

AGREEMENT FOR EMERGENCY DEBRIS REMOVAL SERVICES - SECONDARY

THIS AGREEMENT is entered into this 19th day of June, 2018, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CROWDER-GULF JOINT VENTURE, INC.**, a Florida registered corporation (EIN: 01-0626019), with offices at 5435 Business Parkway, Theodore, Alabama 36582 ("Contractor").

WHEREAS:

The City of Ocala issued a Request for Proposal on April 25, 2018 for **RFP# PWD/18-011 – Pre-Event Emergency Debris Removal Service**.

Crowder-Gulf Joint Venture, Inc. responded, and was the second-highest ranked of the six (6) responding firms scored by a City evaluation committee. The Contractor was subsequently selected as the intended secondary awardee for the above-mentioned services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Contractor will provide secondary emergency debris removal services for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work, Exhibit B – Submitted Proposal, Exhibit D – Federal Contract Provisions**, and underlying RFP# PWD/18-011. The contract, and all exhibits, hold precedence over the RFP documents. This contract will be activated if the primary contractor is unable to provide emergency debris removal services for the City; or if the City requires a second debris contractor activated because of the scope of the disaster.
2. **COMPENSATION.** City shall pay Contractor for the performance of the work, and in accordance with the contract documents based on the unit prices set forth in **Exhibit C – Price Proposal**.
3. **TERM & TERMINATION.** This Agreement shall begin on June 20, 2018 and terminate at the end of the business day on June 19, 2021. This Agreement may, by written consent between City and the Contractor, be renewed for up to two (2) additional, one (1) year periods. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within five (5) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

4. **PERFORMANCE BOND.** Upon contract activation by City, Contractor is required to furnish a Performance Bond in the amount of **\$500,000**.
5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
6. **DEBRIS DISPOSAL.** Contractor shall obtain formal written quotes for mulch disposal and provide the written bids to the City for approval. City will pay the exact mulch disposal cost in cubic yards, with no markup by the Contractor.
7. **CONTRACT FULFILLMENT.** Contractors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
8. **FEDERAL REQUIREMENTS.** Contractor must fully comply with the Federal requirements detailed in **Exhibit D – Federal Contract Provisions**.
9. **CONTRACTOR REPRESENTATIONS.**
 - A. The Contractor has examined and carefully studied the Contract Documents and the other related data.
 - B. The Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Contractor as noted in **Section 2** and detailed in **Exhibit A – Scope of Work** and **Exhibit C-Price Proposal** as follows:
 - A. The City will pay Contractor a total maximum limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Exhibit C**. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - B. Contractor shall invoice the City monthly for ANY completed work accomplished on a bi-weekly basis, unless otherwise directed by City. Invoices for this Agreement will be prepared by Contractor, and submitted through the responsible City Project Manager at: **City of Ocala Public Works Department, Darren Park, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida**

34470, dpark@ocalafl.org. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice and an electronic copy (Microsoft Excel format) shall be included with the submission.

11. INVOICING GUIDELINES.

- A. Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise directed by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- B. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, all tickets submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- C. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- D. No payment will be made for mobilization and demobilization operations. These costs shall be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- E. Payment for disposal cost incurred by the Contractor at City approved Final Disposal Sites will be made at the City-approved cost incurred by the Contractor. At such point, the City will either coordinate payment of disposal costs directly with the Final Disposal Site, or require the Contractor to pay the disposal fees and then invoice the City. The Contractor shall submit

a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

- F. Contractor must submit a final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE," and no additional payments will be made after the Contractor's final invoice.
- G. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.
- H. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work is subsequently performed to the City's satisfaction.

- 12. **PAYMENT TO SUBCONTRACTORS.** Contractor is responsible for payment to all subcontractors utilized for the services rendered within the scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- 13. **RETAINAGE.** A ten percent (10%) retainage shall be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete work, and receive a letter of completion from the City, for all work zones. Retainage shall be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor to public or private property.
- 14. **FINAL PROJECT CLOSE OUT.** Upon final inspection of the project by the City, the Contractor shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.
- 15. **DISTRIBUTION OF WORK.** The City reserves the right to activate more than one contractor to provide the debris services outlined in this proposal. The City may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract for debris removal services.

16. **RETENTION OF RECORDS.** The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals.

17. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

18. **LIABILITY INSURANCE.** Contractor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:
- A. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
 - B. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations;
 - C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

19. **BUSINESS AUTO LIABILITY.** Contractor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. The City must be an additional insured on the policy.
20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Contractor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.
21. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
22. **SAFETY/ENVIRONMENTAL.** Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Contractor shall make reasonable efforts to detect apparent hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws

and ordinances shall be followed as well as American National Standards Institute Safety Standards. All Contractor caused hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.
24. **ACCESS TO FACILITIES.** City will provide Contractor with access to the Facilities to permit Contractor to meet its obligations hereunder.
25. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
26. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
27. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
29. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.
30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose

the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

33. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
34. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for 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 or 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
35. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Contractor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Contractor including, but not limited to, any of the following:
- A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. Contractor provides materials that do not meet the specifications of the Agreement;
 - C. Contractor fails to complete the work required within the time stipulated in the Agreement;
- and

- D. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.

36. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder.

Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Performance Bond, or (c) Any other remedy as provided by law.

37. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Contractor's services and work at City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as permitted by the contract and approved by City.

38. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Contractor of such occurrence and contract shall terminate without penalty or expense to the City.

39. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice

or demand in similar or other circumstances.

40. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

41. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

42. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

43. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

44. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Crowder-Gulf Joint Venture, Inc.
John Ramsay, President and CEO
5435 Business Parkway
Theodore, Alabama
Phone: 800-992-6207
Fax: 251-459-7433
Email: jramsay@crowdergulf.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

45. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

46. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
47. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
48. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
49. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

50. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
52. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
55. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
56. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
57. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract

documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit D, (2) Exhibit A, (3) Exhibit B, then (4) Exhibit C.

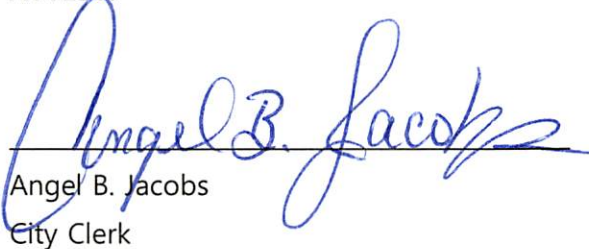
Exhibit A: Scope of Work (A-1 through A-35)
 Exhibit B: Submitted Proposal (B-1 through B-38)
 Exhibit C: Price Proposal (C-1 through C-5)
 Exhibit D: Federal Contract Provisions (D-1 through D-7)

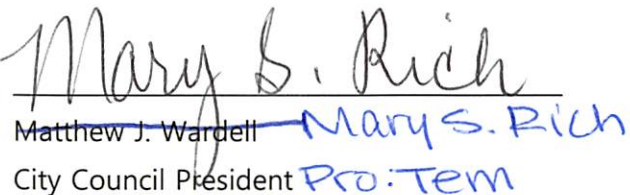
58. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

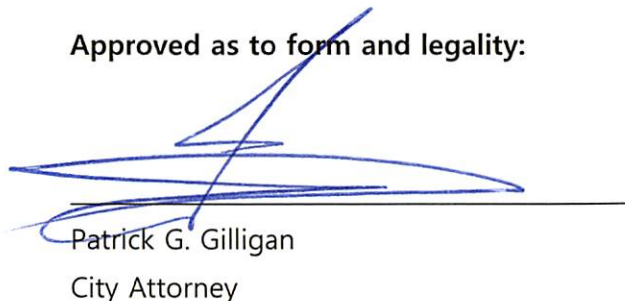
CITY OF OCALA

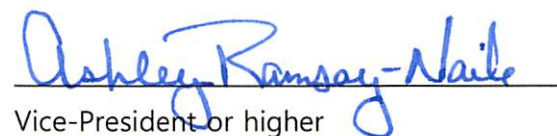

 Angel B. Jacobs
 City Clerk


~~Matthew J. Wardell~~ Mary S. Rich
 City Council President Pro Tem

Approved as to form and legality:

CROWDER-GULF JOINT VENTURE, INC.


 Patrick G. Gilligan
 City Attorney


 Vice-President or higher

ACCEPTED BY CITY COUNCIL
June 19, 2018
 DATE
 OFFICE OF THE CITY CLERK

This scope of work describes and defines the services which are required for the execution of natural disaster-related emergency debris removal from Federal Aid highway segments, state, local, and private roadways within the City of Ocala, Florida (City).

Contractor Responsibilities

Contractor responsibilities include, but are not limited to:

- Field operations
- Debris pickup
- Debris hauling and removing
- Debris staging and reduction by grinding
- Temporary debris storage site management
- Debris management
- Final disposal to an approved facility in full compliance with regulatory agency requirements, consistent with Federal Emergency Management Agency (FEMA) requirements for debris management, removal and disposal.

The Contractor shall have experience in the Federal Emergency Management Public Assistance (FEMA-PA) Program, the Federal Highway Administration Emergency Relief (FHWA-ER) Program, and other applicable federal, state, and/or local programs to assist the City and its emergency response/recovery efforts. The Contractor will be responsible for tracking all contract costs, adhering to the "not to exceed" limit as determined by the City, and preparing the project worksheets for all disaster categories. Proper notification must be given to the City as costs approach the "not to exceed" limit. Proper documentation by the Contractor as required by FEMA, FHWA and all applicable federal, state and local agencies is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

All debris removal and disposal of mulch management services shall be in accordance with all applicable federal and state laws, and environmental regulation.

The Florida Department of Transportation's (FDOT) Specifications for Road and Bridge Construction, Design Standards and other applicable Department Design Indexes and Construction Standards are applicable when performing work under the resulting contract.

The City will identify and give the Contractor direction for roads and limits for which the Contractor will be responsible within each quadrant, section segment or group assigned. The City reserves the right to add or delete roadway segments at the direction of the City Public Works Director, at no additional cost to the City. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

The Contractor is required to perform at least 30% of the work assigned, with its own forces.

Mulch Disposal

During post recovery, the Contractor will obtain formal written quotes for mulch disposal and provide the written bids to the City for approval. City will pay the exact mulch disposal cost in cubic yards with NO markup by the debris Contractor.

Activation

The work will begin upon written authorization by the City. Contractor shall provide a 24/7 contact number and shall be activated (on-site) within twenty-four (24) hours of receipt of Notice to Proceed. Failure to meet this requirement will result in immediate termination of contract.

No guarantee of minimum or maximum amounts of work is made by the City under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities. The City will not provide price adjustments for cost increases or decreases in the price of fuel. The Contractor shall have the ability to handle multiple, simultaneous large-scale disaster events.

In cases of discrepancy between this scope and regulatory agency guidelines, the regulatory agency's guidelines will take precedence.

Upon contract activation, a performance bond in the amount of \$500,000 will be required of the Contractor.

Definitions and Acronyms

- a. Authorized Representative: City employees and/or contracted individuals designated by the City or the City Debris Manager.
- b. Chipping/Mulching/Grinding: The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- c. City Approved Final Disposal Site: Final disposal location approved, in writing, by the City of Ocala.
- d. City Debris Manager: City point of contact - responsible for providing overall supervision of debris clearance, removal, and disposal operations.
- e. Cleanup Crew: Individual(s) employed by the Debris Removal Contractor to collect debris.

- f. Construction and Demolition (C&D) Debris*: Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings, and fixtures that are a result of a disaster event.
- *Note – This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.
- g. Debris: Debris is scattered items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster.
- h. Debris Clearance: Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- i. Debris Management Site (DMS): A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TSDR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- j. Debris Monitor: Contractor contracted with the City to observe day-to-day operations of debris removal crews and document eligible quantities/reasonable expenses to ensure they are performing eligible work, meeting the City's expectations and contractual requirements, and are in compliance with all applicable Federal, State and Local regulations. May also be referred to as a Field Inspector.
- k. Debris Monitoring: Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure the work complies with the contract scope of work and/or is eligible for Federal or State grant reimbursement.
- l. Debris Removal: Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.
- m. Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.
- n. Demobilization: Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

- o. Demolition: The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- p. Designated Area: Generally bound by the City limits – includes public property and rights-of-way within the unincorporated areas of the City that were directly affected by a debris-generating event.
- q. Disaster Specific Guidance: Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- r. Drop-Off Site: A site established for residents of the City of Ocala to drop off debris.
- s. Electronic Waste (E-Waste): Loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- t. Eligible Debris: As determined by FEMA-325 Debris Management Guide and other applicable regulations – Debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- u. Emergency Debris Clearance: The initial debris clearance activity necessary to eliminate life and safety threats (i.e. clearing roads) as defined by FEMA-325 Public Assistance Debris Management Guide.
- v. Emergency Operations Center (EOC): A central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.
- w. Emergency Relief Program: Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- x. Federal Aid Eligible Roads: Roads that are paved, gravel or dirt, and are eligible for repair or replacement.
- y. Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA eligible roads and other roadways not on the federal aid system.

- z. FEMA-325 Debris Management Guide: This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can aid a local agency to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community at large.
- aa. Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.
- bb. Field Inspector: Monitor
- cc. Final Disposal Site: Final disposal location approved, in writing, by the City.
- dd. Force Account Labor: Labor performed by the applicant's permanent, full time or temporary employees.
- ee. Garbage: Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- ff. Global Positioning System (GPS): Global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the earth, where there is an unobstructed line of sight to four or more GPS satellites.
- gg. Hand Held Units (HHU): Devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.
- hh. Hangers: A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA-325 are:
- The limb must be greater than two inches (2") in diameter;
 - The limb must be suspended in a tree and threatening a public use area; and
 - The limb must be located on improved public property.

- ii. Hazardous Stump: Uprooted tree or stump (i.e. 50% or more of the root ball is exposed), greater than twenty-four inches (24") above the ground on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- jj. Hazardous Tree: A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches (6") in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA-325 include:
 - The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
- kk. Hazardous Waste: Materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- ll. Household Hazardous Waste: Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- mm. Mixed Debris: A mixture of various types of debris including, but not limited to, C&D debris, white goods, e-waste, household hazardous waste, metals, abandoned vehicles, tires, etc.
- nn. Mutual Aid Agreement: A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

- oo. National Response Plan (NRP): A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- pp. Notice to Proceed: This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.
- qq. Outbuilding: Any structure secondary to a house such as a barn, shed or outhouse, separated from the main structure.
- rr. Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).
- ss. Ticket Manager: Contractor responsible for overseeing the electronic ticket processing.
- tt. Vegetative Debris: Clean, woody debris and other organic materials that can be chipped and mulched.
- uu. White Goods: Appliances, including, but not limited to refrigerators, freezers, stoves, washers, dryers, and HVAC units.

Services to be Provided by the Contractor

Contractor will be responsible for coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA-325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager.

Eligible debris also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final

Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA-325, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City Debris Manager in writing.

1. **Emergency Road Clearance**

At the request of the City for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

2. **ROW Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City approved Final Disposal Site. The debris removal vehicle

will not collect additional debris once a load ticket has been issued.

- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.
- g. Final disposal of mulch shall be on a cubic yard basis as a direct pass-through cost to the City. Contractor shall benchmark mulch disposal cost to ensure the City has a competitive price. Benchmark data shall be provided to the City.

3. **ROW C&D Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

4. **Demolition, Removal, Transport and Disposal of Non-RACM Structures**

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City of Ocala. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- d. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- f. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- g. Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-

RACM structures (such as obtaining demolition permits, etc.).

5. **Demolition, Removal, Transport and Disposal of RACM Structures**

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- c. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- d. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- e. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- f. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- g. Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. **DMS Management, Operations and Reduction Through Grinding**

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance,

management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the City Debris Manager.

- b. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- c. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- d. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- e. All un-reduced disaster debris must be staged separately from reduced debris at the DMS.
- f. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.
- g. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- h. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets.
- i. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- j. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- k. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- l. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in lined containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.
- m. Contractor is responsible for providing twenty-four (24) hour DMS security.
- n. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- o. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 33 - Debris Site Tower Specifications).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material shall be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

7. DMS Management, Operations and Reduction Through Above Ground Air Curtain Incineration

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator (ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the City Debris Manager.
- b. The management of DMS locations includes assistance with obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Contractor shall also be responsible for all costs associated with third-party groundwater and soil testing.
- c. Contractor is responsible for operating the DMS locations in accordance with OSHA, EPA and FDEP guidelines.
- d. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.
- e. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.
- f. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide a sufficient number of scales meeting the City Specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.

- g. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- h. Contractor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.
- i. Contractor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags. Contractor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other BMP's.
- j. Contractor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- k. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor.
- l. Contractor is responsible for providing 24-hour security and fire tender for DMS locations.
- m. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- n. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 33 - Debris Site Tower Specifications).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing,

concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material shall be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

8. Haul-Out of Reduced Debris to a City Approved Final Disposal Site

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a City approved DMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b. Contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- c. Contractor shall not use any disposal facility without the written consent of the Public Works Director or designee. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Public Works Director or designee prior to issuing any such authorization.
- d. Contractor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.
- e. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
- f. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.

- g. Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

9. **Removal of Hazardous Leaning Trees and Hanging Limbs**

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 1/2) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with Scope of Services. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 1/2) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.
- b. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 - ii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 - iii. The tree has a split trunk that exposes heartwood.

- c. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - i. The limb is greater than two (2) inches in diameter.
 - ii. The limb is still hanging in a tree and threatening a public-use area.
 - iii. The limb is located on improved public property.

10. Removal of Hazardous Stumps

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the City ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See FEMA-325 Debris Management Guide, Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility) and removed under the terms and conditions outlined herein.
- b. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and

diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

- i. Fifty percent (50%) or more of the root ball is exposed.
 - ii. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.
- c. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions outlined herein. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions outlined herein. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See FEMA-325 Debris Management Guide, Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility).
- d. Stumps shall only be collected after the monitoring firm(s) and the Contractor document and perform the following:
- i. **Location.** Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.
 - ii. **Size.** Measure and record the diameter of the stump to be removed at the appropriate location.
 - iii. **Marking.** Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - iv. **Stump Worksheet.** Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

11. ROW White Goods Debris Removal

Services performed under this Contract element will be compensated using **Exhibit C – Price Proposal**. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a Solid Waste Management site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet but are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a Solid Waste Management Facility and turned over to the City to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

12. Household Hazardous Waste (HHW) Removal, Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

Services performed under this Contract element will be compensated using **Exhibit C**.

13. **E-Waste Removal**

Services performed under this Contract element will be compensated using **Exhibit C**. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

14. **Abandoned Vehicle Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. **Abandoned Vessel Removal**

Services performed under this Contract element will be compensated using **Exhibit C**. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible land based abandoned vessels in areas identified and approved by the City. The removed eligible vessels will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

16. Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Services performed under this Contract element will be compensated using **Exhibit C**.

17. Other Debris Removal Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

18. Pre-Event Coordination Meeting

The successful Contractor shall be required to attend an annual pre-hurricane season kickoff meeting(s) with the City and its debris monitoring firm(s) at no cost to the City.

19. Description of Designated Areas

- a. The designated area for debris removal (the City right-of-way) is bounded by the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City maintained roadways or other areas, as directed in writing by the City Debris Manager. If the Contractor is authorized to perform services on non-City maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non- eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

- b. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- c. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- e. For subsequent and/or final pass, loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- f. Contractor shall deliver all disaster related debris to a City-approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- g. All Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.
- h. Payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format

matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.

- i. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- j. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

20. **Debris Management Sites (DMS)**

- a. The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The Contractor shall provide the City with a list of potential DMS locations annually. Depending on the incident in which the contract is activated the City may provide the Contractor with a minimum of three (3) DMS.
- b. The City will assign specific DMS to specific Contractor for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Contractor. If additional DMS locations are needed for the operation, the Contractor shall provide a list of DMS locations. The list will include all necessary site information to allow the City to submit to FDEP for approval. If the Contractor establish any additional DMS, a copy of the agreement showing indemnification of City for the use and proposed restoration plan of the additional sites, shall be provided to the City. In addition, the Contractor shall execute a hold harmless agreement for each Contractor established DMS that is not located on City property.
- c. The hold harmless agreement must be approved by the City prior to execution. Prior to the use of any DMS (either City provided DMS or Contractor established DMS) analysis of both groundwater and soil may be required to establish pre-use conditions (post remediation site sampling may also be required of the Contractor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the City at the expense of the Contractor. The results of such testing shall be sent directly from the professional to the City. The Contractor shall be required to provide the City with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.
- d. The cost associated with acquiring, preparing, leasing, renting, operating, remediating

land used as DMS in the City is a cost borne by the Contractor and compensated based on the Contractor's bid for site management and reduction of debris.

- e. The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor will be responsible for removing all disaster related debris from those sites. Contractor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site.
- f. Depending on the volume of debris at a Residential Convenience Center, the Contractor may be required to push material to make room for additional debris.
- g. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.
- h. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. shall be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

21. **Notice to Proceed**

The City will issue an official Notice to Proceed for the services referenced in this contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written Notice to Proceed.

The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

22. Safety

The Contractor shall be solely responsible for maintaining safety at all work sites including DMS and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS and debris collection sites. Safety at DMS and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

23. On-Site Project Manager

Contractor shall provide an on-site project manager to the City. The Project Manager shall be onsite within twenty-four (24) hours of notification. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager shall attend and conduct daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

24. Superintendent Shall be Supplied by the Contractor

The Contractor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

25. Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of

rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards shall be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor. The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the Contractor to "tarp" or cover debris when hauling.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-Contractor.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

26. **Traffic Control**

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining

appropriate traffic controls in all work areas, including DMS and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

27. Rapid Response Crew

Contractor shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

28. Hazardous Materials and Household Hazardous Waste

The Contractor shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's Hazardous Materials Removal and Disposal Contract. The Contractor shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractor and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS or final disposal sites that are not specifically authorized

to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractor shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The City or City's Hazardous Materials Removal and Disposal Contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

29. **Work Hours**

The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Solid Waste Division Manager:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Veterans Day
- f. Thanksgiving Day
- g. Christmas Eve
- h. Christmas Day

30. **Time of Completion**

The services shall commence upon written notice to proceed from the City manager or his designee, and the project shall be completed in accordance with the project schedule.

31. **Damages**

- a. All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a

manner prescribed by and at the sole satisfaction of the City Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor fails to repair any damaged property, the City may have the work performed and charge the Contractor.

- b. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor's equipment or personnel at no additional cost to the City. If the Contractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.
- c. Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Debris Manager outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.
- d. Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.
- e. No retention will be released to the Contractor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor may petition the City in writing for a partial retainage release.

32. Existing Utilities

- a. Some trees and debris that shall be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments.
- b. The Contractor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor.

33. Debris Site Tower Specifications

- a. The Contractor shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower.
- b. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation. Exceptions to the platform construction requirements above may be granted by the City Debris Manager.
- c. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

34. Facilities at DMS Locations

The Contractor shall provide as many ADA compliant portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any

dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation.

35. **Ownership of Debris**

- a. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.
- b. All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.
- c. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

36. **Environmental Protection**

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules

and regulations of local, state and federal regulatory agencies.

- b. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMS. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

37. **Documentation and Measurement**

- a. Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple

communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.

- c. The Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal.

Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment.

Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site.

Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.

Loads of processed (e.g., chipped) debris being hauled from a DMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized

representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site.

The Contractor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- Haul-out of Reduced Debris to a City Approved Final Disposal Site

38. **Final Project Close Out**

Upon final inspection of the project by the City, the Contractor shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.



Electronic

City of Ocala, FL

RFP # PWD/18-011

Pre-Event Emergency Debris Removal

Tuesday, May 8, 2018 @ 2:00 pm



*CrowderGulf is committed to protecting
and preserving our environment.
As part of this effort, our proposal is on
recycled paper.*

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com



Tab A. General Information

Legal entity name, principal address, phone number, email address and principals in charge:

- Legal Name and Address: CrowderGulf Joint Venture, Inc.
Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
jramsay@crowdergulf.com
www.crowdergulf.com

Principals

- John Ramsay
President & CEO, Binding Authority
Authorized to contract for CrowderGulf
(800) 992-6207 Office
jramsay@crowdergulf.com
- Ashley Ramsay
Senior Vice President & COO, Binding Authority
Authorized to contract for CrowderGulf
(646) 872-1548 cell
aramsay@crowdergulf.com

State of Florida License (s):

- FL License: CGC1522633
- CrowderGulf FEIN: 01-0626019

History - CrowderGulf At-A-Glance

- Full time (365 days/yr) Debris Management Company with over 49 years of successful experience** in debris management, removal and disposal services.
- Bases of Operation:**
Primary: Theodore, Alabama
Satellite Offices: Coral Springs, Davenport, Florahome, Clearwater and Winter Garden, Florida, Rocky Mount, North Carolina, Hilton Head Island and Laurens, South Carolina, Austin and Denton, Texas
- Never failed to complete** all contract obligations and never defaulted on a contract.
- Committed to the same** Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- Completed simultaneous** debris projects after all major hurricanes **since 1969**.
- Over **450** disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over **350 million cubic yards of debris**.
- Industry leader in **waterway debris removal**, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- No lawsuits, liens or judgments by CrowderGulf to clients ever** filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.

Over Forty-Nine Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.



5. Equipment and 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 the City of Ocala 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 regulation

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- 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.

Tab C. Staffing Plan/Workload

1. Staffing Plan - The individuals listed below have been selected to assist the City of Ocala should the contract need to be activated. Any of the individuals listed below are authorized to give and support information both in writing and/or in oral presentation. As listed on the first page of this proposal, John Ramsay and Ashley Ramsay-Naile are the only two individuals authorized to sign and negotiate for CrowderGulf (their contract information is listed on Page 1).

Supervisory Personnel for the City of Ocala

Name	Position	Email	Phone	Years Exp.
Don Madio	Regional Manager	dmadio@crowdergulf.com	(813) 285-8749	18
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	14
Brian Smallwood	Project Mgr. (operations)	bsmallwood@crowdergulf.com	(251) 581-5789	7
Jeff Zemlik	Safety Manager	jzemlik@crowdergulf.com	(251) 509-9422	11
Wilber Ledel	Field Supervisor	wledel@crowdergulf.com	(228) 326-5915	7
Margaret Wright	Program Doc. Mgr.	mwright@crowdergulf.com	(251) 604-6346	10
Leigh Anne Ryals	Quality Control Mgr.	lryals@crowdergulf.com	(251) 751-8660	21
Gary Jones	FEMA Technical Asst. Mgr	gjones@crowdergulf.com	(940) 206-4021	28

2 a. Workload - Currently we are not working on any disaster related debris removal projects at this time. Due to the unforeseen nature of disasters, it is difficult to predict a contract activation. A contract does not have value until activated and each contract may have all or parts of the contract activated based on need. Regardless of contracts activated, CrowderGulf



Jasper Co.	Port Arthur (City)	Jones Creek (Village)	La Marque (City)
Lake Jackson (City)	San Patricio Co.	Manvel (City)	Trinity Bay Conserv. Dist.
Montgomery Co.	Tarrant Co.	Newton Co.	West Columbia (City)
Nueces Co.	Webster (City)	Richardson (City)	Santa Fe (City)
VIRGINIA			
Gloucester Co.	Newport News (City)	Hampton Roads Sanitation	James City Co.
Norfolk (City)	Virginia Beach (City)		
WASHINGTON - Seattle (City)			

Tab D. Approach and Methodology

1. Ability to manage activation of multiple contracts.

CrowderGulf has a proven track record of simultaneously managing multiple contracts and numerous specialty debris projects. Regardless of the diverse geographical locations of various disasters, with CrowderGulf's substantial manpower and equipment resources, we are able to honor all of our contractual commitments with dispatch and efficiency. CrowderGulf has at its disposal an extensive inventory of company owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. The necessity to add or reduce equipment and personnel is often determined by the scope of work and the magnitude of the disaster. Our Senior Project Manager will coordinate daily with the City and provide status reports on the debris removal process. These meetings are helpful in promoting communication, adjusting resources and addressing special issues or areas of concern. The summaries and the table provided below illustrate CrowderGulf's disaster related work and experience with increasing or decreasing personnel and equipment resources needed for each project, regardless of size, location or the amount of simultaneous projects. CrowderGulf will be able to meet the debris removal, reduction, storage and disposal requirements of the City regardless of the nature and severity of the disaster. Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Approx. CY	Invoice Amt
2017	Hurricane Irma (projects ongoing)	91	61	11,374,514+ CY	\$171,285,478+
2017	Hurricane Harvey (projects ongoing)	15	26	5,170,292+ CY	\$74,472,886+
2016	Hurricane Matthew	32	39	5,675,560 CY	\$82,267,725
2016	Hurricane Hermine (2 Activations)	3	2	401,366 CY	\$9,080,715
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	648,612 CY	\$9,153,193
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	109,578 CY	\$2,311,844
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	669,314 CY	\$9,866,559
2012	Sandy	1	4	727,194 CY	\$57,805,734
2012	Isaac	3	9	245,799 CY	\$2,821,936
2011	Irene	13	31	1,673,821 CY	\$14,754,641
2008	Ike	27	36	16,933,904 CY	\$178,318,425
2005	Dennis, Katrina, Rita, and Wilma	41	67	19,441,656 CY	\$279,764,959
2004	Charley, Frances, Ivan, Jeanne	61	36	16,800,678 CY	\$292,426,233
2003	Isabel	19	16	5,447,815 CY	\$66,344,733

2-5 Methodology – Principles of Project Management

A. Approach and Process -

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (January 2016), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 48 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Ocala. Within 8 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 12-24 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours



until completion of the project to the satisfaction of the City of Ocala. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Development and Operation of Debris Management Sites (DMS)

Constructing Debris Management sites to handle the volume of debris generated in the City. Operation of the DMS includes debris separation, reduction, recycling and proper holding and disposal of hazardous waste and fluids. DMS sites are fully restored to original condition after project completion.

Final Debris Disposal

Dispose of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations.

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. The concept "**Clean As You Go**" is the centerpiece of our Quality Control Plan. 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.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures.

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Ocala will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

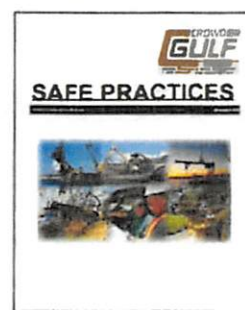
CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Health and Safety

All company operations are managed with an aggressive and proactive commitment to the safety and wellbeing 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. The company 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.

- **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 Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and inculcates all facets of company planning and operations. Our CrowderGulf Health and Safety Plan is available upon request.





Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Ocala needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.



Please view our [Website @ www.crowdergulf.com](http://www.crowdergulf.com) for more information!

B. Debris Operations Plan

The CrowderGulf Debris Operations Plan establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens. The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive Debris Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions to insure the most efficient and cost effective debris management for the City of Ocala.

The Debris Operations Plan was developed with only one objective – to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible. The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 49 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations, - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

> Mobilization

Item D 2 pg. 7

Mobilization Task Assignments

The Director of Operations will be the key decision-maker(s) once the need to mobilize and respond has been determined. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. He will direct the commencement of the mobilization, tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization Activation

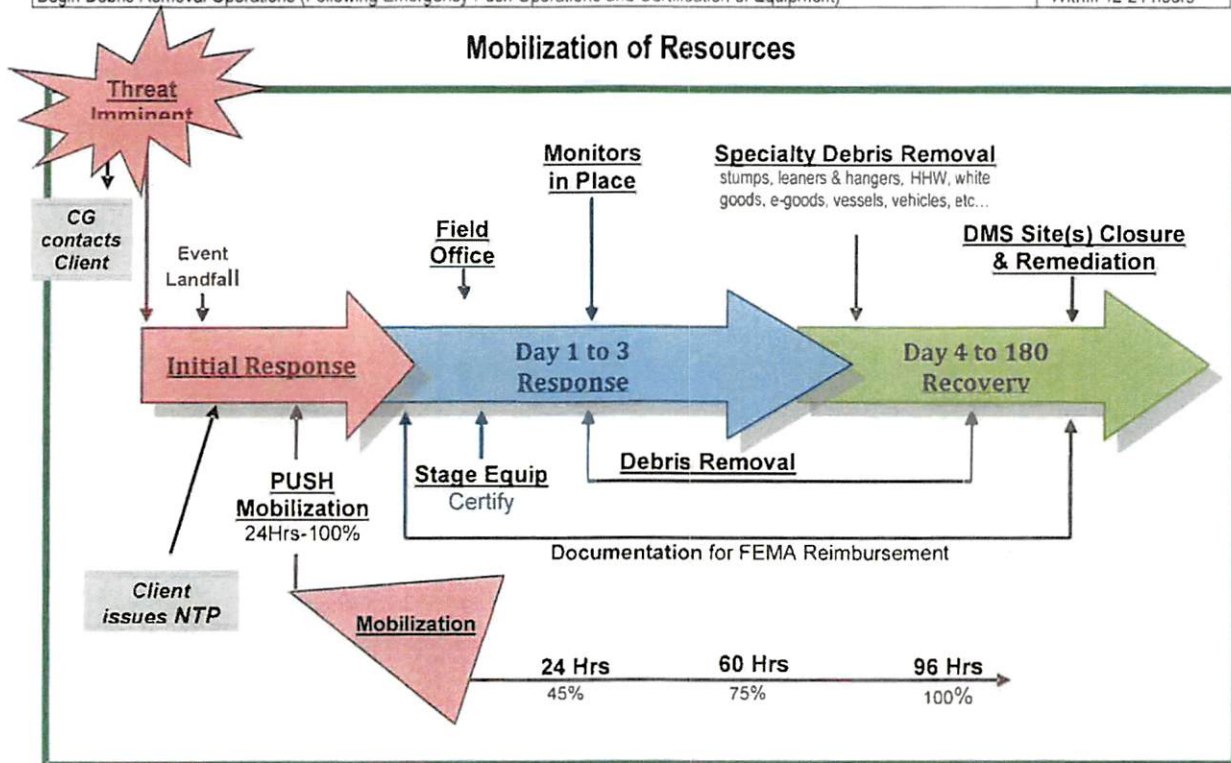
CrowderGulf shall contact the City within seventy-two (72) hours of the City being placed on the NOAA five (5) day hurricane forecast or within two (2) hours after receiving a mobilization Task Order following and unforeseen event such as a tornado. Mobilization will begin immediately upon receipt of a Notice to Proceed, in accordance with requirements defined by the City. Within hours of receiving the Task Order/Notice to Proceed, CrowderGulf shall mobilize the project management team to the City and within 24 hours, equipment and resources will begin push operations, if requested. Within forty-eight (48) hours or as soon as PUSH operations are complete, CrowderGulf shall work with the City or the City's Monitoring agent to certify debris removal trucks and begin debris removal operations as tasked by the City.



Key Tasks and Functions

CrowderGulf will meet or exceed the mobilization criteria requested by the City. Immediately upon receipt of a Notice to Proceed, CrowderGulf will begin mobilization of equipment, operators, and laborers both locally and from throughout the state/region. The following chart shows the key mobilization tasks and functions:

TASKS / FUNCTIONS	TIME FRAME (from Notice to Proceed)
Advance team to the City's Emergency Operations Center	Within 12-24 hours
Setup Mobile Command Center (if needed)	Within 24 hours
Providing Rapid Response Crews (RPC) as required for Assistance with Search and Rescue	Within 8 hours
Brief all Key Personnel on Status	Within 2 hours
Assess damaged area for manpower and equipment requirements - Video and Documentation of Damages	Within 12 hours
Begin first wave mobilization of manpower	Within 12-24 hours
Collaborate with City to identify and plan emergency clearance priorities, possible worksite limitations and/or assessment of suspected hazardous materials	Within 12 hours
Obtain required permits, if applicable	Within 48 hours
Set up onsite office, Staging area(s)	Within 24-48 hours
Certify Truck Capacities (timeframe based on PUSH operations and Monitoring/Representative)-	Within 24-48 hours
Select & Develop Debris Management Sites	Within 36-48 hours
Begin Debris Removal Operations (Following Emergency Push Operations and Certification of Equipment)	Within 12-24 hours



Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City. The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point.



Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full communications capability, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit. The Command Center, or field office/s, will be set up within 24-48 hours after activation.

Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Demobilization

DMS Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to as good as or better than pre-existing conditions. Specific site closure steps include the following:

- Shutting down grinding operations and remove equipment
- Removing all towers and other temporary buildings or site improvements
- Hauling any un-chipped materials to an appropriate facility
- Conducting Testing contaminants and hauling to a disposal site
- Recycling any separated metals, plastics, white goods or other materials and document quantities and types.
- Arrange for soil and/or groundwater testing as required.
- Returning all storage areas and roads to pre-existing grade
- Disking and seeding all disturbed areas with appropriate grass seeds, cover and water.
- Remove security gate, fence, entrance roads and culverts
- Arranging for site inspection by the owner and/or the City and correcting any discrepancy
- Obtaining a site release

➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate life-saving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP

Following Hurricane Irma, CrowderGulf successfully worked with the City of Ocala officials to develop a debris strategy for removal efforts. CrowderGulf and our local subcontract team along with City crews performed the emergency push operations and successfully transitioned to right of way debris removal. (Total Urban Forestry, will remain as our local prime subcontractor, available to assist should there be an immediate need). Debris removal was expedited due to the great working relationship between the City crews, our local subcontractors and CrowderGulf.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, toolbox safety discussions will be a daily requirement for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.



➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Ocala. Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the Documentation and Reimbursement Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Ocala in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Truck and Equipment Considerations:

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site. All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations. On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower.



The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely. When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site. All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Ocala to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Documenting and Resolving Damages

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During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. The City, the monitoring company or CrowderGulf may provide the avenue for reporting. Regardless of the method chosen, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. CrowderGulf's Quality Control Manager will handle all property damages that may occur during the recovery process. This person is tasked with responding to an incident and amicably resolving all incidents that may occur. The Quality Control Agent will contact the damaged party within 24 hours of a claim to make arrangements for amicable resolve. The City will be informed immediately upon occurrence and will be provided with documentation of restitution.

As soon as CrowderGulf's CRP receives a notice of damage, a damage report is initiated the following procedures will be implemented:

- Within 24 hours of a damage notice, a written report will be made by the Project Manager, the homeowner will be contacted by the CRP and a physical inspection of the damage will be made and photographed.
- CRP will inspect damage and discuss resolution options with the homeowner
- A resolution agreement will be determined between the homeowner and our CRP
- The CRP will document all contacts with the homeowner and the resolution decision reached (see form below)
- Property will be repaired or damages will be paid, depending on reasonable method homeowner chooses
- CRP will conduct a follow-up visit to ensure that the homeowner is satisfied with the resolution
- The CRP will have the homeowner sign a damage claim release that indicates that the problem has been successfully resolved and no further action will be taken or required
- CRP will provide regular updates on status of all damage claims and resolutions to CrowderGulf's Project Manager and Documentation Manager
- All damage claims documentation is kept on file for a minimum five to seven years. Documentation is available to the City at any time.



- CrowderGulf maintains a database with information and documentation for each claim, including pictures and releases.

CrowderGulf will not leave the City until all damage claims have been resolved to the satisfaction of the City of Ocala and the affected citizens.

Below is an example of our Database Documentation Claims form. Weekly reports will be generated from information entered in our Claims database:

A physical paper form titled 'CrowderGulf Damage Report Form'. It contains various sections for claim information, including 'Claimant Information', 'Damage Description', and 'Witness Information'. The form is designed for field use by personnel.

Damage Claim Form used in field.

A screenshot of the 'Damage Form' as it appears in a database or software application. It mirrors the structure of the physical form but is adapted for digital data entry, with fields for claim details, photos, and user input.

Screen capture of Damage Claim Form in database.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times.

DMS Site Selection

CrowderGulf will work closely with the City of Ocala to identify and secure additional sites. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA regulations for site plan development.

CrowderGulf removed over 167,000 cubic yards of debris and worked with the City to identify two debris management sites following Hurricane Irma for reduction activities (ARFF Center at 3000 Southwest 67th Avenue, and the vacant lot located on NE 30th Avenue adjacent to the Public Works Facility. The close proximity of these two sites to the debris removal operation shortened turn-around time for trucks and therefore expedited the debris removal process.

Once site selection is approved by the City, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.



ARFF Center 3000 Southwest 67th Ave.

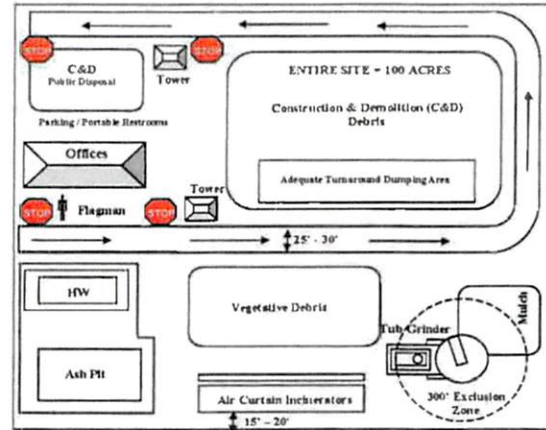


Lot: NE 30th Ave. near Public Works Facility

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

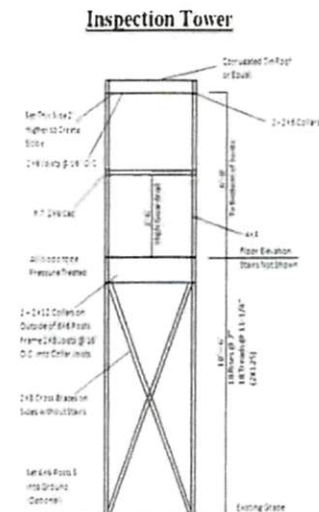


The general site plan shown above will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

Inspection Towers

At no cost to the City of Ocala, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.



Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards.



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.

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Debris Recycling Plan

Based on the debris management goals and objectives of the City, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be turned by disc and seeded with appropriate grass species and watered if necessary. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

➤ Documentation and Reimbursement

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CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical. Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA documentation requirements as stipulated in the Public Assistance Program and Policy Guide (FEMA - January 2016) are followed and serve as the foundation of our documentation and accounting systems.

- **Phase One - Truck Certification and Accountability**
- **Phase Two - Debris Load Ticket Completion and Utilization**

Completion of a five part *Debris Load Ticket* (in the paper ticketing process) for each truckload of debris serves as a checks and balance tool for the debris documentation. Electronic ticketing systems typically print out copies of the recorded data on the same principle.

The image shows a 'Debris Load Ticket' form from CrowderGulf. It includes fields for Client, Truck, Location, Debris Classification (with checkboxes for Vegetation, Construction & Demolition (C&D), and Other), and Signatures (Contractor, City, and FEMA). It also has sections for 'Load Details' and 'Disposal Details'.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325/Public Assistance Program and Policy Guidance requirements will be kept for each project.



Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process. After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences. Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution. Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

➤ Subcontracting - See TAB E, Subcontractors for our subcontracting plan.

➤ 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 full plan can be provided upon request

➤ Health and Safety

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CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and wellbeing of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
The Occupational Safety and Health Act (OSHA),
The EPA (Environmental Protection Agency),
The DOT (Department of Transportation),
All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization. Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2009, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 2,581,351 and experienced a total of 10 recordable, 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)
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0
2011	775,448	3	0	.77	0

As of February 1, 2018 CrowderGulf has completed the last 2,523 days of work recordable free.



*We have included OSHA's Form 300A –
Summary of Work-Related Injuries and Illnesses as
additional documentation of our exemplary safety record.*

CrowderGulf's On-Site Safety Plan

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

- Maintaining a safety and health program that meets the requirements of 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.

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues.

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses
Year: 2017

Number of Cases
Total number of deaths: 0
Total number of cases with days away from work: 0
Total number of cases with job transfer or restriction: 0
Total number of cases with medical treatment: 0

Number of Days
Total number of days away from work: 0
Total number of days of job transfer or restriction: 0

Injury and Illness Types
Total number of injuries and illnesses: 0

Sign Here
I hereby certify that the information on this form is true and correct to the best of my knowledge and belief, and that the information is true and correct to the best of my knowledge and belief, and that the information is true and correct to the best of my knowledge and belief.





Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M. CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Ocala 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

Tab E. Subcontractors

Anticipated Outside Support/Subcontractor Equipment

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10 and 2 C.F.R. 200 et.al.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 1,800 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

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-aside 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.

"Mr. Campbell and Mr. Ramsay have been wonderful to work for, and a thrill to be around. The entire CrowderGulf organization is very impressive, and I am amazed by how efficient CrowderGulf operates. Thank you CrowderGulf for allowing me to work for you all and I hope that in the future I can work for CrowderGulf again."

CrowderGulf Subcontractor

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) and 2 C.F.R. 200.231 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 MWBE 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 MWBE directories to be used for soliciting MWBE 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 MWBE Office for a list of potential MWBE 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 MWBE 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 MWBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of MWBE 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 MWBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive MWBE 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 MWBE 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 MWBE firm confirmations.
11. Upon Client activation, if any of the proposed local MWBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified MWBE firms to replace inactive MWBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other MWBE 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 MWBE 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 of the City for the use of local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with 44 CFR 13.36 (e) and 2 C.F.R. 200.231.



Subcontractor Oversight

In the past, CrowderGulf has mobilized over 300 subcontractors with as many as 3,000 people, 1,600 trucks, and 600 pieces of loading equipment. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations. 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. 2018
Number of Registered Subcontractors		825	2791
Subcontractor Equipment	Regional	FL	US. 2018
Dump Trucks (16-65)		4426	11570
Pick up w/ dump trucks		1056	3976
Knuckle-boom trucks		462	2652
Wheel Loader 50hp - 150hp		1318	3971
Hydraulic Excavator 50hp-150hp		1073	4474
Low-bed Trailer w/ tractor		408	2012
Water Truck		193	873
Air Curtain Burner		69	252
Backhoe w/ loader 15		292	1517
Dozer, 2-3 yd blade/root rake blade D7		557	2580
Grader, Motor, 12 ft blade 130-140hp		151	616
Chipper		204	1076
Tub Grinder 300-400 hp & 800-1000 hp		166	655
Self loading trucks		704	2723
Skid steer 40 hp - 80 hp		1331	5109
C&D Walking Floor 80-110 CY		312	1529
Mulch Trailer 80-110 CY		140	731
Bucket Trucks		453	2118
Barges		100	877
Work Boats		159	969
Vacuum Trucks		92	842
Florida Subcontractor Statistics	Regional	FL	
Small Business	30	596	
M/WBE, HUB, SDB or Veteran Certified	22	338	
Push Crews	30	322	
Debris Haulers	45	634	
Marine Debris	3	39	
Haul Outs	6	35	
Grinding	3	43	
Burning	5	18	
Concrete Reduction	2	6	
Recycling	0	7	
Hazardous Material	1	8	
Tree Work	5	74	



CrowderGulf
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2018 Regional Subcontractors – Registered in the CrowderGulf Nationwide Data Base

2018 Region 3 Potential Subcontractors Gainesville, FL	Address	City	ST	Zip	snBus	MWBE / HUB / VET / SDB	Push Crew	Dump Trucks	Pickup/Dump/Tir	Knuckleboom	Wheel Loaders	Half/Ton Pickup/Truck	Hydraulic Excavators	Trailer/Mounted Floodlight	Lowbed/Trailer/WTractor	Water Truck	Air/Curtain/Bumer	Backhoe/W Loader	Dozers	Motor/Grade 12ft/Blades	Chopper	Tub Grinders	Self Loaders	Skid Steers	CD Walking Floor 80 to 110 CY	Mulch Trailer 80 to 110 CY	Bucket Trucks	Barges	Workboats	Vac Trucks
4CS Trucking & Excavation	P O Box 2682	Bunnell	FL	32110	1	1	1	16			4	7	10		1	1			2	1			1	5						
A & S Tree Service	1309 SW 136 PL	Micanopy	FL	32667	1		1		1	1		3												2			1			
AAG Environmental, Inc.	25145 NW 8th Place	Newberry	FL	32669	1			1	1			5	2		1													1	1	
Abraham Blitch	13550 NE County Rd. 339	Trenton	FL	32693	1				1														1							
Action Quality Excavation	7840 Lake Ave	Fanning Spring	FL	32693																										
Advanced Disposal Service	1336 Kavie Ct.	Green Cove Springs	FL	32093																										
Airborne Tree, Inc.	P.O. Box 236	Summerfield	FL	34492	1		1			5													1	2			2			
Alachua County Tree Service	14626 NW 243rd terrace	High Springs	FL	32643	1		1				1													1						
Ambiance Earthworks	P.O. Box 840016	St. Augustine	FL	32080				2	1			1	2										2							
Amen-Force	9485 Regency Square Blvd.	Jacksonville	FL	32225																										
Arbor Pro	P.O. Box 551500	Jacksonville	FL	32255	1			1	1			1										1		1						
Belcorp, INC	11530 Philips Highway	Jacksonville	FL	32256	1						6		6			1						4								
BioResource Management, Inc.	3520 NW 43rd St.	Gainesville	FL	32606																										
Career Center, Inc.	4740 NW 39th Place, Ste. A	Gainesville	FL	32606	1																									
Cordwin Tree Service, Inc	7900 West Highway 316	Reddick	FL	32686	1				2	3	2	5												3			3			
D.R. Durrance Trucking	12590 N.E.C.R. 339	Chiefland	FL	32636	1				1			1												2						
Daniel R. Jones Excavation & Demolition	1951 Ryan Rd	St. Augustine	FL	32092		1	1	6	1		4		2	1	1		1													
David Conner	4839 Highway 17 South	Green Cove Springs	FL	32043										1																
David Wayne Owens Trucking	12155 SW HWY 484	Dunnellon	FL	34432	1			1	1																					
DT1	12430 S.E. 104th Terrace	Bellevue	FL	34420				1	1		1					1														
Environmental Land Services	1841 North State St	Bunnell	FL	32110	1	2	1	2	3							1	1	1						1	3					
Environmental Services, Inc.	7220 Financial Way, Ste 100	Jacksonville	FL	32256	1	1																								
F & S Land Service LLC	P.O. Box 1563	Callahan	FL	32011	1				1										1				2							
Florida Land Development, Inc.	PO Box 772856	Ocala	FL	34477	1	1	1	5	3		5	18							2					5						
Flyway Access LLC / Conrad Tree	845 S.E. 24th Terr	Ocala	FL	34471	1	1	1			5			1					1		4			2			5		2		
Gaston's Tree Service LLC	6424 NW 19th DR	Gainesville	FL	32653						10	12	8	12		2			2		2	6	8	4		14	2				
Geer Contracting, Inc.	3410 Powerline Rd.	Middleburg	FL	32068	1	1		4			3		2		2		1		2			1			1					
Gray's Tree Service	5531 SE Hawthorne Rd.	Gainesville	FL	32641	1	1		10		6													10	3						
Hall Brothers	12371 NW 82nd Court	Chiefland	FL	32626	1	1			5				1						2					3						
Hall's Trucking, Inc.	6350 NE SR 121	Williston	FL	32696	1			4		1	1	2																		
Hansen Construction Service	4919 SW 46th St	Gainesville	FL	32608	1																									
Jerry Herring Outdoor Services	7889 SW 122nd St	Gainesville	FL	32608	1			3																						
JimCo Site Services, Inc	909 Leonard C Taylor Pkwy	Green Cove Springs	FL	32043	1	1			1		1	1	4		1				1			2	2							
Johnson & Sons Tree Service, Inc.	P.O. Box 367	Newberry	FL	32669	1	1		12	4	10	6	10	6	1	3		1	2	2	1	1	1	25	12			23			
Junk Bee Gone LLC	1419 Sunnymede Dr	Jacksonville	FL	32211	1																		1							
Kirklyn Enterprises, Inc	4472 Industrial Park	Green Cove Springs	FL	32043		1	1	1	1			1																		
L & M Bobcat Services, Inc.	450 County Rd 115 S	Bunnell	FL	32110	1				5															3						
Langston Tree Service, Inc.	4751 NW 155th St	Trenton	FL	32693	1		1																2	2			1			
Logan McKinley	P.O. Box 45	Lawley	FL	32058	1					3		3			3								1	3		2				
Mac's Tree, Inc.	4476 Country Rd 218	Middleburg	FL	32068	1		1	3		3	2	2			1				1					3	2					
Manniels' Bobcat & Landclearing Inc.	12 Selma Trail	Palm Coast	FL	32164	1		1		4		1			2							1									



CrowderGulf
RFP Pre-Event Emergency Debris Removal Services
City of Ocala, FL

2018 Region 3 Potential Subcontractors Gainesville, FL	Address	City	ST	Zip	smBus	MWBE / HUB/ VET/ SDB	Push Crew	Dump Trucks	Pickup/W/DumpTr	Knuckleboom	Wheel Loaders	HalfTonPickupTruck	Hydraulic Excavators	Trailer/Mounted Floodlight	Lowbed/Trailer/WTractor	Water Truck	Air/CurtainBumer	Backhoe/WLoader	Dozers	MotorGrader/12ftBlades	Chipper	Tub Grinders	Self Loaders	Skid Steers	CD Walking Floor 60 to 110 CY	Mulch Trailer 60 to 110 CY	Bucket Trucks	Barges	Workboats	Vac Trucks
Marion Tree Trimming	PO Box 69	Candler	FL	32111		1	1	1		4					4						2		4	2			5			
Matt Davis Dirt Contracting & Construction, Inc.	117 Damon St	Interlachen	FL	32148	1																									
MY Contractors	1333 W. Beaver St	Jacksonville	FL	32209	1	5		2	3	1		4						1						1						
North Florida Landscape Management	9216 NW 196 St	Starke	FL	32091																			1							
NuTerra Management	6621 South Point Dr N Ste 200	Jacksonville	FL	32216				10																	5					
Ocala Tractor, LLC	514 SW 2nd Ave	Ocala	FL	34471	1			2										2	2					2						
Proline Tree Experts	2984 Centerwood Dr.	Jacksonville	FL	32218			1		1															1						
Protech Renovations	5771 NE 156th Ave	Williston	FL	32696	1			1																1						
Reliability Plus LLC	325 Peniel Church Rd	Palatka	FL	32177	1		1								2									1						
Roberts Trucking, INC.	P.O. Box 4	Williston	FL	32696	1					2	1		1		2				1											
Shawn Wright Debris Removal	1914 NE 28th St	Ocala	FL	34470	1				2																					
Sims Trucking Inc.	1960 US Hwy 1 South PMB 504	St. Augustine	FL	32086	1			14					2				1	1	1					2						
Stripe Industries Inc.	5800 Beach Blvd 203-326	Jacksonville	FL	32207	1	1	1	9	4	3	2	2	3	1	2	2		1	1		3		2	2						
The Shepherd's Landscaping	10519 SE US Hwy 441	Belleview	FL	34420	1		1	1				10						1						1						
Total Farm Maintenance LLC	11501 NW 160th Ave	Momiston	FL	32668	1				10		2		2					1									1			
Total Urban Forestry, Ilc	231 NE 11th St	Ocala	FL	34470	1		1	2	1		1	5	2		1								3	1						
Tree Medic Tree Surgeons, Inc.	2779 A US 1 S.	St. Augustine	FL	32086	1		1	2	2	1	1	2	1	1	2			1	1		2		1	1				1		
US Roof Recycle	6822 West 12th St	Jacksonville Beach	FL	32250	1									1				1						1						

Tab F. Maintenance and Repair Program

Well-maintained trucks and equipment are essential for efficient operations. CrowderGulf's Crew Foremen, Subcontractor Foremen, and the Field Project Managers will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. The Mechanic's Response truck shall be maintained with the anticipated materials to keep the debris removal trucks operational each day (to include, tires, hoses, fittings etc.) Local mechanic shops will also be utilized. All vehicles will be in compliance with applicable Federal, State and local rules and regulations. All trucks shall be capable of being mechanically loaded and all loads will be covered.

Tab G. Price Proposal - Enclosed

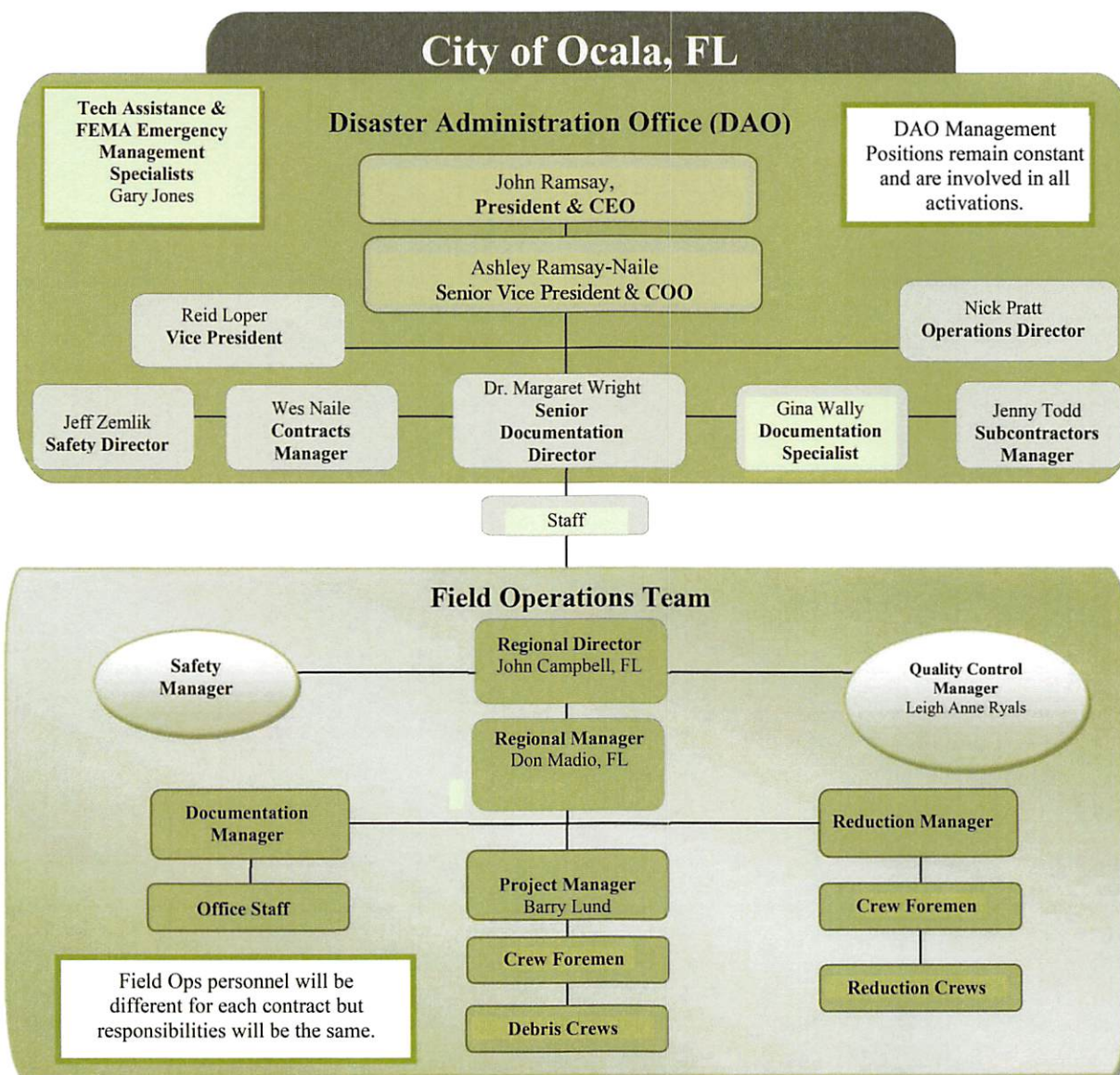
Tab H. Bid Bond – Enclosed with Surety Letter



CrowderGulf

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



CrowderGulf
2018 Company-Owned/Equipment List

Dozers				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
1992	JD	450G	DZ300	T0450GF87820
	JD	750H	DZ306	T0750CX877301
2004	CAT	D3JXL	DZ307	CAT00D3GCJMH00732
2005	JD	450-J	DZ309	T0450JX104665
2005	JD	650J	DZ311	T0650JX111587
	CAT	D6N	DZ312	CAT00D6NVALY00800
	JD	450H	DZ313	T0450HX922582
2004	JD	550H	DZ314	T0550HX937488
2005	CAT	D6R	DZ315	AAX01404
2005	CAT	D5N	DZ317	AKD1461
2006	JD	450-JLT	DX319	T0450JX122072
	JD	450J	DZ323	T0450JX103785
2008	Komatsu	D39PX-22	DZ324	3059
2006	CAT	D3GLGP	DZ325	BYR01437
2010	CAT	D5K LGPARO	DZ326	CAT00D5KJYYY00703
2008	Caterpillar	D3K LGP	DZ327	LLL00568
2011	Caterpillar	D3K LGP	DZ328	LLL00382
2011	Caterpillar	D3K LGP	DZ329	LLL00388
2011	JD	450-J LGP	DZ330	T0450JX181468
2011	JD	650-J	DZ331	T0650JX173003
Excavators				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
1990	JD	70D	EX350	CK0070DD009556
2001	JD	330LC	EX351	FF0330X0870719
2001	JD	200LC	EX352	FF0200X500888
2000	JD	160LC	EX353	POO160X041413
	Komatsu	PC60	EX357	58212
2002	Hitachi	EX120	EX358	1E8P057533
2002	Hitachi	EX120	EX359	1E8P057534
1999	Bobcat	331X	EX360	512918815
	Bobcat	331X	EX362	512918429
2003	Komatsu	PC35	EX364	4207
1999	Kobelco	SK220LC	EX367	LLU2438
2004	Kobelco	SK70SR	EX372	YT01-03382
2004	Komatsu	200	EX374	KMTPCO49K87C5037
2004	Hyundai	R55W3	EX375	10014
	JD	200C-LC	EX376	FF200CX505406
2004	CAT	330CL	EX379	DKY 02901
2001	Case	9007B	EX380	DAC0072321
2005	CAT	325CL	EX384	CAT0325CVCRB01486
	CAT	320CL	EX386	PAB04298

**CrowderGulf
2018 Company-Owned/Equipment List**

2005	CAT	M318C	EX388	CATM318CKBC201044
2005	CAT	325CL	EX389	CAT0325CEBFE01812
2004	CAT	320	EX390	PAB01355
	CAT	325CL	EX391	CRB00550
2005	Komatsu	PC35 MR-2	EX392	KMTPC096T05006313
2006	JD	120-C	EX393	FF120CX035517
2006	Kubota	U35SS	EX395	30398
2006	Kubota	U35SS	EX396	30251
	Cat	320CL	EX398	PAB4383
2007	Cat	328D LCR	EX400	GTN139
	Kubota	KX-71	EX402	
2008	Kubota	KX913R1S	EX403	31194
2006	Kobelco	SK70SR-1E	EX404	YT0408468
2007	Cat	302.5	EX405	CAT3025CJGBB01604
2008	Caterpillar	321 CL CR	EX406	MCF00918
2005	John Deere	450C - LC	EX407	FF450CX091778
2009	Caterpillar	322CL	EX408	HEK00647
	Caterpillar	330D	EX409	HAS292
2006	Volvo	EC140BLC	EX410	EC140V12265
2010	John Deere	120-C	EX411	FF120CX036343
2009	Caterpillar	314CL CR	EX412	PCA01891
2010	Caterpillar	328D CLR	EX413	CAT0328DTGTN00403
2011	JD	35D	EX414	1FF035DXJBG266218
Forklifts				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
2000	CAT	V80F	FL400	9NF00658
1997	Hyster	H50XL	FL401	A177B31212K
2000	JCB	506	FL402	578972
	Nissan	50	FL403	PF02-9H3269
	CAT	GC25	FL404	4FM04520
	CAT	480F	FL405	9NF00558
	Yale	543372	FL406	GLP11MCNSB098
	CAT	2EC20	FL407	A2F0260387
	CAT	V60B	FL408	52J00932
	CAT	CG25	FL409	4EM91233
	CAT	TH63	FL410	5WM03130
	CAT	GC25	FL414	4EM04516
	Taylor		FL415	
	Terex	TH1048C	FL416	TH1006A-8401
2005	JCB	930	FL417	SLP930025E0824674

CrowderGulf
2018 Company-Owned/Equipment List

Generators				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
	Onan Genset	50D6CA	GN450	6920476659
1999	Nissha	NES25SIA	GN451	XJ010300
1999	Nissha	NES60SIA	GN452	KF010300
2004	Dewalt	4300	GN453	GCO44627903DGC4300
2003	Coleman	9110619	GN454	DMO545005
	Miller Bobcat	250NT	GN455	LC492887
	Miller Bobcat	250NT	GN456	LE209010
	Miller Bobcat	250NT	GN457	LF205099
	Generac	97A06245-S	GN458	2038141
	Miller Bobcat	250NT	GN459	LC574759
	Honda	6500Watt	GN460	EAPC-1010707
	Magnum	MMG55FH 45kW	GN461	800390
	Magnum	MMG35FH 25kW	GN462	73344
	Magnum	MMG35FH 25kW	GN463	73345
	Magnum	MMG35FH 25kW	GN464	73318
Loader-Backhoes				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
1999	CAT	426	LB500	1ZR00479
	Kubota	L35	LB501	L3560624
2003	JD	310SG	LB502	TO310SG909356
	JS	310E	LB503	TO310EX853300
	CAT	416C	LB506	4ZN20996
2004	CAT	416D	LB508	4ZN24364
2004	JD	310E	LB509	TO310EX884694
	CAT	416C	LB510	5YN06630
2006	CAT	416C IT	LB511	1WR10173
2006	CAT	420D	LB512	FDP26873
2006	JD	310G	LB513	T0310GX937710
	CAT	416C	LB514	4ZN24603
Wheeled Loaders				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
2003	CAT	924G	LO550	09SW01095
2003	Komatsu	WA180	LO551	2MCA88062
	CAT	928G	LO554	6XR02028
1998	CAT	962G	LO555	5AS00263
2004	CAT	IT28G	LO556	DBT01424
	CAT	924G	LO557	9SW02009
2004	JD	644H	LO558	DW644HX586668
2004	JD	724H	LO559	DW24JX590345
2005	CAT	IT38	LO561	CSX00926
2005	CAT	924G	LO562	DDA2478

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2006	Cat	924G	LO563	DDA02934
	Cat	950G	LO564	2JS00604
2009	Caterpillar	930H	LO566	DHC01497
	Caterpillar	924G	LO567	9SW01859
2011	Caterpillar	930H	LO568	DHC02274
Motor Graders				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
	JD	570A	MG600	4697
	CAT	120G	MG602	87V10073
1996	Fiat Allis	MG65	MG603	68C04539
2001	CAT	12H	MG605	4XM02679
	Volvo	G960	MG606	X201099X
2004	JD	670-chII	MG607	DW670CH593172
	Cat	140H	MG609	CATT0140HT2ZK06862
2009	Cat	140M	MG610	B9D01868
Rollers				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
1997	Bomag	172	RO650	109520120396T
1997	Bomag	124D	RO651	A219C1899U
1994	Bomag	BW124D	RO652	A219C1852U
	Bomag	BW85T	RO653	1.0172E+11
	Dynapac	D25	RO655	58312473
	Sakai	SV70T	RO656	40306
	Hamm	GRW5	RO657	37427
	Bomag	BW172D2	RO658	1095201203496T
	Komatsu	JW30-1	RO659	1073
2000	Bomag	BW142PD-2	RO660	1.36505E+13
2000	Stone	PD43	RO661	3172
2006	CAT	CS433C	RO662	03TM01564
	Wacker	RT820C	RO663	5407101
	Ingersoll-Rand	SD70D	RO664	169348
	Ingersoll-Rand	DD90	RO665	159666
	Bomag	BW172D2	RO670	109520120734V
2000	Bomag	BW120AD	RO671	3.10117E+12
	Hypac	C530A	RO672	A091C4519U
	Ingersoll	SD100D	RO673	162700
2000	Stone	8054	RO674	300090
	Bomag	BW172D-2	RO675	1365202121
	Bomag	BW11RH	RO677	A222C1501T
2008	Caterpillar	CS-533	RO680	DAK00614
	Tampo	H2 Sheepfoot Tandem	RO681	7561757A
2004	Bomag	124PDH	RO682	901581281026

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Scrapers				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
	Caterpillar	613C	SC700	8LJ01956
	Caterpillar	615C Series II	SC702	9XG01984
Skid Loaders				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
1997	Bobcat	763	SL750	512222048
2001	Bobcat	763	SL751	512217575
1996	Bobcat	873	SL752	514120441
2002	CAT	236	SL753	CAT00236J4YZ04709
	Bobcat	T300	SL756	521912526
2005	Caterpillar	262B	SL758	PDT01685
2007	Caterpillar	277C	SL761	CAT0277CTJWF00578
	Daewoo	155XL	SL762	AG00211
2006	Bobcat	T190	SL763	531614194
2006	Caterpillar	246B	SL764	CAT0246BLPAT03480
2006	Bobcat	T300	SL765	530012266
2006	Caterpillar	268B	SL766	CAT0268BJLBA01424
2010	Caterpillar	299C HF	SL767	MBT01588
2010	Bobcat	T300	SL768	525415845
Small Machines (Support Equipment)				
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
	Lay-Mor	6HB	SM800	25013
	IR	P185CWJD	SM801	220545ULC328
	IR	P185CWJD	SM802	316079UIK221
2003	Rockham	775ERS	SM804	577626
	Stanley	HS11100 Tamp	SM805	1413
	Stanley	HS11100 Tamp	SM806	2033
2000	Myers Seth	PO300	SM809	MSPJJ1394
	IR Bobcat	68 Angle Broom	SM811	231311865
	IR Bobcat	72 Angle Broom	SM812	783702319
	Coneotec Univ. Planer	APX450	SM813	FX2067
	Lay-Mor	8B Broom	SM814	25664001
2004	McLaughlin	MCL30-36B	SM815	30/36B04190487
	Ditch Witch	7610DD 4X4	SM818	5N0009
	Multi-Grapple Bucket		SM819	040892M
	Multi-Grapple Bucket	CAT120G	SM820	040891M
	Multi-Grapple Bucket	IT38	SM821	040845M
	Multi-Grapple Bucket		SM822	040848M
	Quick-Attach Grapple		SM823	QA10000853

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2004	Shark	DG38357	SM832	S0804-87676
2004	Air Burner	S-327	SM833	S27FDN04159
2004	Air Burner	T400	SM834	T40FN04157
	Air Burner	T400	SM835	40FN04158
	Air Burner	S-327	SM836	27FBN04159
2004	Mikasa	MT74F	SM839	2143871
	Wacker	BPU2440A	SM840	1622405974
2004	Morbark Chipper	12	SM841	40269
2004	Stihl	MS440	SM842	161527915
2004	Stihl	MS440	SM843	7924
	Asphalt Zipper	AZ360	SM844	100755
	Lay-Mor	6HB	SM845	26594003
	Terramite	TSS38 Broom	SM846	70699
	Robotic		SM848	5603
	Morooka	MST 800	SM849	1249
	Lee-Boy Paver	8515	SM850	41914
	Ditch Witch	PT40	SM852	9X0513
1985	Miss. Wildlife Barge		SM853	MIZ26163411393
	Ditch Witch	PT40	SM854	9X0513
	Bomag	MPH100	SM855	8582
2006	Gomaco	GT3200	SM856	907100-196
	Vactron	PM500dt	SM857	201420
	Stone Mixer		SM858	
	Stone Mixer		SM859	
2005	Premier Pump	6NNT-EM16-4	SM860	137695-10.09
	Gardner-Denver	5PKDB	SM861	701157
	Broce	RJ350	SM862	403154
	Hole Hog	4000-6"	SM863	
	Air Test Trailer System	SC00200	SM864	
2006	Carolina Skiff	J14	SM866	EKHJ7933F506
2006	Carolina Skiff	J14	SM867	EKHJ1832A606
2006	Homemade	10'x24/YAMAHA 150'	SM868	ALZ22050F006
	Carolina Skiff		SM869	EKHG2630K405
2005	Palm Beach	18'/MERCURY 90	SM871	MUS12981H405
	Reinco	TM35XKUB/1R97312104 P195026	SM872	4536
	Vermeer	D24X40A	SM873	1VRS160Z3Y1001561
2000	Yamaha	waverunner	SM874	YAMA1903J900
1997	Yamaha	waverunner	SM875	YAMA2303L397
	6' Power Pack Pump	C6S166/00044	SM877	
	6' Power Pack Pump	CP10-00054	SM878	
	Thompson	4" Pump	SM879	4J-081

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	Blaw-Knox	PF3200 Paver	SM880	3200-22
	Broce	RJ350	SM881	403054
	Blaw-Knox	RW-100A	SM882	1002208
	Ingersoll-Rand	P185 WJD	SM883	286903UCI221
	Roadtec	RX45	SM884	159
	Broce	RC350	SM885	88705
	Broce	RC350	SM886	89237
	Warn	38894 Winch	SM887	F006MM0600
	John Deere	630 Disk	SM888	N00630X010257
	Lowery	All-Purpose Plow	SM890	40235
	Cameco	Ind. Boxblade 284	SM891	100002738
	Landpride	Tiller RTR2562	SM892	425772
	Brillion	Culdapacker SSPT 604	SM893	178285
	Durabilt	Landscaper 1200	SM894	2968
	Tru-Flo	Seed/Fertilizer Spreader 400	SM895	9844
	Tsurumi	HS24S-62 - 2" Pump	SM897	T6189007
	Prime	156 Disc	SM898	1234
2000	Woods	SR30 Box Blade	SM899	C137008
	Wacker	PD3A	SM900	5463836
	Wacker	PD3A	SM901	5657970
	Fuel Proof	440 Gal Fuel Tank	SM902	3189/3
	Fuel Proof	440 Gal Fuel Tank	SM903	3189/4
	Q/C	Forks	SM904	
	Bobcat	48" Padfoot Compactor Att	SM905	54800752
	Woodie's Boat		SM906	
2008	Powerscreen	Chieftan 1400	SM907	PID00066V84d303391
2000	JLG	40H 4X4 Boom Lift	SM908	300053338
	Holland	W12R 12 In. Wellpoint Pump	SM909	210
	CP	30" Bucket	SM910	5-0-4131-1
	David White	LT8-300 Level & Transit	SM911	A148656 (Lev) A503124 (Tran)
2008	Stihl	TS-420	SM912	169461153
	Caterpillar	LT18B	SM913	LDA00570
	Caterpillar	RLGRA18 Grapple Bucket	SM914	24178611
	Finn	T75T Portable Hydroseeder	SM915	SE249
	Finn	T60T Portable Hydroseeder	SM916	SOA2043
2009	Trimble	Base & Rover	SM917	0904006BR
		Base Station		4839K58668
		Rover		4906164633
		Data Collector		1440904573
		Zephyr Geodetic II Antenna		SS84C38408
	Global Power	SB2S 500 Gal Tank	SM918	1275401105
	Global Power	SB2S 500 Gal Tank	SM919	1215700605
	Global Power	SB2S 500 Gal Tank	SM920	1215800605
	Global Power	SB2S 500 Gal Tank	SM921	1216600605
	Global Power	SB2S 500 Gal Tank	SM922	1270501005

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2004	Air Burners	T200 Portable Air Burner	SM923	T20FN04163
	C&P	72" Bucket for EX407	SM924	41634
	Magnum	MLT3060MMH	SM925	56039
	Magnum	MLT3060MMH	SM926	52300
	Multiquip	MT65H	SM927	N5095
	Multiquip	MTX70	SM928	R5471
	Bobcat	Model 30 Auger & Bit	SM929	944505637
	Pemberton	7979 JD644H UFL - for LO558	SM930	UF256972960809L
	Hydrodyne Hydraulics	HHHP20/SB11	SM931	I/10258/00
	Briggs & Stratton	5.5 kW - 30209	SM932	1016048670
	Honda	WB20 - 2" Pump	SM933	1189582
	Caterpillar	BP25 Broom	SM934	AEH00662
	Diamond	CC1800	SM935	1262484
	Tufline	TME72018BF	SM936	A721
	Target	PAC IV 20H Saw	SM937	327138
		Silt Fence Plow	SM938	1061
	Rhino	TW72 - Mower Deck	SM939	31217
	Central Pneumatic	34202 - Sand Blaster	SM940	2222
	Gannon	HD428OHB Box Blade	SM941	HD428OHB - 002789
	Wacker	BPU2440A Plate Compactor	SM942	1332655
	Wacker	BS600 Jumping Jack	SM943	5083971
	Bosch	4034 Electric Hammer	SM944	1021
	Multiquip	MT65H	SM945	L5677
	Multiquip	MT65H	SM946	L5668
2009	Kuhn	EL162-300 Disk	SM947	A0414
2005	Alumacraft	12' Jon Boat	SM948	ACBA028F505
2005	Alumacraft	12' Jon Boat	SM949	ABCBA7007F505
2008	Caterpillar	CV16	SM950	DTA00454
	UMTS	SPAA-05 NEX,A	SM951	1100585
	Caterpillar	Accugrade	SM952	910002MC
	T9	Trimble	SM953	0908041AG
		SPS850		4708K04710
		SPS880		4706128087
	Zephyr	Geodetic II		30320782
		TSC2		SS32C04433
	Athens	167 (Offset Disc)	SM954	H06535
2006	Thompson	8" Wellpoint Pump	SM955	8VW072
2006	Thompson	8" Self-Priming Pump	SM956	8VW078
	McMillan	Hydraulic Auger	SM957	42826
	Kobelco	KL 18 x 48 Thumb	SM958	293620808D
	Indeco	HP03000 Breaker	SM959	1493
	Land Pride	PS 1550 Seeder	SM960	639665
	Burns	8" Wellpoint Pump	SM961	WP-46

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	Grass Works	Weed Wiper 15'	SM962	
	Scotchman	Iron Worker 65-Ton	SM963	8017FF0710
	Genie	S 125	SM964	S125061344
	Kuhn	EL53-190 Tiller	SM965	B0086
	Diamond	Walk-Behind Cutoff Saw cc1820hs20	SM966	1306096
	Landa	PGHW4-4000E	SM967	11100470-100041
2006	Yamaha	Grizzly	SM968	JY4AM03YX6C089804
2005	Amida	AL406D4MH	SM969	FIF12498
2005	Amida	AL406D4MH	SM970	FIF12864
	Wacker	WP1550A	ST100	6578142
	Miller	Millermatic 252	ST101	MA190307N
6610S	New Holland		WT951	3558847M
1997	JD	5510	WT953	LV5510S2519
	JD	7510	WT954	RW7510R053659
	JD	210	WT955	TO210LE881362
2000	New Holland	345D	WT957	A444193
	JCB	714	WT959	SLP714AT1E0830067
	JCB	714AT	WT960	SLP714AT2E0830144
	Ford		WT961	1FDPR70U4DVA01642
2000	JD	210LE	WT962	TO210LE880717
	Volvo	A25C	WT970	K5350V70233
	New Holland	TC33D	WT971	18248
2005	Polaris	Ranger	WT973	4XARD50A65D735557
2000	John Deere	5410	WT974	340700
2005	John Deere	6415	WT975	L06415B447436
2008	Caterpillar	725 TGATE	WT976	CAT00725CB1L00400
2005	Case	DX45 4X4 Utility Tractor	WT977	HBA015974
2006	JD	250D 6X6 Articulated Truck	WT978	DW250DT605984
2009	Kubota	L4400 HST	WT979	81063
2004	Case	330 Water Wagon - 5,000 Gal	WT980	HHD000323
2007	John Deere	7830	WT981	RW7830R007049
	John Deere	250D 6X6 Articulated Truck	WT982	DW250DT604754

Trucks (Vehicles)

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
1995	Ford	LTL 9000	TK01	1FDYA90X1SVA72148
2000	Ford	F350	TK21	1FDSW34F1YEB58736
1995	Kenworth	T800	TK33	2XKDD89X3SM654437
1994	Kenworth		TK40	2XKND59X2RM618478
1994	Freightliner		TK41	1FUYPYB3RH464617
1992	Intl Flatbed	4700	TK42	1HTSCNMP2NH397038
2003	GMC	Sierra	TK44	1GTGK29U332225121
2003	Ford	F450	TK45	1FDXF46F03EA66955
1996	Ford	F800	TK47	1FDXF80E3TVA28935

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2000	Sterling	LT7500	TK49	2FZNAJCB9YA90209
1997	Ford	F800	TK53	1FDPF80C6VVA05974
2003	GMC	K1500	TK55	1GTGK13U53F188013
2001	Ford	F150	TK58	1FTRF17W71NA22295
1990	Ford	F800	TK63	1FDPK84P8LVA22846
2004	Sterling	LT9500	TK68	2FZMAZCV74AM84692
2004	Ford	F150	TK70	2FTRX18W94CA46829
2004	Ford	F150	TK71	2FTRX18W14CA46839
2004	Ford	F550	TK72	1FDAF56PX4EB96702
1996	Ford	F800	TK73	1FDXF80CXTVA22760
1996	Ford	F800	TK74	1FDN80C1TVA12495
1991	International	4700	TK75	1HTSCNPXNH325849
2004	Ford	F150XL	TK78	1FTPX14564FA03445
2004	Chevy	Colorado	TK79	1GCDT136148136000
2004	Ford	F450	TK80	1FDXF46P44E075211
1999	Ford	F800	TK85	3FENF80C2XMA02148
1995	Ford	LTL 9000	TK86	1FTYA90X0SVA17615
2004	GMC	Canyon	TK87	1GTD136448202300
2004	Chevy	Colorado	TK88	1GCTDT136648209460
2006	Mack	CHN613	TK93	1M1AJ07YX6N002993
1999	Ford	Ranger	TK94	1FTCR10X0RUD05736
1998	Ford	F800	TK96	1FDXF80E4WVA27703
1998	Ford	F800	TK97	1FDXF80E4WVA27720
1995	Chevy	W4S042	TK98	J8BB4BJK2S7019210
2005	Chevy	Silverado 2500	TK100	1GCHK23U35F911774
2000	International	4900	TK102	1HTSDAAM4YH217703
2005	Ford	F750	TK104	3FRWF75S75V203187
2006	Mack	CV713	TK105	1M2AG11C56M040019
2002	Chevy	Silverado	TK106	1GCEK14T02Z167712
2004	Ford	F150	TK107	1FTPW12584FA13755
2000	Chinook	RV	TK109	1FDWE35S1YHA81171
1996	Ford	E 350	TK110	1FBJS31H2THA93201
2006	Ford	F150	TK111	1FTRX14W36NA30483
2000	International	4900	TK114	1HTSDAAM1YH237004
2006	Ford	F250	TK118	1FTSW21596B047185
2006	Ford	F-150 X-Cab	TK119	1FTVX14536NA34233
2006	International	7600	TK120	1HTWYAHTX6J358042
2006	GMC	Sierra	TK121	2GTEK13T661207811
2006	Chevrolet	Silverado	TK124	2GCEK13Z761270288
2007	International	9900i	TK126	2HSCHAPR07C409139
2006	Chevrolet	Silverado	TK127	2GCEK13Z061337054
2006	Chevrolet	Silverado	TK130	1GCHK23U16F255477
2006	Dodge	Dakota	TK131	1D7HE22NX6S619197
2006	Dodge	Ram 3500	TK132	3D7MX48C96G232979
2007	Chevrolet	Silverado 3500	TK133	1GCJK33D77F114745

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2007	Chevrolet	Silverado 3500	TK134	1GCJK33D37F118095
1997	Ford	F-800 Tack Truck	TK137	1FDXF80C4VVA32929
2006	Peterbilt	378	TK138	1NPFLU8X76N637353
2006	Chevrolet	Silverado 2500 Flatbed	TK139	1GCHC29D76E286565
2007	Chevrolet	Silverado 2500 LS 4X4	TK141	1GCHK23D47F152913
2007	Ford	F-150 SS Crew	TK142	1FTPW12V97FA22422
2007	International	9900i	TK144	2HSCHAPR37C472767
2002	International	4300 Rollback	TK145	1HTMMAAM32H411719
	Chevrolet	Silverado	TK147	1GCHK29U25E189114
	Chevrolet	Silverado	TK151	1GCEC19VX4E402831
2007	GMC	C5500	TK153	1GDE5C1287F415496
2007	Chevrolet	Tahoe LT	TK154	1GNFK130X7R415846
2008	Chevrolet	Silverado 1500 WT 4x4	TK156	2GCEK13M481135650
2008	Chevrolet	Silverado 1500 WT 4x4	TK157	2GCEK13MX81142831
2008	Ford	F-150 XLT Crew	TK158	1FTRW12W38FA07269
2008	Chevrolet	Silverado 1500 LTZ	TK159	2GCEK13MX81220895
2007	International	4300 Flatbed	TK160	1HTMMAAM17H485933
2008	Ford	F-150	TK163	1FTPW1468FB82014
2008	Chevrolet	Silverado	TK164	2GCEK13J081283350
2008	Chevrolet	Silverado	TK165	2GCEK13M081227869
2002	Ford	F-350	TK166	1FDWW36F02EC57523
2008	Western Star	4900EX	TK167	5KJJABCK38PY79560
2006	Mack	CT713	TK168	1M2AL02C66M002402
2006	Mack	CT713	TK169	1M2AL02C56M002441
2005	Chevrolet	C4500	TK170	1GBE4E1275F501967
2005	Chevrolet	C4500	TK171	1GBC4C1235F521242
2007	Ford	F-750	TK172	3FRPF75E37V518277
2009	Chevrolet	K2500 C/K	TK173	1GCHK63629F111336
2009	Chevrolet	Silverado 1500	TK174	2GCEK133891112395
2001	Ford	F-350SD	TK175	1FDWF36F61EA64033
2009	GMC	Yukon	TK176	1GKFC23C99R170888
2009	Chevrolet	2500 Silverado	TK177	1GCHK43K69F162940
2004	International	4300 Fuel Truck	TK178	1HTMMAAM94H614794
2008	Ford	F-750	TK179	3FRNF75C08V067865
2009	Ford	F-350 SD	TK180	1FTWW33R09EA99469
2009	Ford	F-350	TK181	1FTWW30599EA67539
2010	Ford	F-250 SD	TK182	1FTSW2B55AEA19238
2010	Ford	F-250 SD	TK183	1FTSW2B56AEA56167
2009	Chevrolet	Silverado	TK184	3GCEK23M99G287633
2009	Chevrolet	Silverado	TK185	3GCEK13M39G280588
2005	Dodge	Ram 3500	TK186	3D6WR48C85G848033
2006	Chevrolet	Silverado	TK187	2GCEK13Z571128362
2010	Chevrolet	Silverado	TK188	3GCRKSE37AG104725
2010	Chevrolet	Silverado	TK188	3GCRKSE37AG104725
2010	Chevrolet	Silverado 3500 HD	TK189	1GB7KZB68AF114538

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2010	Chevrolet	Silverado 2500	TK190	1GC4KVBG1AF147221
2008	Chevrolet	Express Van	TK191	1GAGG35K181191166
2010	Chevrolet	Silverado K1500 LT	TK192	3GCRKSE30AG278619
2010	Chevrolet	Silverado 3500	TK193	1GB7KZB62AF134784
2011	Peterbilt	388	TK194	1XPWB0X3BD120926
2010	Chevrolet	Silverado 3500	TK195	1GB7KZB62AF118648
2010	Chevrolet	Silverado 3500	TK196	1GB4KZB66AF114337
2010	Chevrolet	Silverado 1500	TK197	3GCRKPE32AG281437
2010	Chevrolet	Silverado 1500	TK198	3GCRKPE32AG234683
2006	Ford	F-650 Rollback	TK199	3FRWF65B56V3200231
2010	Chevrolet	Silverado 1500	TK200	3GCRCSEA5AG197238
2008	Western Star	4900FA	TK201	3KKMAECV88PY79526
2008	Chevrolet	Express Van	TK202	1GAHG39KX81228543
2011	Dodge	3500	TK203	3D73Y4CL5BG519925
2008	Chevrolet	3500	TK204	1GBJC33608F200046
2011	Western Star	4900	TK205	5KJJABDR0BPAZ2927
2010	Chevrolet	3500 Silverado	TK206	1GB4KZB60AF133930
2011	Chevrolet	2500 Silverado	TK207	1GC1KXC88BF114790
2011	Chevrolet	3500	TK208	1GB4KZCL2BF149021
2007	Ford	F-350	TK209	1FTWF31Y67EA95840
2011	Western Star	4900FA	TK210	5KJNAEDR7BPAZ7268
2011	Chevrolet	1500 Silverado	TK211	3GCPKTE23BG241022
2011	Chevrolet	1500 Silverado	TK212	1GCPKPE33BF167652
2011	Chevrolet	1500 Silverado	TK213	3GCXKSE29AG278679
2010	Chevrolet	3500	TK214	1GB7CZB62AF124186
2010	Chevrolet	3500	TK215	1GB7KZBK2AF138251
2011	Chevrolet	3500	TK216	1GB4CZCL7BF179855
2010	Chevrolet	3500	TK217	1GB4CZCG5BF161857
2011	Chevrolet	K1500 LT	TK218	3GCPKSE38BG250303
2011	Chevrolet	K1500 LT	TK219	3GCPKSE36BG246444
1989	International	8100	CG-1	1HSH8GDN3LH259087

Trailers

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Equip Number</u>	<u>SN/VIN</u>
2000	Ellis & Sons	20'	TL02	5EKCH2021YP000392
1998	Hammerblow	20'	TL03	1T9FE1622WB503E09
1997	Trailer King	40' Flat	TL04	1TKC02428VG107292
	Homemade	16'	TL06	
1999	Haulmark	Util 16'	TL07	4XSPB1625XG014715
1982	Homemade	FB8x16	TL08	AL82HM00900003745
1996	Homemade	Util 16'	TL09	AL96HM00400009210
1997	Cronkite	2600WA 16'	TL10	473251920V1101799
1999	Load King	19' Flat	TL13	5LKT29219X3022848
	Port City	Util 12'	TL14	4PCU1121131000001
2000	Trailer World	EC816	TL16	1TTEC8165Y1022794

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1998	Trailer King	Util 18'	TL17	1TKC0242XWG070523
2003	Pct	4x8	TL18	4PCU10081231000168
2004	Etnyre	Q28379	TL19	1E92837934E111030
2003	Port	Util 16'	TL21	4PCU2162831000156
2003	Port	Util 16'	TL22	4PCU2162331000159
2003	Wells Fargo	Util 08'	TL23	1WF200C1133049871
2001	Econoline	6Ton Tilt	TL24	42ETPB2X11000822
2004	Econoline	DP1230FF 42'	TL25	42EFPRM2X41000519
1991	M&M	T128B	TL26	910928041
1998	Cronkite	2900EA	TL27	473292829W1110675
1994		CW61/2X16	TL28	46CPB1628RM000171
2003	Econoline	DP1230FA	TL29	42EFPRM2031000009
2001	Econoline	DPM30FA	TL30	42EFPRM2011001237
1972	Fontaine	40'Flat	TL31	17818
1995	Fontaine Skidder	2TR8142	TL32	4LF3X4521S3504414
1996	G&G	4G7	TL33	4G7US1821TT000063
1996	Homemade	2TR160B	TL34	AL96HM00800009212
1996	Homemade	18'Util	TL35	AL96HM00600009211
1982	Impala Travel	35'	TL36	110BA02R4CA022336
2000	Lone Wolf	LW1683NSR	TL37	40825
1996	Lone Wolf	LWOF 16	TL38	96050109
1993	Modern Util		TL39	1UN10BC28P1008749
1986	Oneont	2UTA7594	TL40	CBTAPCRT2GH000291
2000	Portcity	16' Yellow	TL41	4PCU21626Y1000065
1993	Portcity	5X10 Util.	TL42	4PC11018P1000134
1999	Roadrunner	19FBE18	TL43	4RTSE1823XS005749
2003	Shelton	6X16	TL44	SH001
2000	Util.Tri	6 1/2x16 HD	TL45	1T9BA1625YB503410
1997	Currahee	2TR1610	TL46	4TEFS1626V1015391
	Util.Tri	16'	TL47	7183491
2002	Palmer Dump	2TR6354	TL52	1P924HS222A003981
2004	Anderson Dump	D6126TLP	TL53	4YNBN12254C024046
1984	Dors Floater	45'	TL54	1DTP16W25EA163887
1999	Dynaweld Lo-By	2TR1611	TL55	4U181DGX7X1X38407
1999	10-Ton Hudson	10THH	TL56	10HHTD1D3X10000247
2006	Wells Cargo Enclosed	TW121	TL57	1WC200E1963054198
2003	Lawrimore	8318HDEQ	TL58	LAW198635622AB413
2006	Trailboss	DK483	TL59	4SQDK483761002071
2005	Port City Util	12' Util	TL60	4PCU1121251000074
2001	W&W	20ft Enclosed	TL65	11WHC20251W258196
2001	Dixie	16' Flat	TL66	ADIXIE40420000020
2003	PHOE	16' Enclosed	TL67	5MPPEB162X3A000261
2006	Wells Cargo	TW121	TL68	1WC200F1863055065
2006	Trailmaster	TM-40426	TL69	5BEUB1622C140426
2006	Wells Cargo	TW121-V	TL70	1WC200F1363055376

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1999	Big Tex	22' Flat	TL72	4K8CX2021X1337197
2006	Pace American	SL716TA2	TL73	4FPUB1621205G099972
2006	Work and Play	5800	TL75	4X4TWPZ266K007437
2006	Work and Play	5850	TL76	4X4TWPZ2X6K007831
2006	UTLC	Util 12'	TL77	1WC200E2463055378
2006	Trailmaster	16'	TL78	5BEBU16246C142923
2006	Trailmaster	16'	TL79	5BEBU16246C142924
2006	Port City	6x10 FBTN	TL81	4PCU2102061000004
2006	Trailmaster	TM-43336	TL82	5BEBU16256C143336
2007	Trailmaster	10 Open Util	TL83	5BEBU10187C144546
2007	Trailmaster	10 Open Util	TL84	5BEBU10187C144547
2007	Trailmaster	16' Utility	TL88	5BEBU16287C145020
2007	Trailmaster	16' Utility	TL89	5BEBU162X7C145021
2007	Trailmaster	16' Utility	TL90	5BEBU16217C145022
2007	K&K Systems	KKAB5025	TL91	1k9BA08177T244182
2007	K&K Systems	KKAB5025	TL92	1k9BA08177T244183
2007	K&K Systems	KKAB5025	TL93	1K9BA08187T244288
2007	K&K Systems	KKAB5025	TL94	1K9BA08187T244289
	Homemade	16' Utility	TL95	AL07HM00300025992
2006	Delta	Flatbed	TL96	4MFWS24246N018274
1995	Unknown	Gooseneck	TL97	1T9GV1625SA237332
	Tenn	16' Utility	TL98	906200408
2007	Viking	35-Ton	TL99	1V9CR46237N062217
2006	Pace	CS714TA2	TL100	4FPUB14206G108660
2003	Williams/Scotsman	Single-wide Office Trailer	TL101	13873
2009	Trailmaster	20'	TL102	5BEBU20289C151840
	Trailmaster	14'	TL103	
	Utility	48' Floater	TL104	1UYFS2485WA382711
2008	Pace	14' Enclosed	TL105	4FPUB14288G127444
2008	Trailmaster	30'	TL106	5BEBF30248C151297
2009	Trailmaster	16' Utility	TL107	5BEBU16269C153023
2010	Trailmaster	20' Utility	TL108	5BEBU20239C154404
2010	Trailmaster	16' Utility	TL109	5BEBU162XAC154731
	Fuel Trailer	16' 1000 Gal.	TL110	
2007	Trail King	Low Boy	TL111	1TKJ0523X7B061937
2010	Clement	26' Dump	TL112	5C2BB26BXM007896
2006	Great Dane	48' Floater	TL113	1GRDM96216H700628
2008	Palmer	TA24H 24' T/A Frameless Dump	TL114	1P24HS218A003818
2010	Trail Master	16' Utility	TL115	5BEBU1621AC154729
2010	Trail Master	16' Utility	TL116	5BEBU1621AC156823
2011	Lawrimore	30	TL117	5WUGU3029BF018682



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Company-owned Shallow Draft Vessels

			
Bayou Bandit 27' Scout Boat	Betsie 24' Debris Boat	Trisha MNGT Vessel 18'	Bertram Debris Boat
Vessel # 010	Vessel # 015	Vessel # 018	Vessel # 002
Year Built: 2003	Year Built: 1990	Year Built: 1995	Year Built: 1990
Capacity: 12,000lbs	Capacity: 16,000 lbs	Personnel Only	Capacity: 12,000 lbs

Company Owned Debris Removal Barges (DRBs)

		
Pamela 24' Flat Boat w/ Boom	Decker 18' Deck Boat w/ Boom	BT Express 27" Deck Boat w/ Boom
Vessel # 001	Vessel # 002	Vessel # 009
Year Built: 2001	Year Built: 2003	Year Built: 2004
Capacity: 18,000 lbs	Capacity: 16,000 lbs	Capacity: 20,000 lbs

	
CG Girl 32' Deck Boat w/ Boom	Johnzey30' Picker Barge
Vessel # 020	Vessel # 022
Year Built: 2011	Year Built: 1999
Capacity: 24,000 lbs	Capacity: 18,000 lbs

Item	Description	Price per Cubic Yard	Price per Ton
Vegetative Debris Removal – Pricing includes all costs necessary to collect and transport eligible vegetative debris on the ROW or public property to a City-approved DMS or City-approved final disposal site.			
1	0 to 15 miles	\$8.65	\$86.00
2	16 to 30 miles	\$9.80	\$98.00
3	31 to 60 miles	\$11.80	\$118.00
4	Greater than 60 miles	\$12.80	\$128.00
Haul-Out of Reduced Debris to a City-Approved Final Disposal Site – Pricing includes all costs necessary to load, transport and dispose of reduced eligible disaster related debris at a City-approved final disposal site.			
5	0 to 15 miles	\$3.25	\$26.00
6	16 to 30 miles	\$4.60	\$36.00
7	31 to 60 miles	\$6.60	\$48.00
8	Greater than 60 miles	\$8.95	\$58.00
DMS Operation/Management			
9	DMS Operation and Reduction through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. Includes acquiring, preparing, leasing, renting, operating, and remediating land used as DMS.	\$4.45	\$40.00
10	DMS Management and Reduction by Air Curtain Incineration - Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. Includes acquiring, preparing, leasing, renting, operating, and remediating land used as DMS.	\$3.90	\$35.00
Item	Description	Unit Price	
Removal of Hazardous Trees and Limbs – Pricing includes all costs necessary to remove eligible hazardous trees or limbs and place them on the safest possible location on City ROW for collection.			
11	6 inch to 12.99 inch diameter (price per tree)	\$60.00	N/A
12	13 inch to 24.99 inch diameter (price per tree)	\$172.00	N/A
13	25 inch to 36.99 inch diameter (price per tree)	\$260.00	N/A

Item	Description	Unit Price	
14	37 inch to 48.99 inch diameter (price per tree)	\$345.00	N/A
15	49 inch and larger diameter (price per tree)	\$460.00	N/A
16	Hanger Removal (price per tree)	\$98.00	N/A
Item	Description	Hourly Rate	
Equipment with Operator – Pricing includes all labor, equipment and material costs.			
17	50' Bucket Truck	\$117.00	N/A
18	Crash Truck w/ Impact Attenuator	\$88.00	N/A
19	Dozer, Tracked, D3 or Equivalent	\$84.00	N/A
20	Dozer, Tracked, D4 or Equivalent	\$99.00	N/A
21	Dozer, Tracked, D5 or Equivalent	\$104.00	N/A
22	Dozer, Tracked, D6 or Equivalent	\$123.00	N/A
23	Dump Truck, 16 +/- CY	\$65.00	N/A
24	Dump Truck, 20 +/- CY	\$78.00	N/A
25	Dump Truck, 38 +/- CY	\$104.00	N/A
26	Generator, 5.5 kW, List kW Capacity	\$10.00	N/A
27	Generator, 200 kW, List kW Capacity	\$45.00	N/A
28	Generator, 2,500 kW, List kW Capacity	\$240.00	N/A
29	Light Plant with Fuel and Support	\$21.00	N/A
30	Gradere w/ 12" Blade (Min. 30,000 lb)	\$123.00	N/A
31	Hydraulic Excavator, 1.5 CY	\$97.00	N/A
32	Hydraulic Excavator, 2.5 CY	\$130.00	N/A
33	Knuckleboom Loader	\$143.00	N/A
34	Lowboy Trailer w/ Tractor	\$130.00	N/A
35	Mobil Crane up to 15 Ton	\$162.00	N/A
36	Pump, 95 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$44.00	N/A

Item	Description	Hourly Rate	
37	Pump, 200 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$70.00	N/A
38	Pump, 650 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$105.00	N/A
39	Vac Truck (Mist Capacity) List Capacity	\$180.00	N/A
40	Pickup Truck, 1 Ton	\$40.00	N/A
41	Skid-Steer Loader, 1,500 lb Operating Capacity w/ Utility Grapple	\$95.00	N/A
42	Skid-Steer Loader, 2,500 lb Operating Capacity w/ Utility Grapple	\$95.00	N/A
43	Compact Track Loader, 1,500 lb Operating Capacity w/ Utility Grapple	\$95.00	N/A
44	Compact Track Loader, 2,500 lb Operating Capacity w/ Utility Grapple	\$95.00	N/A
45	Tub Grinder, 800 to 1,000 HP	\$630.00	N/A
46	Hydraulic Excavator, 1.5 CY w/ Thumb	\$104.00	N/A
47	Hydraulic Excavator, 2.5 CY w/ Thumb	\$145.00	N/A
48	Truck, Flatbed	\$52.00	N/A
49	Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft lift	\$30.00	N/A
50	Water Truck, 2,500 Gal (Non-Potable, Dust Control and Pavement Maintenance)	\$78.00	N/A
51	Wheel Loader, 1.5 CY, 95 HP	\$130.00	N/A
52	Wheel Loader, 3 CY, 152 HP	\$160.00	N/A
53	Wheel Loader, 4.0 CY, 200 HP	\$195.00	N/A
Personnel – Pricing includes all labor, equipment and material costs.			
54	Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	\$60.00	N/A
55	Crew Foreman w/ Cell Phone & 1 Ton Equipment Truck w/ Small Tools and Misc. Supplies in Support of Crew	\$58.00	N/A
56	Tree Climber w/ Chainsaw and Gear	\$122.00	N/A
57	Laborer w/ Chainsaw and Gear	\$44.00	N/A
58	Laborer w/ Small Tools, Traffic Control or Flag Person	\$38.00	N/A
59	Bonded and Certified Security Personnel	\$67.00	N/A
60	Crew – Wheel Loader (2.5 CY), 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	\$325.00	N/A

Item	Description	Price per Cubic Yard	Price per Ton
C&D Debris Removal - Pricing includes all costs necessary to collect and transport eligible C&D debris on the ROW or public property to a City-approved final disposal site.			
61	0 to 15 miles	\$9.60	\$96.00
62	16 to 30 miles	\$10.60	\$106.00
63	31 to 60 miles	\$11.00	\$110.00
64	Greater than 60 miles	\$12.00	\$120.00
Demolition, Removal, Transport, and Disposal of Non-RACM Structures – Pricing includes all costs necessary to decommission, demolish and dispose of eligible Non-RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.			
65	0 to 15 miles	\$16.50	\$165.00
66	16 to 30 miles	\$17.50	\$175.00
67	31 to 60 miles	\$19.50	\$195.00
68	Greater than 60 miles	\$20.50	\$200.00
Demolition, Removal, Transport, and Disposal of RACM Structures – Pricing includes all costs necessary to decommission, demolish and dispose of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.			
69	0 to 15 miles	\$22.00	\$220.00
70	16 to 30 miles	\$23.00	\$230.00
71	31 to 60 miles	\$25.00	\$250.00
72	Greater than 60 miles	\$26.00	\$260.00
Item	Description	Unit Price	
Removal of Hazardous Stumps – Pricing includes all costs necessary to remove eligible hazardous stumps and transport resulting debris from the ROW to a City-approved DMS. Includes removal, backfill of stump hole, reduction, and final disposal.			
73	6 inch to 12.99 inch diameter (price per stump)	\$190.00	N/A
74	13 inch to 24.99 inch diameter (price per stump)	\$265.00	N/A
75	25 inch to 36.99 inch diameter (price per stump)	\$375.00	N/A

Item	Description	Price per Cubic Yard	
ROW White Goods Debris Removal – Pricing includes all costs necessary to remove eligible White Goods from the ROW to a City approved DMS or City-approved facility for recycling. Contractor shall be responsible for recovering/disposing of refrigerants as required by law, as well as unit decontamination in a contained area. Includes transporting eligible White Goods from the City-approved DMS to a City-approved facility for recycling.			
76	Refrigerators and freezers requiring refrigerant recovery and decontamination (price per unit)	\$80.00	N/A
77	Washers, dryers, stoves, ovens, A/C units, hot water heaters (price per unit)	\$40.00	N/A
Abandoned Vehicle Removal – Pricing includes all costs necessary to remove and transport eligible abandoned vehicles.			
78	Passenger Car (price per vehicle)	\$150.00	N/A
79	Single Axle (price per vehicle)	\$200.00	N/A
80	Double Axle (price per vehicle)	\$250.00	N/A
Abandoned Vessel Removal – Pricing includes all costs necessary to remove and transport eligible abandoned vessels.			
81	Vessels less than 20 linear feet (price per vessel)	\$950.00	N/A
82	Vessels 21 linear feet and greater (price per vessel)	\$1,450.00	N/A

DRUG FREE WORKPLACE REQUIREMENTS

Drug free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Publ 100-690, Title V, Subtitle D) Contractor entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor will ensure that conduct and communication at the DMS and with all personnel will not be discriminatory, inappropriate or offensive and the City shall have the right to request replacement personnel when violations of this policy occur.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.13.5

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act:

Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Tampa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONFLICT OF INTEREST

Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.

MANDATORY DISCLOSURES

Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their proposal, which shall be made part of the Agreement.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor's certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached and incorporated by reference into and made part of the Agreement.