Services	10	15	20	14	15	16	5	95
Bergeron	10	15	20	15	15	7	5	87
Graham County Land Company	7	10	10	15	10	5	5	62
TFR Enterprises	10	10	20	10	15	11	3	79
Ashbritt	10	15	20	15	15	13	5	93
								0
								0
								0
								0
								0
								0
								0


Evaluation Criteria Tabulation

Company Name		Notes	
Custom Tree Care Disaster Response			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	10	No Florida work since 2018. Only 1 large florida project.
Company/Firm/Key Principal Qualifications and Capabilities	20	15	16 yrs Equip List needed
Qualifications and Abilities of Professional Personnel	15	10	Well Trained but not nec. In debris
Client References for Similar Projects	15	15	Ref. Good
Price	20	12	Rank
Quality of Submittal Package	5	2	Fee Sched. Not included in pkg. Pulled from SD
Total	100	74	
Evaluator	Jennifer Daniels		
Date	8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
Grubbs Emergency Services, LLC			
	Max Points	Points Awarded	
Project Approach	10	5	Mob & Demob \$500
Experience on Similar Projects	15	15	FL
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	0	No Bios or Certs on personnel
Client References for Similar Projects	15	15	
Price	20	17	Ranked
Quality of Submittal Package	5	2	Not labeled. Not easy to follow, ABC Tabs
Total	100	74	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
JB Coxwell Contractor Inc		Max Points	Points Awarded
Project Approach	10	4	Approach not specific enough and tabbed wrong
Experience on Similar Projects	15	15	FL Exp
Company/Firm/Key Principal Qualifications and Capabilities	20	10	DBPR Lic but no qualification of key personell
Qualifcations and Abilities of Professional Personnel	15	0	Not Shown, Didn't See
Client References for Similar Projects	15	15	
Price	20	6	Next to highest rank
Quality of Submittal Package	5	2	Not Clearly marked or easy to follow
Total	100	52	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation


Company Name		Notes	
Aftermath Disaster Recovery			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	10	Not a lot of info on qualif. And cap.
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	18	ranked
Quality of Submittal Package	5	2	Not easy to follow , ABC Tabs
Total	100	85	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation


Company Name		Notes	
Phillips and Jordan			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	14	ranked
Quality of Submittal Package	5	5	
Total	100	94	
Evaluator	Jennifer Daniels		
Date			

8/15/2021

Evaluation Criteria Tabulation

Company Name		Notes	
D & J Enterprises Inc.			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	15	price ranked
Quality of Submittal Package	5	2	No Tabs hard to follow
Total	100	92	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
Crower Gulf			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	19	Ranked
Quality of Submittal Package	5	5	Reference letters would have been nice
Total	100	99	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
SDR			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	20	Best Price
Quality of Submittal Package	5	5	
Total	100	100	
Evaluator	Jennifer Daniels		
Date	8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
Terry Tree Services			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	8	Only 3 in FL - Hurricanes
Company/Firm/Key Principal Qualifications and Capabilities	20	7	not a lot listed
Qualifications and Abilities of Professional Personnel	15	7	not a lot listed
Client References for Similar Projects	15	15	
Price	20	8	Ranked
Quality of Submittal Package	5	3	Not a lot of info
Total	100	58	
Evaluator	Jennifer Daniels		
Date	8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
DRC Emergency Services			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	14	Bios would have been nice
Client References for Similar Projects	15	15	
Price	20	10	Ranked
Quality of Submittal Package	5	5	
Total	100	89	
Evaluator	Jennifer Daniels		
Date	8/15/2021		

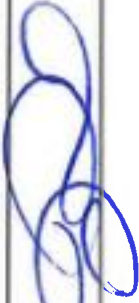
Evaluation Criteria Tabulation

Company Name		Notes	
KDF Enterprises			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	6	2 in Florida
Company/Firm/Key Principal Qualifications and Capabilities	20	10	Not a lot listed
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	WOW
Price	20	9	ranked
Quality of Submittal Package	5	4	not a lot on key principle
Total	100	69	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
CERES Env. Services			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	14	Bios would have been nice
Client References for Similar Projects	15	15	
Price	20	16	ranked
Quality of Submittal Package	5	5	
Total	100	95	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		


Evaluation Criteria Tabulation

Company Name		Notes	
Bergeron			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	7	ranked
Quality of Submittal Package	5	5	
Total	100	87	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
Graham County Land Company			
	Max Points	Points Awarded	
Project Approach	10	7	Price \$ is the highest
Experience on Similar Projects	15	10	Minimal Info/ Not Florida
Company/Firm/Key Principal Qualifications and Capabilities	20	10	No Florida
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	10	no references from florida
Price	20	5	ranked
Quality of Submittal Package	5	5	
Total	100	62	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
TFR Enterprises			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	10	only 4 in Florida
Company/Firm/Key Principal Qualifications and Capabilities	20	20	Lots of equipment
Qualifications and Abilities of Professional Personnel	15	10	Bios and experience would be nice
Client References for Similar Projects	15	15	
Price	20	11	ranked
Quality of Submittal Package	5	3	Hard to follow Actual tabs not just letters
Total	100	79	
Evaluator	Jennifer Daniels 		
Date	8/15/2021		

Evaluation Criteria Tabulation

Company Name		Notes	
Ashbritt			
	Max Points	Points Awarded	
Project Approach	10	10	
Experience on Similar Projects	15	15	
Company/Firm/Key Principal Qualifications and Capabilities	20	20	
Qualifications and Abilities of Professional Personnel	15	15	
Client References for Similar Projects	15	15	
Price	20	13	ranked
Quality of Submittal Package	5	5	
Total	100	93	
Evaluator	Jennifer Daniels		
Date	8/15/2021		

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Franklin County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2018/19 and interim years 2019/2020.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.

Staff Member responsible for submitting annual report to FHFC: Lori Switzer Mills

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

HHRP Funding Report

Franklin County - 2019

Report Status: **Unsubmitted**

Form 1

HHRP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units
3	HHRP Home Repair	\$244,909.00	6		0
3	HHRP Manufactured Home Repair	\$72,847.00	4	\$19,950.00	1
10	HHRP Manufactured Home Replacement	\$537,410.80	8	\$168,089.60	2
Homeownership Totals:		\$855,166.80	18	\$188,039.60	3

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units
Rental Totals:					
Subtotals:		\$855,166.80	18	\$188,039.60	3

Additional Use of Funds

Administrative:	\$108,970.60
Homeownership Counseling:	
Admin From Program Income:	

Total Revenue

HHRP Allocation:	\$1,235,000.00
Program Income (Interest):	\$571.00
Program Income (Payments):	
Recaptured Funds:	\$0.00
Carry-Over Funds:	
Total:	\$1,235,571.00

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	312	367	533	671	750
VLI	452	485	582	672	750
LOW	723	775	931	1075	1,200
MOD	1,086	1,164	1,398	1614	1,800
Up to 140%	1,267	1,358	1,631	1883	2,100

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HHRP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	HHRP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$855,166.80	\$1,235,000.00	69.24%	65%
Construction / Rehabilitation	\$855,166.80	\$1,235,000.00	69.24%	75%

Program Compliance - Income Set-Asides

Income Category	HHRP Funds Expended	Total Available Funds % *
Extrememly Low	\$385,997.60	31.25%
Very Low	\$171,907.10	13.91%
Low	\$130,508.00	10.56%
Moderate	\$166,754.10	13.50%
Over 120%-140%		0.00%
Totals:	\$855,166.80	69.22%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds HHRP Grants	HHRP Grant Unit #s	Total HHRP Funds Expende	Total # Units
Extrememly Low	\$385,997.60	6		0	\$385,997.60	6
Very Low	\$171,907.10	3		0	\$171,907.10	3
Low	\$130,508.00	4		0	\$130,508.00	4
Moderate	\$166,754.10	5		0	\$166,754.10	5
Over 120-140%		0		0		0
Totals:	\$855,166.80	18		0	\$855,166.80	18

Form 3

Number of Households/Units Produced

Strategy	ELI	VLI	Low	Mod	Over 140%	Total
HHRP Home Repair	1	1	2			4
HHRP Manufactured Home Repair			3			3
HHRP Manufactured Home Replacement	5	2	1			8
Total:	6	3	6			15

Characteristics/Age (Head of Household)

Strategy	0 - 25	26 - 40	41 - 61	62 +	Total
HHRP Home Repair		1	1	4	6
HHRP Manufactured Home Repair			3	2	5
HHRP Manufactured Home Replacement		3	3	4	10

Total: 4 7 10 21

Family Size

Strategy	1 Person	2 - 4 People	5 + People	Total
HHRP Home Repair	2	4		6
HHRP Manufactured Home Repair	2	3		5
HHRP Manufactured Home Replacement	5	5		10
Total:	9	12		21

Race (Head of Household)

Strategy	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
HHRP Home Repair	2	4					6
HHRP Manufactured Home Repair	2	3					5
HHRP Manufactured Home Replacement	9	1					10
Total:	13	8					21

Demographics (Any Member of Household)

Strategy	Farm Worker	Home-less	Elderly	Total
HHRP Home Repair			3	3
HHRP Manufactured Home Repair			1	1
HHRP Manufactured Home Replacement			4	4
Total:			8	8

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
HHRP Home Repair	Retail Sales	\$49,800.00	1
HHRP Home Repair	Service Industry	\$49,200.00	1
HHRP Manufactured Home Repair	Educator/School Employee	\$20,000.00	1
HHRP Manufactured Home Repair	Nurse/Healthcare	\$14,900.00	1
HHRP Manufactured Home Repair	Service Industry	\$19,650.00	1
HHRP Manufactured Home Replacement	Retail Sales	\$66,854.10	1
HHRP Manufactured Home Replacement	Service Industry	\$142,463.00	2

Strategies and Production Costs

Strategy	Average Cost
HHRP Home Repair	\$40,818.17
HHRP Manufactured Home Repair	\$18,211.75
HHRP Manufactured Home Replacement	\$67,176.35

Expended Funds

Strategy Name	Full Name	Address	City	Zip	Expended Amount
HHRP Home Repair	Randi Mae Dempsey	60-24th Avenue	Apalachicola	32320	49,800.00
HHRP Home Repair	Charles Barton	11 School Road	Eastpoint	32328	42,411.00
HHRP Home Repair	Sherrerlyn Clark	180 6th Street	Apalachicola	32320	37,435.00
HHRP Home Repair	Rebecca Floyd	176-6th Street	Apalachicola	32320	49,200.00
HHRP Home Repair	Marian Long	230 5th Street	Apalachicola	32320	16,150.00
HHRP Home Repair	Mary Brown	173 8th Street	Apalachicola	32320	49,913.00
HHRP Manufactured Home Repair	Marvin Benjamin	333 23rd Street	Apalachicola	32320	20,000.00
HHRP Manufactured Home Repair	Mary Ann Joseph	906 SE Avenue C	Carrabelle	32322	14,900.00
HHRP Manufactured Home Repair	Angela Dean	137 Sanborn Road	Carrabelle	32322	19,650.00
HHRP Manufactured Home Repair	Mark Wilson	28 Gibson Road	Apalachicola	32320	18,297.00
HHRP Manufactured Home Replacement	Margaret Gay	27 Bayview Drive	Apalachicola	32320	81,431.40
HHRP Manufactured Home Replacement	David Burke	1207 Hill Road	Apalachicola	32320	56,512.10
HHRP Manufactured Home Replacement	Buddy Wayne Butler	43 Pine Drive	Apalachicola	32320	88,526.40
HHRP Manufactured Home Replacement	Holly Taylor	1208 NW 3rd Street	Carrabelle	32322	61,031.60
HHRP Manufactured Home Replacement	John Harris	107 Hathcock Road	Apalachicola	32320	66,854.10
HHRP Manufactured Home Replacement	David Wilson	450 23rd Street	Apalachicola	32320	62,794.10
HHRP Manufactured Home Replacement	Regina Tindell	87 Delaine Circle	Eastpoint	32328	65,482.00
HHRP Manufactured Home Replacement	Joseph White	212-1st Street	Carrabelle	32322	54,779.10

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Lori Switzer Mills	Contracted Services	All Strategies	Administer HHRP Funds	108,970.60

Program Income

Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$571.00
Total:	\$571.00

Explanation of Recaptured funds

Description	Amount
Total:	\$0.00

Rental Developments

Development Name	Owner	Address	City	Zip	HHRP Amount	HHRP Units	Compliance Monitored By
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Single Family Area Purchase Price

The average area purchase price of single family units:

Or

Not Applicable

Form 5

HHRP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	HHRP Manufactured Home Repair	\$18,297.00	1		
10	HHRP Manufactured Home Replacement	\$174,085.30	3	\$89,019.80	1

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) HHRP Manufactured Home Repair	Receiving Social Security Disability Insurance	\$18,297.00	1		
(10) HHRP Manufactured Home Replacement	Receiving Social Security Disability Insurance	\$174,085.30	3	\$89,019.80	1

Title: SHIP Annual Report
Franklin County FY 2018/2019 Closeout

Report Status: Unsubmitted

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Down Payment Assistance	\$72,500.00	6				
3	Owner Occupied Rehabilitation	\$204,249.50	9				
5	Disaster Grant	\$167,458.61	18				
6	Emergency Repair	\$18,662.00	2				
Homeownership Totals:		\$462,870.11	35				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$462,870.11	35				

Additional Use of Funds

Use	Expended
Administrative	\$35,000.00
Homeownership Counseling	\$.00
Admin From Program Income	\$.00
Admin From Disaster Funds	\$.00

Totals:	\$497,870.11	35	\$.00	\$.00
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$1,391.93
Program Income (Payments)	\$11,283.35
Recaptured Funds	\$.00
Disaster Funds	\$142,075.00
Other Funds	
Carryover funds from previous year	\$678.00
Total:	\$505,428.28

*** Carry Forward to Next Year: \$7,558.17**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	312	367	533	671	750
VLI	452	485	582	672	750
LOW	723	775	931	1,075	1,200
MOD	1,086	1,164	1,398	1,614	1,800
Up to 140%	1,267	1,358	1,631	1,883	2,100

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$462,870.11	33.60%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$903,762.20	65.61%
Owner Contribution	\$10,904.96	.79%
Total Value of All Units	\$1,377,537.27	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$462,870.11	\$492,753.00	93.94%	65%
Construction / Rehabilitation	\$390,370.11	\$492,753.00	79.22%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	Total Available Funds % *
Extremely Low	\$138,055.99	27.31%
Very Low	\$134,413.62	26.59%
Low	\$133,462.50	26.41%
Moderate	\$56,938.00	11.27%
Over 120%-140%		.00%
Totals:	\$462,870.11	91.58%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$78,805.00	4	\$59,250.99	6	\$138,055.99	10
Very Low	\$98,679.00	4	\$35,734.62	4	\$134,413.62	8
Low	\$87,927.50	6	\$45,535.00	5	\$133,462.50	11
Moderate	\$30,000.00	3	\$26,938.00	3	\$56,938.00	6
Over 120%-140%		0		0	\$.00	0
Totals:	\$295,411.50	17	\$167,458.61	18	\$462,870.11	35

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Down Payment Assistance	Unincorporated			1	1		2
Down Payment Assistance	Apalachicola	2			2		4
Emergency Repair	Apalachicola			2			2
Owner Occupied Rehabilitation	Apalachicola	1	2	2			5
Disaster Grant	Apalachicola	2		4	1		7
Disaster Grant	Unincorporated	3	4	1	2		10
Disaster Grant	Carrabelle	1					1
Owner Occupied Rehabilitation	Unincorporated	1	2	1			4
Totals:		10	8	11	6		35

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Down Payment Assistance	Unincorporated		1	1		2
Down Payment Assistance	Apalachicola		3	1		4
Emergency Repair	Apalachicola			1	1	2
Owner Occupied Rehabilitation	Apalachicola		1	1	3	5
Disaster Grant	Apalachicola		1	3	3	7
Disaster Grant	Unincorporated			4	6	10
Disaster Grant	Carrabelle				1	1

Owner Occupied Rehabilitation	Unincorporated		1	1	2	4
Totals:			7	12	16	35

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Down Payment Assistance	Unincorporated	1	1		2
Down Payment Assistance	Apalachicola		3	1	4
Emergency Repair	Apalachicola	1	1		2
Owner Occupied Rehabilitation	Apalachicola	2	3		5
Disaster Grant	Apalachicola	6	1		7
Disaster Grant	Unincorporated	8	2		10
Disaster Grant	Carrabelle	1			1
Owner Occupied Rehabilitation	Unincorporated	1	3		4
Totals:		20	14	1	35

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Down Payment Assistance	Unincorporated	2						2
Down Payment Assistance	Apalachicola	4						4
Emergency Repair	Apalachicola	1	1					2
Owner Occupied Rehabilitation	Apalachicola	1	4					5
Disaster Grant	Apalachicola	1	6					7
Disaster Grant	Unincorporated	10						10
Disaster Grant	Carrabelle	1						1
Owner Occupied Rehabilitation	Unincorporated	4						4
Totals:		24	11					35

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Down Payment Assistance	Unincorporated				0
Down Payment Assistance	Apalachicola		1		1

Emergency Repair	Apalachicola			1	1
Owner Occupied Rehabilitation	Apalachicola			2	2
Disaster Grant	Apalachicola	1		2	3
Disaster Grant	Unincorporated			6	6
Disaster Grant	Carrabelle			1	1
Owner Occupied Rehabilitation	Unincorporated			2	2
Totals:		1	1	14	16

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Down Payment Assistance	Government Employee	10,000.00	1
Down Payment Assistance	Nurse/Healthcare	10,000.00	1
Owner Occupied Rehabilitation	Hospitality/Tourism Industry	37,288.00	2
Disaster Grant	Government Employee	9,688.00	1
Disaster Grant	Service Industry	19,700.00	2
Owner Occupied Rehabilitation	Government Employee	24,928.50	1
Down Payment Assistance	Retail Sales	15,000.00	1
Down Payment Assistance	Hospitality/Tourism Industry	22,500.00	2
Emergency Repair	First Responder	9,918.50	1
Owner Occupied Rehabilitation	Nurse/Healthcare	24,785.50	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	1994
Ongoing review process		Required	Implemented, in LHAP	1994

Support Services

When available SHIP partners with USDA, Rural Development for Rehabilitation and also for Down Payment Assistance. Since Hurricane Michael SHIP has partnered with Capital Area Community Action Agency to acquire additional funds for home repairs and Manufactured Home Replacements.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The Annual Report is available upon request for public inspection and official copies are on file with the County Commission.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **103**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **7**

Foreclosed Loans Life-to-date: **7**

SHIP Program Foreclosure Percentage Rate Life to Date: **6.80**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **1**

C. Moderate households in default: **5**

Defaulted Loans Life-to-date: **6**

SHIP Program Default Percentage Rate Life to Date: **5.83**

Strategies and Production Costs

Strategy	Average Cost
Disaster Grant	\$9,303.26
Down Payment Assistance	\$12,083.33
Emergency Repair	\$9,331.00
Owner Occupied Rehabilitation	\$22,694.39

Expended Funds

Total Unit Count: **35**

Total Expended Amount: **\$462,870.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Down Payment Assistance	Holly Justice	115 Hathcock Road	Apalachicola	32320	\$10,000.00	
Down Payment Assistance	April Rester	316-12th Street	Apalachicola	32320	\$10,000.00	
Emergency Repair	Jelp Barber	225 Ave. E	Apalachicola	32320	\$8,743.50	
Owner Occupied Rehabilitation	Rhonda Banks	79 Ave. K	Apalachicola	32320	\$24,019.50	

Owner Occupied Rehabilitation	Annette Critton	155 Ave. K	Apalachicola	32320	\$24,538.50	
Disaster Grant	Dawn Morris	79 12th Street	Apalachicola	32320	\$9,935.00	
Disaster Grant	Billie Grey	179 River Road	Carrabelle	32322	\$9,369.62	
Disaster Grant	Sue Reed	1724 Carrabelle Beach Drive	Carrabelle	32322	\$9,800.00	
Disaster Grant	Barbara Segree	33 Pine Drive	Apalachicola	32320	\$9,950.00	
Disaster Grant	Sheila Monroe	31 Shuler Street	Eastpoint	32328	\$9,688.00	
Disaster Grant	Tina Shiver	45 Bayshore Drive	Apalachicola	32320	\$10,000.00	
Disaster Grant	Jacquelyn Cowles	2400 Driftwood Point Lane	Carrabelle	32322	\$9,500.00	
Disaster Grant	Jordan McNair	234 Dr. Fred Humphries	Apalachicola	32320	\$10,000.00	
Disaster Grant	Barbara Swinney	240 9th Street	Apalachicola	32320	\$9,700.00	
Disaster Grant	Ivan Walker	2529 Palmeto Terrace	Lanark Village	32322	\$10,000.00	
Disaster Grant	Virginia Duggar	39 Thomas Drive	Apalachicola	32320	\$6,600.00	
Disaster Grant	Clara Walden	408 NW 8th Street	Carrabelle	32322	\$9,700.00	
Owner Occupied Rehabilitation	Ronald J. Gilbert	598 Ridge Road	Eastpoint	32328	\$24,928.50	
Owner Occupied Rehabilitation	Iris Hamilton	253 9th Street	Apalachicola	32320	\$18,568.50	
Owner Occupied Rehabilitation	Ronald D. Gilbert	24-3rd street	Eastpoint	32328	\$24,768.50	
Down Payment Assistance	Emily Adams	341 Bartley Way	Apalachicola	32320	\$15,000.00	
Down Payment Assistance	Dustin Bergan	171 12th Street	Apalachicola	32320	\$15,000.00	
Down Payment Assistance	Tracy Womble	23 Jefferson Street	Eastpoint	32328	\$12,500.00	
Down Payment Assistance	Ashley Allen	166-23rd Avenue	Apalachicola	32320	\$10,000.00	
Disaster Grant	Barry Thompson	19 N. Franklin Street	Eastpoint	32328	\$10,000.00	
Disaster Grant	Warrenetta Key	214 17th Street	Apalachicola	32320	\$7,450.00	
Disaster Grant	James Baker	97 Ave. I	Apalachicola	32320	\$7,450.00	
Disaster Grant	Sherrill Carroll	225 Power Drive	Eastpoint	32328	\$9,765.00	
Disaster Grant	Carolyn Williams	208 11th Street	Apalachicola	32320	\$8,650.00	
Disaster Grant	Carol Brown	222 17th Street	Apalachicola	32320	\$9,900.99	
Owner Occupied Rehabilitation	William Varnes	17 Apalachee Street	Apalachicola	32320	\$24,653.50	
Emergency Repair	LaTrina Lockley	250 12th Street	Apalachicola	32320	\$9,918.50	

Owner Occupied Rehabilitation	Claritha Williams	248 6th Street	Apalachicola	32320	\$24,718.50	
Owner Occupied Rehabilitation	Laura Trammell	354 21st Avenue	Apalachicola	32320	\$13,268.50	
Owner Occupied Rehabilitation	Shiela Evans	209 River Road	Carrabelle	32322	\$24,785.50	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Lori Switzer Mills	Contracted Services	All Straties	Administrator SHIP Program and provide assistance to the Franklin County Housing Board	\$31,500.00
Franklin County	Local Government	Audit	Annual Audit	\$3,500.00

Program Income

Program Income Funds	
Loan Repayment:	\$11,283.35
Refinance:	\$0.00
Foreclosure:	\$0.00
Sale of Property:	\$0.00
Interest Earned:	\$1,391.93
Total:	\$12,675.28

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	
Approved	
Denied	

Explanation of Recaptured funds

Description	Amount
N/A	
Total:	\$0.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

164,527.00

Or

Not Applicable

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
5	Disaster Grant	\$49,635.00	5		
3	Owner Occupied Rehabilitation	\$49,439.00	2		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(5) Disaster Grant	Receiving Veterans Disability Benefits	\$9,935.00	1		
(5) Disaster Grant	Receiving Social Security Disability Insurance	\$30,000.00	3		
(5) Disaster Grant	Receiving Supplemental Security Income	\$9,700.00	1		
(3) Owner Occupied Rehabilitation	Person with Disabling Condition (not DD)	\$24,653.50	1		
(3) Owner Occupied Rehabilitation	Receiving Social Security Disability Insurance	\$24,785.50	1		

Provide a description of efforts to reduce homelessness:

The SHIP Program does not have strategies in place to assist with rent and deposits at this time. The program assists with needed repairs to homes to enable homeowners to remain in their home.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	\$350,000.00	
Program Income	\$19,367.18	
Program Funds Expended	\$81,635.50	
Program Funds Encumbered	\$260,000.00	
Total Administration Funds Expended	\$35,000.00	
Total Administration Funds Encumbered	\$0.00	
Homeownership Counseling	\$0.00	
Disaster Funds		
65% Homeownership Requirement	\$341,635.50	97.61%
75% Construction / Rehabilitation	\$301,635.50	86.18%
30% Very & Extremely Low Income Requirement	\$165,098.50	44.70%
30% Low Income Requirement	\$126,537.00	34.26%
20% Special Needs Requirement	\$112,498.50	30.46%
Carry Forward to Next Year		

Interim Year 2	
State Annual Distribution	
Program Funds Expended	
Program Funds Encumbered	

LG Submitted Comments:

NOTICE OF LAND USE CHANGE

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance:

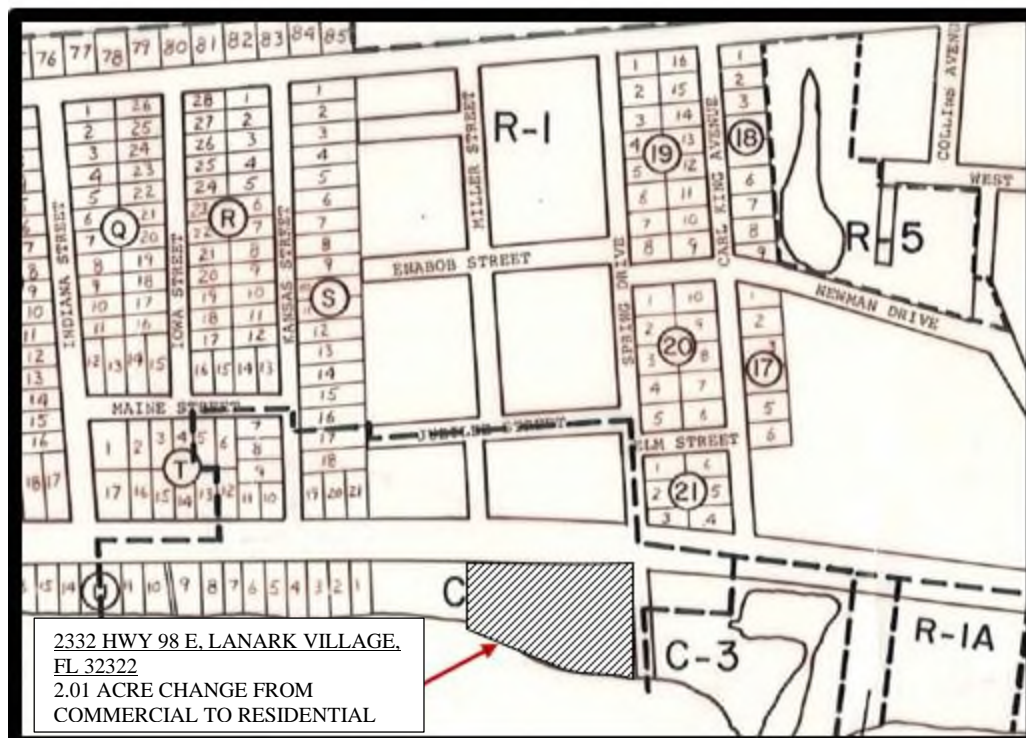
AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 2.01 ACRE PARCEL OF LAND IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, FROM COMMERCIAL TO RESIDENTIAL.

A public hearing on the proposed change will be held on Tuesday, September 7, 2021, at 10:30 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

Effective May 4, 2021, the general public will be allowed in the commission meeting room for meetings. The County Commission encourages the public to continue the use of Zoom. The login information will be provided online by Thursday, September 2, 2021, by downloading the agenda for the September 7, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendas-minutes/

Persons wishing to comment may do so in person, by using the virtual meeting feature noted above during the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will be recorded. Persons who may wish to appeal any action resulting from this hearing should make the necessary arrangements to ensure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based. The meeting room is handicap accessible. Those having special needs to attend the meeting may contact Deputy Clerk, Jessica Gay, at 850-653-8861, x-100, at least two business days prior to the public hearing to make arrangements.

Publish Dates: Thursday, August 26, 2021
Thursday, September 2, 2021



NOTICE OF ZONING CHANGE

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance:

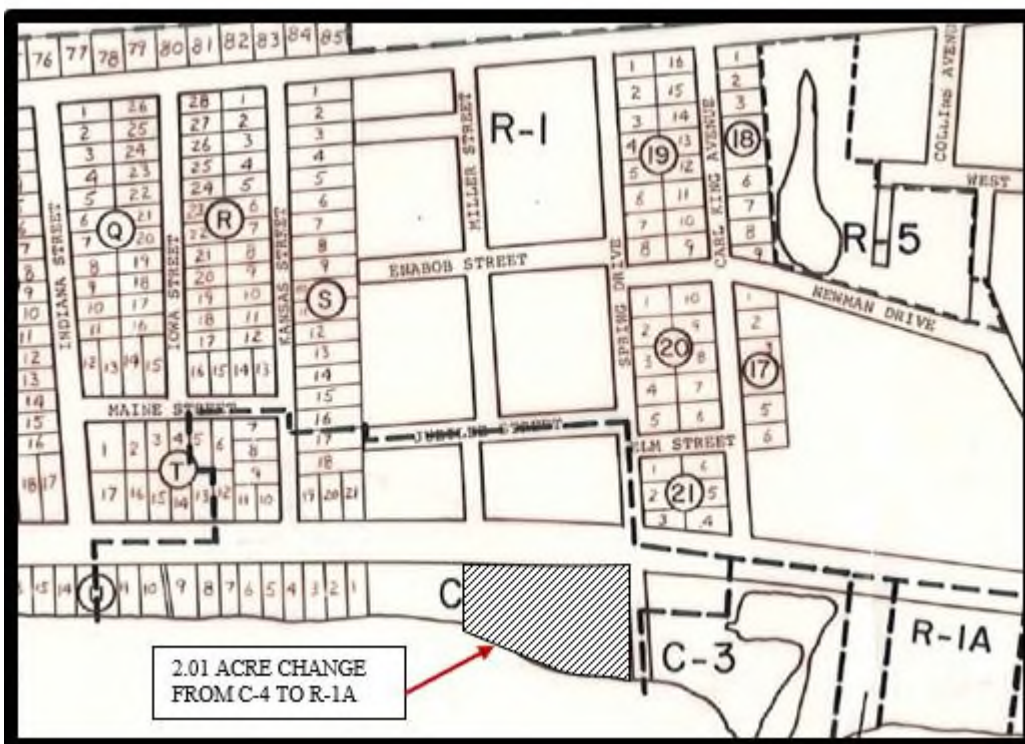
AN ORDINANCE REZONING 2.01 ACRES OF LAND IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, FROM C-4 MIXED USE RESIDENTIAL DISTRICT TO R-1A SINGLE FAMILY RESIDENTIAL SUBDIVISION DISTRICT.

A public hearing on the proposed change will be held on Tuesday, September 7, 2021, at 10:35 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

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Publish Dates: Thursday, August 26, 2021
Thursday, September 2, 2021



NOTICE OF ZONING CHANGE

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance:

AN ORDINANCE REZONING 1.23 ACRES OF LAND IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, FROM C-2 COMMERCIAL BUSINESS DISTRICT TO C-4 MIXED USE RESIDENTIAL DISTRICT.

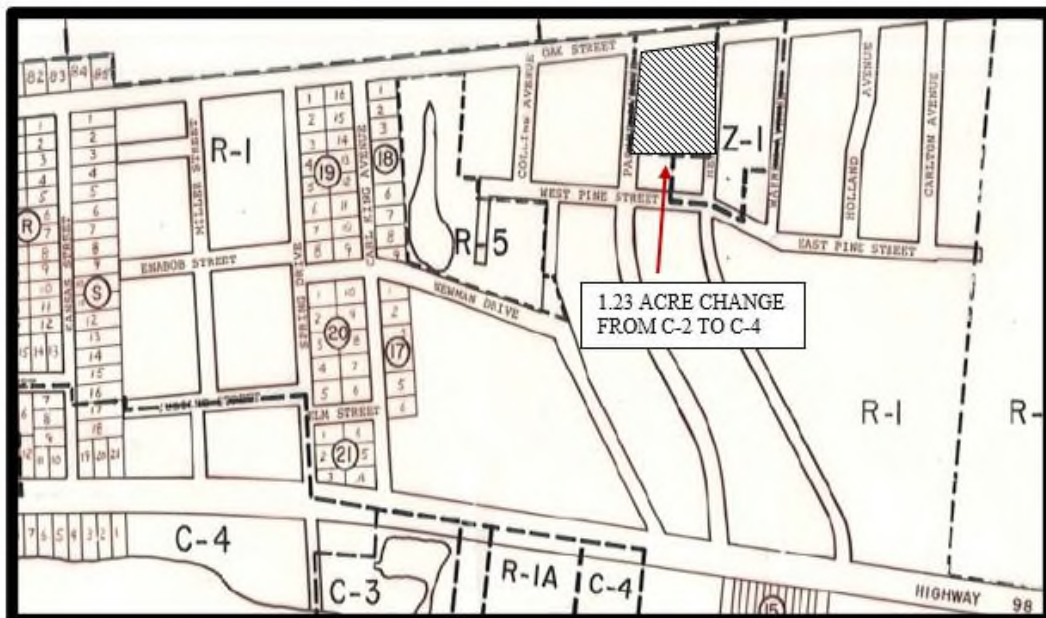
The location of the proposed zoning is shown in the map below.

A public hearing on the proposed change will be held on Tuesday, September 7, 2021, at 10:40 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

Effective May 4, 2021, the general public will be allowed in the commission meeting room for meetings. The County Commission encourages the public to continue the use of Zoom. The login information will be provided online by Thursday, September 2, 2021, by downloading the agenda for the September 7, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendas-minutes/

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Publish Dates: Thursday, August 26, 2021
Thursday, September 2, 2021



ORDINANCE 2021 - _____

An Ordinance Rescinding Ordinance 81-3 which Regulates the Eastpoint Boat Ramp; Provides Hours of Operation; Prohibits Alcohol and Providing for Penalties; Providing for an Effective Date.

WHEREAS, Ordinance 81-3 was an emergency ordinance adopted to address the consumption of alcohol at night at the boat ramp in Eastpoint, Florida, by providing hours or regulation and prohibiting the possession or consumption of alcohol and providing for a criminal penalty for the violation of the ordinance; and,

WHEREAS, Ordinance 2011-1 allows the possession of alcohol, but prohibits its consumption, at all boat ramps in unincorporated Franklin County, Florida, to allow for the loading and unload of boats; and,

WHEREAS, Ordinance 2020-1 provides a comprehensive set of regulations for the use of all boat ramps in unincorporated Franklin County, Florida; and,

WHEREAS, no other boat ramp in unincorporated Franklin County, Florida, is subject to hours of operation, except for the Eastpoint Boat Ramp regulated by Ordinance 81-3; and,

WHEREAS, the Franklin County Board of County Commissioners has determined that it is in the best interest of the public’s health, safety and welfare to rescind and revoke Ordinance 81-3 in its entirety,

NOW THEREFORE, Be It Ordained that Ordinance 81-3 is hereby rescinded and revoked in its entirety.

This ordinance shall take effect as provided by law.

Duly adopted this the 7th day of September, 2021.

Franklin County, a political subdivision
of the State of Florida

By: _____
Ricky D. Jones,
It’s Chairman

Attest:

By: _____
Michele Maxwell, Clerk of Courts

Approved as to form and substance:

By: _____
Thomas M. Shuler, County Attorney

**RESOLUTION
OF AUTHORIZATION**

**FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the survey, design, permitting and preparation of construction plans and bid documents to widen and resurface CR 67 from Crooked River Bridge to State Forest Road 166 along with construction of the improvements (Financial Project Number 440644-2-54-01), and

WHEREAS, the Florida Department of Transportation requires the Franklin County Board of County Commissioners to adopt a Resolution authorizing the Chairman to sign the Small County Outreach Program contract, and

WHEREAS, the Franklin County Board of County Commissioners has voted in an open meeting to have the Chairman sign the Small County Outreach Program contract,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that the Chairman is hereby authorized to sign the Small County Outreach Program contract for the survey, design, permitting and preparation of construction plans and bid documents for the widening and resurfacing of CR 67 from Crooked River Bridge to State Forest Road 166 along with construction of the improvements (Financial Project Number 440644-2-54-01).

This Resolution adopted on September 7, 2021.

BY: _____
Ricky D. Jones, Chairman

ATTEST:

BY: _____
Michele Maxwell, Clerk

**RESOLUTION
OF AUTHORIZATION**

**FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the survey, design, permitting and preparation of construction plans and bid documents to widen and resurface CR 67 from State Forest Road 166 to State Forest Road 172 (Financial Project Number 440644-3-34-01), and

WHEREAS, the Florida Department of Transportation requires the Franklin County Board of County Commissioners to adopt a Resolution authorizing the Chairman to sign the Small County Outreach Program contract, and

WHEREAS, the Franklin County Board of County Commissioners has voted in an open meeting to have the Chairman sign the Small County Outreach Program contract,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that the Chairman is hereby authorized to sign the Small County Outreach Program contract for the survey, design, permitting and preparation of construction plans and bid documents for the widening and resurfacing of CR 67 from State Forest Road 166 to State Forest Road 172 (Financial Project Number 440644-3-34-01).

This Resolution adopted on September 7, 2021.

BY: _____
Ricky D. Jones, Chairman

ATTEST:

BY: _____
Michele Maxwell, Clerk

**RESOLUTION
OF AUTHORIZATION**

**FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the construction to widen and resurface CR 30A from US 98 to Thirteen Mile Road (Financial Project Number 440621-1-54-01), and

WHEREAS, the Florida Department of Transportation requires the Franklin County Board of County Commissioners to adopt a Resolution authorizing the Chairman to sign the Small County Outreach Program contract, and

WHEREAS, the Franklin County Board of County Commissioners has voted in an open meeting to have the Chairman sign the Small County Outreach Program contract,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, that the Chairman is hereby authorized to sign the Small County Outreach Program contract for the construction to widen and resurface CR 30A from US 98 to Thirteen Mile Road (Financial Project Number 440621-1-54-01).

This Resolution adopted on September 7, 2021.

BY: _____
Ricky D. Jones, Chairman

ATTEST:

BY: _____
Michele Maxwell, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>440621-1-54-01</u>	Fund: <u>GRSC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>49 (Franklin)</u>	Contract No: _____	Vendor No: <u>F596000678042</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Franklin County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction of 30A Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$3,671,550. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,671,550 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 - shall
 - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY]."

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Franklin County BOCC

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 440621-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Franklin County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 5.261 Miles, Begin: 1.553 - End 6.814

PROJECT DESCRIPTION: This project is for the construction of the CR 30A Paving Project. The project will widen and resurface CR 30A from US 98 to the entrance of 13 Mile Oyster House for approximately 5.3 miles. The project will include restriping, shoulder stabilization, culvert extensions and 5 foot paved shoulders.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by September 30, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: Franklin County Board of County Commissioners 33 Market Street Suite 203 Apalachicola, Florida 32320		FINANCIAL PROJECT NUMBER: 440621-1-54-01			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Small County Outreach Program)	\$3,671,550.00	\$	\$3,671,550.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$3,671,550.00 100.00%	\$ 0.00 %	\$3,671,550.00 100.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$3,671,550.00	\$ 0.00	\$3,671,550.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Franklin County Bpard of County Commissioners

PROJECT DESCRIPTION:Resurfacing of County Road 30A

FPID#: 440621-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$3,671,550.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: 440644-2-54-01 Fund: SCRA FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 49 (Franklin) Contract No: _____ Vendor No: F596000612042

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Franklin County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction on County Road 67 Resurfacing Phase II, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before March 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,970,050. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,970,050 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 - shall
 - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Franklin County BOCC

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440644-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Franklin County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 2.00 Miles, Begin 6.065 - End 8.065

PROJECT DESCRIPTION: The scope of services for this project will include survey, design, permitting and preparation of construction plans and specifications for CR 67 Phase II Widening and Resurfacing Project. The project will widen the existing roadway from 20' to 24' wide and resurfacing the existing travel lanes. The proposed typical section will consist of two (2) 12' travel lanes and 8' shoulders (5' paved).

An appropriate pavement design will be developed for the widening and resurfacing of County Road 67. Lane widths, cross slopes, shoulder widths and slopes and ditch front slopes within the project will be evaluated to determine if they are within tolerance and meet Florida Greenbook standards. Hazards that exist within the clear zone or outside the clear zone will be evaluated for shielding or removal, respectively. All necessary geotechnical activities will be included as part of this project

Signage exists within the project limits and will be evaluated to determine the need for additional signs, correcting redundant or conflicting signage and the replacement of existing signage. The project will also make nesscary draingage improvments and install new pavement markings.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. In accordance with Section 10.c. of this Agreement, the Parties agree as follows: The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows: For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows: The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by March 31, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
RECIPIENT NAME & BILLING ADDRESS: Franklin County Board of County Commissioners 33 Market Street Suite 201 Apalachicola, Florida 32320		FINANCIAL PROJECT NUMBER: 440644-2-54-01			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Small County Road Assistance Program)	\$1,970,050.00	\$	\$1,970,050.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$1,970,050.00 100.00%	\$ 0.00 %	\$1,970,050.00 100.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$1,970,050.00	\$ 0.00	\$1,970,050.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Franklin County Board of County Commissioners

PROJECT DESCRIPTION: County Road 67 Resurfacing Project

FPID#: 440644-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$1,970,050.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: 440644-3-34-01 Fund: SCRA FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

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County No: 49 (Franklin) Contract No: _____ Vendor No: F596000612042

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Franklin County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Design of County Road 67 Phase III , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$142,069. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$142,069 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 - shall
 - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Franklin County BOCC

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 440644-3-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Franklin County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.800 Miles, Begin: 7.850 - End: 9.650

PROJECT DESCRIPTION: The scope of services for this project will include survey, design, permitting and preparation of construction plans and specifications for widening the existing roadway for CR 67 Widening & Resurfacing Phase III. The project will go from SR 166 to SR 172 for approximately 1.8 miles. The project will widen the roadway from 20' to 24' and resurfacing the existing travel lanes. The proposed typical section will consist of two (2) 12' travel lanes and 8' shoulders (5' paved).

An appropriate pavement design will be developed for the widening and resurfacing of County Road 67. Lane widths, cross slopes, shoulder widths and slopes and ditch front slopes within the project will be evaluated to determine if they are within tolerance and meet the Florida Greenbook standards. Hazards that exist within the clear zone or outside the clear zone will be evaluated for shielding or removal, respectively. All necessary geotechnical activities will be included as part of this project.

A total of two cross drains exist within the project limits and will be evaluated for extensive/replacement/correction. The two cross drains consist of dual 36" concrete pipes with mitered concrete headwalls. There is some cracking on the headwalls above the pipes. There are no side drains visible under any of the side roads. These roads will be evaluated to determine if side drains need to be provided.

All necessary permitting activities will be included as part of this project, including the identification, coordination, and application for all permits necessary to construct this project

SPECIAL CONSIDERATIONS BY RECIPIENT:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the amount of state funding action (receipt and disbursement of funds), any local funding action, and the funding action from any other source with respect to the project. The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by June 30, 2022.
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Franklin County Board of County Commissioners 33 Market Street Suite 201 Apalachicola, Florida 32320		FINANCIAL PROJECT NUMBER: 440644-3-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Small County Road Assistance Program)	\$142,069.00	\$	\$142,069.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$142,069.00 100.00%	\$ 0.00 %	\$142,069.00 100%	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$142,069.00	\$ 0.00	\$142,069.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$142,069.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>


*The Law Offices of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320*

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com

Mailing Address:
34-4th Street
Apalachicola, FL 32320

September 2, 2021

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney 

Re: September 7, 2021 Meeting

Actions Items

1. Ordinance Public Hearing to Rescind Eastpoint Boat Ramp Emergency Ordinance 81-3:

The draft ordinance is attached and speaks for itself.

Board Action Requested: Motion to adopt the ordinance.

2. Saunders Trust and Terra More Development vs. Franklin County – Possible Attorney Fee Claim:

The Court recently upheld the Board's denial of the Saunders' request to change the land use and rezone their property in Lanark Village, Florida, from residential to commercial.

The statute allows the Board to seek reimbursement of its attorney fees, but I recommend that the Board not do so. The Board has never sought to claim attorney fees against any other constituent who exercised their right to seek judicial review of the Board's planning decisions. Both the Saunders' and their counsel acted professionally and your constituents in Lanark Village are very happy not to have a Dollar General Store.

A further consideration: the amount of time that I spent defending the case was less than \$5,000.00 and I'm reasonably confident that you would spend an equivalent amount pursuing an attorney fee claim. You cannot claim fees spent pursuing an attorney fee claim. I'm confident that the Saunders spent considerably more on the matter than the County did for attorney fees and expert fees.

I've spoken with opposing counsel and the Saunders are not appealing the court's decision.

Board Action Requested: Motion to not to pursue attorney fees against the Plaintiff's.

3. Alligator Point Multi Use Path Bid Mistake – Requesting Board Waiver of Bid Informality

See attached memorandum dated September 1, 2021, recommending waiver of the bid informality.

Board Action Requested: Motion waiving the informality of Pigott Asphalt and Sitework, LLC's mistaken omission of five bid documents, but not waiving the requirement that it complete the forms.

4. Disability Accommodation to Allow Golf Carts on Eastpoint and St. George Island Fishing Piers

See attached memorandum explaining the request to use a golf cart on the fishing piers. One option is to limit the use of golf carts to those with disabilities. Another is to allow the general public to use golf carts. All golf cart operations would be subject to Board rules, such as a speed limit and requesting the display of a state issued handicap placard. If the general public is allowed to use golf carts, you can also require registration and liability insurance. Enforcement will be an issue.

Board Action Requested: Motion either to allow golf cart for disabled on the Eastpoint and St. George Island Fishing Piers or to allow everyone to use golf carts on the two piers, all subject to rules of operation approved by the Board.

Respectfully Submitted,


Thomas M. Shuler

Enc: as stated

ORDINANCE 2021 - _____

An Ordinance Rescinding Ordinance 81-3 which Regulates the Eastpoint Boat Ramp; Provides Hours of Operation; Prohibits Alcohol and Providing for Penalties; Providing for an Effective Date.

WHEREAS, Ordinance 81-3 was an emergency ordinance adopted to address the consumption of alcohol at night at the boat ramp in Eastpoint, Florida, by providing hours of regulation and prohibiting the possession or consumption of alcohol and providing for a criminal penalty for the violation of the ordinance; and,

WHEREAS, Ordinance 2011-1 authorizes the possession of alcohol, but prohibits its consumption, at all boat ramps in unincorporated Franklin County, Florida, to allow for the loading and unload of boats; and,

WHEREAS, Ordinance 2020-1 provides a comprehensive set of regulations for the use of all boat ramps in unincorporated Franklin County, Florida; and,

WHEREAS, no other boat ramp in unincorporated Franklin County, Florida, is subject to hours of operation, except for the Eastpoint Boat Ramp regulated by Ordinance 81-3; and,

WHEREAS, the Franklin County Board of County Commissioners has determined that it is in the best interest of the public's health, safety and welfare to rescind and revoke Ordinance 81-3 in its entirety,

NOW THEREFORE, Be It Ordained that Ordinance 81-3 is hereby rescinded and revoked in its entirety,

This ordinance shall take effect as provided by law.

Duly adopted this the 7th day of September, 2021.

Franklin County, a political subdivision
of the State of Florida

By: _____
Ricky D. Jones,
It's Chairman

Attest:

By: _____
Michele Maxwell, Clerk of Courts

Approved as to form and substance:

By: _____
Thomas M. Shuler, County Attorney

*The Law Offices of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320*

*Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com*

*Mailing Address:
34-4th Street
Apalachicola, FL 32320*

To: Franklin County Board of County Commissioners
From: Thomas M. Shuler, County Attorney
Re: Possible Waiver of Informalities in 8/24/21 Bid Opening for
Alligator Point Multi Use Path
Date: September 1, 2021

On August 24, 2021, the Board opened multiple bids for the construction of Phase I of the Alligator Point Multi Use Path.

The apparent low bidder is Pigott Asphalt and Sitework, LLC (document No. L10000124056) (Hereinafter "Pigott").

The issue before the Board is whether to waive the informality of Pigott's failure to include in its bid the five documents mentioned below and allow Pigott the opportunity to complete and submit them after bid opening. For the reasons stated more fully below, I believe that the Board can waive the informality of the missing five documents and give Pigott the opportunity to complete them.

Pigott omitted the submission of five bid documents. None of the missing documents pertain to the pricing or quality of the job. Instead, all five of the missing documents relate to certain certifications, declarations and disclosures that are required due to the use of federal funds for this project. The five forms are attached and described below:

1. Certification regarding debarment, suspension, ineligibility and voluntary exclusion.
2. Certification for disclosure of lobbying activities on federal aid contracts.
3. LAP certification of current capacity.
4. Non-collusion declaration and compliance with 49 CFR s.29
5. Disclosure of lobbying activities.

Franklin County reserved the right to waive informalities in any bid, to accept and/or reject any and all bids. A copy of the ad is attached. I am of the opinion that the failure to submit the five documents is an informality which may be waived, but that the five forms must be completed.

The issue is whether Pigott's bid mistake in failing to submit the five forms renders its bid nonresponsive or if it gained an unfair competitive advantage. The Board's decision whether to waive the informality is given wide discretion. One court noted that "The test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by other bidders." Harry Pepper and Assoc. v. City of Cape Coral, 352 So.2d 1190, 1193 (2nd DCA 1977). I have spoken with both Mr. Curenton and Mr. Kennedy, and they are of the opinion that Pigott's failure to submit the five

documents does not affect the amount of the bid and does not give Pigott an unfair advantage or benefit not enjoyed by other bidders.

The court in Intercontinental Properties, Inc. v. Department of Health and Rehabilitative Services, 606 So.2d 380 (3rd DCA 1992), stated that there is a very strong public interest in favor of saving tax dollars in awarding public contracts. The court went on to say that there is no public interest, much less a substantial public interest, in disqualifying low bidders for technical deficiencies in form, when the low bidder did not derive any unfair advantage by reason of the technical omission. Again, I have spoken with Mr. Curenton and Mr. Kennedy, and they both concur that the omission of the five documents is a technical omission and does not affect the substance of the project because the omission does not affect either the price or the engineered work. They are also of the opinion that the omission of the five documents did not give Pigott any unfair advantage over the other bidders, as these documents only relate to certain certifications, disclosures and declarations required due to the use of federal funds and do not affect either the price of the bid or the engineered work. Every bidder bid on the same set of engineering plans and Pigott's bid mistake does not include failing to bid on the same set of plans as every other bidder. If Pigott cannot complete the five forms successfully, then its bid will be deemed nonresponsive.

The Florida Supreme Court has stated that "[a] public body has wide discretion in soliciting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous and even if reasonable persons may disagree." Department of Transportation v. Groves-Watkins Constructors, 530 So.2d 912, 913 (Fla. 1988).

I believe that Mr. Curenton and Mr. Kennedy's testimony reasonably supports a finding by the Board that the five forms that Pigott failed to submit with its bid are an informality and may be waived because Pigott's failure to submit them with the bid does not affect either the bid price or the engineered work. However, Pigott's will still need to complete all five forms or their bid will be nonresponsive and the Board will then move to the next lowest responsive and responsible bid.

RECOMMENDATION: For the reasons stated hereinabove, Pigott's omission of the five documents providing certain certifications, disclosures and declarations is a waivable immaterial informality which does not affect the price of the bid or the specifications of the work to be performed and the omission did not provide an unfair competitive advantage to Pigott over other bidders.

SUGGESTED MOTION: Motion to waive Pigott's technical omission of the five documents stated herein, to accept their bid and allow Pigott the opportunity to complete the five forms; to wit:

1. Certification regarding debarment, suspension, ineligibility and voluntary exclusion.
2. Certification for disclosure of lobbying activities on federal aid contracts.
3. LAP certification of current capacity.
4. Non-collusion declaration and compliance with 49 CFR s.29
5. Disclosure of lobbying activities.

ALTERNATIVE MOTION: Action as determined by the Board or table.

Respectfully Submitted,


Thomas M. Shuler

Enc: as stated

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)

375 030 32
PROCUREMENT
11/15

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: _____

By _____

Date: _____

Title: _____

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.

**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:

By: _____ Date: _____ Authorized Signature

Title: _____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

625-D10-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____ 20 _____

By _____

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts, whether in progress or awarded, but not yet begun, and regardless of whom contracted with.)

1 OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6 AS PRIME CONTRACTOR
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
TOTALS					\$0.00	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)					\$0.00	\$0.00

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)
_____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-036-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. _____ _____ _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI)</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI)</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
NOTICE TO RECEIVE SEALED BIDS
FPID #429854-2-58-01**

The Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

CR 370/ALLIGATOR DRIVE MULTI-USE PATH PHASE 1

Project is located in Franklin County, Florida and consists of approximately 1 mile of 10' multi-use path construction on CR 370/Alligator Drive at Alligator Point, Florida.

Plans and specifications can be obtained by contacting Cortni Bankston, Administrative Assistant, at cornib@franklincountyflorida.com or 850-653-9783 x-180. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

This project is federally funded with assistance from the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA). By submitting a bid, the company certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

All bidders shall be FDOT qualified per Section 2-1 of the FDOT Standard Specification for Road and Bridge Construction, latest edition in the following classes: Grading, Flexible Paving, and Hot Plant Mix-Bituminous Course.

Completion date for this project will be 120 days from the date of the Notice to Proceed presented to the successful bidder.

A 5% bid bond will be required from any firm submitting a proposal in excess of \$150,000. For contracts of \$250,000 or more, a performance and payment bond for 100% of the contract amount will be required to be maintained and in effect throughout the life of the contract.

Liquidated damages for failure to complete the project on the specified date will be set at \$1,694.00 per day.

Bids will be received until 4:30 p.m. (EDT), on Monday August 16, 2021, at the Franklin County Clerk's Office, Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320, and will be opened and read aloud on Tuesday, August 17, 2021, at the County Commission meeting beginning at 9:00 a.m. (EDT) at 34 Forbes Street, Apalachicola, Florida. The outside of the envelope should be marked "Sealed Bid – CR 370/ALLIGATOR DRIVE MULTI-USE PATH PHASE 1".

The Board of County Commissioners reserves the right to waive informalities in any bid, to accept and/or reject any and all bids. If the contract is to be awarded, it will be awarded to the lowest responsive bidder. All bids shall remain firm for a period of sixty days after the opening.

All bidders shall comply with all applicable State and local laws concerning licensing, registration and regulation of contractors doing business in the State of Florida.

All technical questions must be addressed in writing and emailed to Cortni Bankston at cornib@franklincountyflorida.com, no later than August 2, 2021.

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34-4th Street
Apalachicola, FL 32320*

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: American with Disabilities Request for Golf Cart
on Fishing Pier at Eastpoint

Date: September 1, 2021

On August 29, 2021, a citizen requested an American with Disabilities Act ("ADA") accommodation to use his golf cart on the Eastpoint Fishing Pier. I have spoken with Mr. Davis and he advises that this fishing pier is presently suitable for wheelchair use.

Both myself and your outside labor law counsel agree that the old bridge now converted into a fishing pier is exempt from the ADA. However, federal guidance provides that even though the bridge is an exempt structure the Board must make reasonable accommodation on mobility issues as requested. The federal guidance also provides that the use of golf carts is a reasonable accommodation of a request concerning mobility. In this case, it is not necessarily unreasonable to allow the use of a golf cart on the old bridge given that it once accommodated the use of cars and trucks, subject to rules of the road adopted by the board, such as requesting the display of a handicap parking decal, limiting speed to pedestrian walking speed and prohibiting the use of ATV's and similar high-speed off-road vehicles to protect pedestrians who also use the old bridge.

Mr. Davis has expressed some concern over public safety with enforcement of the speed limit and overloading of golf carts.

ISSUE: The Board can limit the mobility accommodation to allow only those with disabilities to use golf carts or does the Board want to consider allowing the use of golf carts by the general public at the two piers at Eastpoint and St. George Island? The Board can do either. If the general public is allowed to use golf carts at both piers, the Board may require a registration and insurance requirement. If the use of golf carts is limited only to those with disabilities, then requiring a registration and insurance requirement would likely be deemed as an improper restriction.

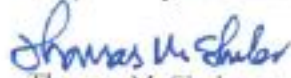
BOARD DISCUSSION.

POSSIBLE MOTIONS: (1). Authorize the use of golf carts on the EP and SGI fishing piers only for those with disabilities, with a speed limit not to exceed pedestrian walking speed, requesting the display of a handicap parking decal and banning ATV's and similar high-speed off-road vehicles. Cars are already banned.

(2). Authorize general public to use golf carts on the EP and SGI fishing piers as stated above, but also requiring registration and insurance coverage in an amount to be determined by the Board.

(3). Other action as determined by the Board or table.

Respectfully Submitted,



Thomas M. Shuler
Franklin County Attorney