



## AGREEMENT FOR EMERGENCY DEBRIS REMOVAL SERVICES - PRIMARY

THIS AGREEMENT FOR EMERGENCY DEBRIS REMOVAL SERVICES – PRIMARY (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **CROWDER-GULF JOINT VENTURE, INC.**, a foreign profit corporation duly organized in the state of Alabama and authorized to do business in the state of Florida (EIN: 01-0626019) (“Contractor”).

**WHEREAS**, on March 13, 2023, City issued a Request for Proposal (“RFP”) for the provision of providing emergency debris removal services, RFP No.: PWD/230225 (the “Solicitation”); and

**WHEREAS**, nine (9) firms responded to the Solicitation and, Crowder-Gulf Joint Venture, Inc. was the highest ranked firm scored by a City evaluation committee; and

**WHEREAS**, Crowder-Gulf Joint Venture, Inc. was selected as the primary provider of emergency debris removal services (the “Services”); and

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

**Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-31)
- Exhibit B: Loaded Hourly Rates (B-1 through B-5)
- Exhibit C: Federal Requirements (C-1 through C-7)
- Exhibit D: Contractor Proposal (D-1 through D-34)

If there is a conflict between the individual Exhibits regarding the scope of work to

be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth the attached **Exhibit A – Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **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 B – Loaded Hourly Rates**. All loaded hourly rates in Exhibit B include all taxes, per diem, handling charges, equipment, travel, overhead, profits, etc. No additional charges shall be billed to the City.
  - A. **Invoice Submission.** Contractor shall submit monthly invoices to City no later than thirty (30) days following final acceptance of the individual task as requested by the City. Invoices



submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Description of Services. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department**, 1805 NE 30<sup>th</sup> Avenue, Bldg. 300, Ocala, Florida 34470 Attn: **Darren Park**, E-Mail: [dpark@ocalafl.org](mailto:dpark@ocalafl.org); Office: 352-351-6720, Cellphone: 352-414-8622.

**B. Invoicing Responsibilities.**

- a. Contractor must ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to, FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.
- b. For Non-Federal Aid eligible roadways, FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways First Push, First Pass, and second and subsequent passes: Monitor's invoices must delineate between hours spent on FHWA vs. FEMA-reimbursed tasks.
- c. Maintain a database of all contract quantities and perform contractor invoice verification for the City.
- d. All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices must be submitted in accordance with the Contractor Invoice Transmittal System (CITS) procedures and other federal, state, and local rules, regulations, and laws.

**C. Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

**D. Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

**E. Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

**F. Amounts due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.



- G. **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 shall 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.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JUNE 21, 2023** and continue for a term of **THREE (3) YEARS**, through and including **JUNE 20, 2026**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor.
6. **PERFORMANCE AND PAYMENT BOND:** Contractor must submit a Performance and Payment bond in the amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000)** upon contract execution.
7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure.
- C. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
8. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
- B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means,



methods, techniques, sequences, or safety precautions or programs incident to Contractor's provision of Services under this Agreement.

9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor's performance or workmanship falls below acceptable City or trade standards;
- (2) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (3) Contractor provides material that does not meet the specifications of the Agreement;
- (4) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (5) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default.** In the event Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and



- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
  - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
  - C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - D. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - E. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction



of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
  - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
  - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
  - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.



17. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
19. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
  - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.



- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org). Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- 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. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- F. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.org](mailto:vendors@ocalafl.org).
- G. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- H. Severability of Interests. Contractor shall arrange for its liability insurance to include, 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.
21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;



- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall 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.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.



27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, 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 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 Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

29. **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.
30. **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.



31. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business 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. **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.
34. **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.
35. **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.
36. **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.



37. **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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Crower-Gulf Joint Venture, Inc.  
 Attention: Ashley Ramsay  
 5629 Commerce Blvd. E  
 Mobile, Alabama 36619  
 Phone: 251-459-7430  
 Cell: 646-872-1548  
 E-mail: [jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer  
 City of Ocala  
 110 SE Watula Avenue, 3rd Floor  
 Ocala, Florida 34471  
 Phone: 352-629-8343  
 E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to: William E. Sexton, Esq., City Attorney  
 City of Ocala  
 110 SE Watula Avenue, 3rd Floor  
 Ocala, Florida 34471  
 Phone: 352-401-3972  
 E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

38. **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.

39. **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.

40. **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.
41. **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.
42. **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.
43. **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.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **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.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **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.
49. **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.

50. **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 7/14/2023.

**ATTEST:**

DocuSigned by:  
*Angel B. Jacobs*  
8DB3574C28E54A5...  
Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

DocuSigned by:  
*James P. Hilty, Sr.*  
6FD4FC329B6F4DF...  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

DocuSigned by:  
*William E. Sexton*  
B07DCFC4E86E429...  
William E. Sexton, Esq.  
City Attorney

**CROWDER-GULF JOINT VENTURE, INC.**

DocuSigned by:  
*Ashley Ramsay-Naile*  
DEA66585ABF3498...

By: Ashley Ramsay-Naile  
(Printed Name)

Title: President  
(Title of Authorized Signatory)

**BACKGROUND**

Contractor must provide services that 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.

**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 Structure**

- 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 ½) 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 .
- a. 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 B – 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)**

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 B**.

### 13. E-Waste Removal

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

### 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. 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. Retain legal counsel as required and authorized by HR/Risk Management Director and provide investigative and other support to that legal counsel.
  - d. Procure investigative services and other "expert" services as authorized by Risk Management.
  - e. While the City believes the reserves to be accurate, the successful Proposer will be required to review each open claim and establish its independent evaluation of the projected cost.
1. Claims Services: The selected TPA shall:
    - a. Establish a claims file on all incidents reported by the City.
    - b. Establish and maintain appropriate reserves on all active claims.
    - 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/weigh 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 ensure 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. Respond to all questions raised by the City or its representative(s) in a timely fashion.

**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 workplace 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 Material 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 Hour**

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. Dr. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Juneteenth
- e. Independence Day
- f. Labor day
- g. Veterans Day
- h. Thanksgiving Day
- i. Christmas Eve
- j. 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, mailboxes, 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. 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.
- b. 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 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. City or its authorized representative for recording volumes of debris 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.

**Exhibit B - LOADED HOURLY RATES****CONTRACT# PWD/230225****Contractor Name****Contractor Location****Crowdergulf Joint Venture, Inc****Mobile, AL**

<b>Item</b>	<b>Description</b>	<b>Est Qty*</b>	<b>Price per Cubic Yard</b>
<b>Vegetative Debris Removal – Pricing must include 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.</b>			
1	0 to 15 miles	31,968	\$ 8.15
2	16 to 30 miles	1	\$ 9.80
3	31 to 60 miles	1	\$ 12.50
4	Greater than 60 miles	1	\$ 13.90
<b>Haul-Out of Reduced Debris to a City-Approved Final Disposal Site – Pricing must include all costs necessary to load, transport and dispose of reduced eligible disaster related debris at a City-approved final disposal site.</b>			
5	0 to 15 miles	25,127	\$ 3.90
6	16 to 30 miles	1	\$ 5.15
7	31 to 60 miles	1	\$ 7.15
8	Greater than 60 miles	1	\$ 9.15
<b>DMS Operation/Management</b>			
9	<b>DMS Operation and Reduction through Grinding</b> – 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.	41,266	\$ 3.70
10	<b>DMS Management and Reduction by Air Curtain Incineration</b> - 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.	1	\$ 3.15
<b>Item</b>	<b>Description</b>	<b>Est Qty*</b>	<b>Unit Price</b>
<b>Removal of Hazardous Trees and Limbs – Pricing must include all costs necessary to remove eligible hazardous trees or limbs and place them on the safest possible location on City ROW for collection.</b>			
11	Less than 6 inch diameter ( <b>price per tree</b> )	42	\$ 25.00
12	6 inch to 12.99 inch diameter ( <b>price per tree</b> )	42	\$ 60.00
13	13 inch to 24.99 inch diameter ( <b>price per tree</b> )	15	\$ 125.00

14	25 inch to 36.99 inch diameter (price per tree)	1	\$ 225.00
Item	Description	Est Qty*	Unit Price
15	37 inch to 48.99 inch diameter (price per tree)	1	\$ 315.00
16	49 inch and larger diameter (price per tree)	1	\$ 400.00
17	Hanger Removal (price per tree)	372	\$ 70.00
Item	Description	Est Qty*	Hourly Rate
<b>Equipment with Operator – Pricing must include all labor, equipment and material costs.</b>			
18	50' Bucket Truck	1	\$ 100.00
19	Crash Truck w/ Impact Attenuator	1	\$ 85.00
20	Dozer, Tracked, D3 or Equivalent	1	\$ 85.00
21	Dozer, Tracked, D4 or Equivalent	1	\$ 99.00
22	Dozer, Tracked, D5 or Equivalent	1	\$ 105.00
23	Dozer, Tracked, D6 or Equivalent	1	\$ 120.00
24	Dump Truck, 16 +/- CY	1	\$ 85.00
25	Dump Truck, 20 +/- CY	1	\$ 100.00
26	Dump Truck, 38 +/- CY	1	\$ 135.00
27	Generator, 5.5 kW, List kW Capacity	1	\$ 25.00
28	Generator, 200 kW, List kW Capacity	1	\$ 350.00
29	Generator, 2,500 kW, List kW Capacity	1	\$ 2,500.00
30	Light Plant with Fuel and Support	1	\$ 30.00
31	Grader w/ 12" Blade (Min. 30,000 lb)	1	\$ 120.00
32	Hydraulic Excavator, 1.5 CY	1	\$ 150.00
33	Hydraulic Excavator, 2.5 CY	1	\$ 165.00
34	Knuckleboom Loader	1	\$ 125.00
35	Lowboy Trailer w/ Tractor	1	\$ 140.00
Item	Description	Est Qty*	Hourly Rate
36	Mobile Crane up to 15 Ton	1	\$ 150.00
37	Pump, 95 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$ 250.00

38	Pump, 200 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$	325.00
39	Pump, 650 HP (Min. 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$	400.00
40	Vac Truck (Mist Capacity) List Capacity	1	\$	315.00
41	Pickup Truck, 1 Ton	1	\$	40.00
42	Skid-Steer Loader, 1,500 lb Operating Capacity w/ Utility Grapple	1	\$	125.00
43	Skid-Steer Loader, 2,500 lb Operating Capacity w/ Utility Grapple	1	\$	125.00
44	Compact Track Loader, 1,500 lb Operating Capacity w/ Utility Grapple	1	\$	125.00
45	Compact Track Loader, 2,500 lb Operating Capacity w/ Utility Grapple	1	\$	125.00
46	Tub Grinder, 800 to 1,000 HP	1	\$	575.00
47	Hydraulic Excavator, 1.5 CY w/ Thumb	1	\$	150.00
48	Hydraulic Excavator, 2.5 CY w/ Thumb	1	\$	165.00
49	Truck, Flatbed	1	\$	50.00
50	Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft lift	1	\$	50.00
51	Water Truck, 2,500 Gal (Non-Potable, Dust Control and Pavement Maintenance)	1	\$	75.00
52	Wheel Loader, 1.5 CY, 95 HP	1	\$	150.00
53	Wheel Loader, 3 CY, 152 HP	1	\$	165.00
54	Wheel Loader, 4.0 CY, 200 HP	1	\$	180.00
55	Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	1	\$	70.00
56	Crew Foreman w/ Cell Phone & 1 Ton Equipment Truck w/ Small Tools and Misc. Supplies in Support of Crew	1	\$	65.00
57	Tree Climber w/ Chainsaw and Gear	1	\$	125.00
58	Laborer w/ Chainsaw and Gear	1	\$	45.00
59	Laborer w/ Small Tools, Traffic Control or Flag Person	1	\$	38.00
60	Bonded and Certified Security Personnel	1	\$	50.00
<b>Item</b>	<b>Description</b>	<b>Est Qty*</b>	<b>Hourly Rate</b>	

61	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.	1	\$ 325.00
<b>C&amp;D Debris Removal - Pricing must include all costs necessary to collect and transport eligible C&amp;D debris on the ROW or public property to a City-approved final disposal site.</b>			
62	0 to 15 miles	1	\$ 9.25
63	16 to 30 miles	1	\$ 10.50
64	31 to 60 miles	1	\$ 11.50
65	Greater than 60 miles	1	\$ 12.50
<b>Demolition, Removal, Transport, and Disposal of Non-RACM Structures – Pricing must include 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.</b>			
66	0 to 15 miles	1	\$ 16.00
67	16 to 30 miles	1	\$ 17.50
68	31 to 60 miles	1	\$ 19.00
69	Greater than 60 miles	1	\$ 20.50
<b>Demolition, Removal, Transport, and Disposal of RACM Structures – Pricing must include 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.</b>			
70	0 to 15 miles	1	\$ 28.00
71	16 to 30 miles	1	\$ 36.00
72	31 to 60 miles	1	\$ 42.00
73	Greater than 60 miles	1	\$ 48.00
<b>Removal of Hazardous Stumps – Pricing must include 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.</b>			
74	Less than 6 inch diameter <b>(price per stump)</b>	1	\$ 50.00

75	6 inch to 12.99 inch diameter <b>(price per stump)</b>	1	\$	100.00
76	13 inch to 24.99 inch diameter <b>(price per stump)</b>	1	\$	250.00
77	25 inch to 36.99 inch diameter <b>(price per stump)</b>	1	\$	350.00
<b>ROW White Goods Debris Removal – Pricing must include 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.</b>				
<b>Item</b>	<b>Description</b>	<b>Est Qty*</b>	<b>Price per Cubic Yard</b>	
78	Refrigerators and freezers requiring refrigerant recovery and decontamination <b>(price per unit)</b>	1	\$	80.00
79	Washers, dryers, stoves, ovens, A/C units, hot water heaters <b>(price per unit)</b>	1	\$	40.00
<b>Abandoned Vehicle Removal – Pricing must include all costs necessary to remove and transport eligible abandoned vehicles.</b>				
80	Passenger Car <b>(price per vehicle)</b>	1	\$	100.00
81	Single Axle <b>(price per vehicle)</b>	1	\$	100.00
82	Double Axle <b>(price per vehicle)</b>	1	\$	200.00
<b>Abandoned Vessel Removal – Pricing must include all costs necessary to remove and transport eligible abandoned vessels.</b>				
83	Vessels less than 20 linear feet <b>(price per vessel)</b>	1	\$	900.00
84	Vessels 21 linear feet and greater <b>(price per vessel)</b>	1	\$	1,400.00
<b>*CrowderGulf Joint Venture, Inc (Primary) **D&amp;J Enterprises, Inc (Secondary)</b>				

**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.

**Exhibit C- Federal Contract Provisions      CONTRACT# PWD/230225**

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.

**Exhibit C - Federal Contract Provisions****CONTRACT# PWD/230225**

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

**Exhibit C - Federal Contract Provisions      CONTRACT# PWD/230225**

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 Ocala 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.

**Exhibit C - Federal Contract Provisions      CONTRACT# PWD/230225**

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.

**Exhibit C - Federal Contract Provisions      CONTRACT# PWD/230225**

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 (OHS) seal(s), logos, crests, or reproductions of flags or likenesses of OHS 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 will 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.

**Exhibit C - Federal Contract Provisions      CONTRACT# PWD/230225**

**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.

Electronic: [www.bidocala.com](http://www.bidocala.com)

City of Ocala, FL

RFP ## PWSD230225

Pre-Event Emergency Debris

Removal Services

Tuesday, April 11, 2023 @ 2:00 PM



Ashley Ramsay-Naile,  
President

5629 Commerce Blvd. E

Mobile, AL 36619

800-992-6207 Phone

251-459-7433 Fax

[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

[www.crowdergulf.com](http://www.crowdergulf.com)

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

# CrowderGulf

## Disaster Recovery and Debris Management

5629 Commerce Blvd. East  
Mobile, Alabama 36619

Office: (800) 992-6207  
Fax: (251) 459-7433

April 7, 2023

City of Ocala Procurement Department  
Attn: Louis Joseph, Buyer  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471

Re: RFP NO. PWD/230225

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to express our desire to enter into agreement with the City and continue the valued relationship that we have developed through the years as your prime debris removal contractor. We believe we are the best company to provide the City of Ocala the requested services based on our many years of experience and capabilities as synopsisized below and demonstrated in the attached proposal.

As you know, CrowderGulf is a national full-service debris management firm with over fifty-two (52) years' experience in helping communities like the City of Ocala recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, including Florida, we have developed one of the most capable recovery management teams in the Country. **After the 2020 Hurricane Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states, including Florida.** And, following Hurricane Irma, CrowderGulf removed over **129, 600 cubic yards of debris for the City of Ocala** and managed **two debris management sites**. Our overall disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred and eighty-five (385) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

As you know, our experienced management team and subcontractors are committed to completing any debris removal project in a minimum amount of time, and in a safe, orderly, and practical manner. As pledged, we remain dedicated to maintaining respect and empathy for your citizens, while promoting environmentally safe practices in our debris removal efforts.

Don Madio, Regional Director for Florida, is a Central Florida resident and will respond to the City within a few hours' notice. He is a highly seasoned employee with 20+ years of experience working disaster declarations in the State of Florida. Don has an intimate knowledge of procedures and protocols for any future debris removal missions in the City of Ocala. In addition, Joe Hayes, Florida Regional Manager and local Florida Representative has been assigned to meet the needs and requests of the City thorough out the year. Both he and Don can provide valuable knowledge and experience with an inherent commitment and dedication to the City. Don Madio can be reached at 813-285-8749 or [dmadio@crowdergulf.com](mailto:dmadio@crowdergulf.com) and Joe Hayes can be reached at [jhayes@crowdergulf.com](mailto:jhayes@crowdergulf.com). Or, you may contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

Pre-planning and working as a team are paramount in any operation. If awarded the contract again, CrowderGulf will remain dedicated to collaborating and discussing the overall project goals as a team with the City, as well as reviewing any changes to the contract requirements or City objectives. We appreciate this opportunity and look forward to exceeding your expectations in all areas of disaster debris removal and disposal services.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of RFP NO. PWD/230225. In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,



Ashley Ramsay-Naile  
President  
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com) / [knoll@crowdergulf.com](mailto:knoll@crowdergulf.com)



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**City of Ocala, FL**

*RFP # PWSD230225 Pre-Event Emergency Debris Removal Services*



## 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  
5629 Commerce Blvd. East  
Mobile, Alabama 36619  
Phone: 800-992-6207  
Fax: 251-459-7433  
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

### Principals

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>Ashley Ramsay-Naile<br/><b>President, Binding Authority</b><br/>Authorized to contract for CrowderGulf<br/>(800) 992-6207 Office<br/><a href="mailto:jramsay@crowdergulf.com">jramsay@crowdergulf.com</a></li> </ul> | <ul style="list-style-type: none"> <li>Reid Loper<br/><b>Vice President, Binding Authority</b><br/>Authorized to contract for CrowderGulf<br/>(678) 477-3755 cell<br/><a href="mailto:rlpoer@crowdergulf.com">rlpoer@crowdergulf.com</a></li> </ul> |
|---|---|

### State of Florida License (s):

- FL License: CGC1532476
- CrowderGulf FEIN: 01-0626019

### History - CrowderGulf At-A-Glance

- Full time (365 days/yr.) Debris Management Company with over 50 years of successful experience** in debris management, removal and disposal services.
- In the last seven years, CrowderGulf has successfully removed over **62,000,000 cubic yards** of debris, thus becoming one of the most experienced companies in the industry.
- Bases of Operation: Primary Mobile, Alabama**  
Satellite Offices: Palm Harbor, Deerfield Beach and Winter Garden, FL, D'Iberville, Mississippi, New Orleans, Louisiana Hilton Head Island and Laurens, South Carolina, Austin and Denton, Texas and Richmond, Virginia
- 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 **500** disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over **400 million cubic yards of debris**.
- Industry leader in **waterway debris removal**, including work from New Jersey to Texas.
- 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 Fifty Years of Debris Management Experience

CrowderGulf is a national full-service debris management firm, with over **fifty years** of experience throughout the United States, helping communities, like the City of Ocala recover from disasters as rapidly and efficiently as possible. The roots of the company began in 1969, from the work of John and Woodie Ramsay, brothers and recent graduates of Auburn University. They grew up truck farming in south Mobile County, AL, less than 10 miles from the Mississippi State line. When Hurricane Camille devastated the Mississippi Gulf Coast in 1969, the Ramsay brothers joined forces with local contractors, to clean up Biloxi, MS, and much of the Gulf Coast.



**CrowderGulf**  
**RFP # PWS/230225 Pre Event Emergency Debris Removal Services**  
**City of Ocala, FL**

In 1984, as the brothers' work branched out into other areas, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, they developed three divisions in Gulf Equipment: tower erection, construction, and disaster debris management.

In 2002, CrowderGulf was formally created by John Ramsay, as an independent disaster debris management company. John's honesty, reliability and respect for all clients, along with his extensive knowledge and experience in disaster debris cleanup, were key to the strong qualified team that he built over the years. Today, **Ashley Ramsay-Naile**, John's oldest daughter, is president of CrowderGulf. Ashley continues to build a strong, qualified team, using her years of experience and excellent management skills to grow and improve the Company.

During the last five decades, the Company has managed over **500 disaster recovery projects in 16 states and has successfully removed, reduced and disposed of over 400 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all local, state and federal agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection, the Florida Department of Health and the Florida Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing the City of Ocala with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

## Tab B. Qualifications and Experience

### Experience with State and Local Emergency Management Agencies / State of Florida, Federal Emergency Management Agency (FEMA) / Public Assistance Program Experience

Over the course of CrowderGulf's history in the debris industry, the majority of our work (95%) has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Grant Reimbursement Program. CrowderGulf officials are proud of the solid working relationships we have established and maintained over the years with numerous State Emergency Response Agencies as well as other key agencies involved in disaster response and recovery, including FEMA, the U.S. Army Corps of Engineers (USACE), the United States Coast Guard and U.S. Fish and Wildlife. The knowledge and experience of our management team regarding federal, state and local regulatory guidelines, are derived from the many years of successful disaster recovery experience, previous held positions in local, state and federal governments, and the Company's commitment to project evaluation and adjustments made after every activation, as well as continuous training and attending seminars and conferences yearly. Gulf Coast Team Members include: **John Campbell**, previous Operations Chief for Lee County, Florida, **Barrett Holmes**, CrowderGulf's Eastern Regional Manager. Mr. Holmes was the Senior Manager / Defense Coordinating Officer for the **Federal Emergency Management Agency (FEMA), Region IV**, Atlanta, GA. **Leigh Anne Ryals**, CrowderGulf Quality Control Specialist has 21 years in Emergency Management with 18 Federally Declared Disasters. Her experience in working with FEMA Region IV and her specific knowledge of the FEMA public assistance program has been of valuable use to our Clients. Her experience includes FEMA policy and application, project worksheet formulation, Pilot Program implementation and documentation requirements. Ms. Ryals has had first-hand experience in the FEMA/Office of Inspector General Audit Process. **Mr. Raymond Buddy Young**, CrowderGulf Regional Director has been in the debris removal business for over 35 years. He served as **Regional Director of Federal Emergency Management Agency (FEMA) Regional VI from 1993-2001**. He brings a wealth of knowledge in helping Clients deal with disasters and the Reimbursement Process. He has been involved in all of CrowderGulf's activations within the past 25 years and was invaluable working in Calcasieu Parish after Hurricane Katrina caused devastating damage to the area. **Mr. Gary Jones**, CrowderGulf Technical Assistance Manager has been involved in debris removal operations for over 30 years. He served as **Deputy Regional Director of FEMA Region VI for 17 years**.



CrowderGulf

RFP # PWS/230225 Pre Event Emergency Debris Removal Services  
City of Ocala, FL

Mr. Bill Doran, Federal Coordinating Officer, FEMA Region VI from June 2010-2018 where he coordinated federal efforts in support of declared disasters in nine different states, and served as the principal staff advisor to the FEMA Administrator in leading and coordination Federal disaster assistance to state and local governments. And, Dr. Margaret Wright, Director of Documentation, has worked with CrowderGulf since 2003 to ensure that all clients are provided complete and accurate documentation for FEMA reimbursement. **Dr Wright helped train our documentation team**, as well as providing direct assistance to Clients when they were being audited by FEMA. Our Team's previous work experience and expertise throughout the Gulf Coast is invaluable to our Clients and the overall success of our Company.

### State of Florida Activations for the Past 15 Years

EVENT	County / Municipality			
2022 Hurricane Nicole	Brevard Co.	Flagler Beach	Vero Beach	
2022 Hurricane Ian	Apopka Co. Casselberry Cocoa FL DEM Ft. Myers Lee Co. School District Okeechobee Co. Pembroke Pines Punta Gorda Sarasota Co. South Daytona Volusia Co.	Bonita Springs Charlotte Co. Schools Edgewater Flagler Beach Kissimmee Oak Hill Okeechobee Ponce Inlet Sanford Sarasota Co. School Board St. Petersburg Winter Garden	Brevard Co. Cocoa Beach Esterro Ft. Myers Beach Lee Co. Ocoee Ormond Beach Port Orange Sanibel Satellite Beach Venice	
2020 Hurricane Sally	Okaloosa Co.			
2018 Hurricane Michael	City of Apalachicola Bay County City of Carrabelle	Washington County Jackson County Panama City Beach	Mexico City Beach City of Lynn Haven Franklin County	City of Parker City of Panama City
2017 Hurricane Irma	Brevard Co Clay Co DeSoto Co Flagler Co Glades Co Hardee Co Lake Co Lee Co Nassau Co Okeechobee Co Orange Co Polk Co Putnam Co Sarasota Co Sumter Co	City of Apopka City of Arcadia City of Aventura City of Bonita Springs City of Casselberry City of Cocoa Beach City of Coleman City of Deltona City of Edgewater City of Edgewood City of Flagler Beach City of Fort Myers Town of Ft Myers Beach Town of Juniper	City of Kissimmee City of Lake Mary City of Lakeland Town of Lauderdale by the Sea City of North Port City of Ocala City of Miami Springs City of Miami City of Mount Dora City of Orlando City of Ormond Beach City of Palm Coast City of Palm Springs	City of Palmetto City of Plantation City of Punta Gorda City of Sanford City of Sanibel Island City of St. Petersburg City of Stuart City of Sunny Isles Beach City of Sunrise City of Tarpon Springs City of Venice City of Vero Beach City of Wilton Manor
2016 Hurricane Matthew	Flagler Co Clay Co Brevard Co	City of Edgewater City of Ormond Beach City of Palm Coast City of Stuart	City of Bunnell City of Cocoa Beach City of Deltona	
2016 Hurricane Hermine	Leon Co	City of Tallahassee		
2014 Severe Flooding	Escambia Co Walton Co			
2012 Hurricane Sandy		City of Fort Lauderdale		
2012 Hurricane Isaac	Walton Co	City of Key West	Town of Ft. Myers Beach	
2012 Tornado	Polk Co			
2012 T.S. Debby & Beryl	Nassau Co	Town of Ft. Myers Beach		
2008 T.S. Fay	Leon Co			
2005 Hurricane Wilma	Collier Co Lee Co	City of Aventura City of Ft. Lauderdale City of Ft. Myers City of Pompano Beach	City of Sanibel Island Village of Wellington Village of Lazy Lake City of North Miami	City of West Palm Beach City of Naples Town of Ft. Myers City of Pembroke Pines City of Wilton Manors



## 1. Firm Profile and Team Composition

The Organizational Chart 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. See Enclosed Organizational Chart.

### Organizational Support

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Ocala. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

### CrowderGulf On-Site Team Members Bios

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Ocala. CrowderGulf's extensive experience and personnel resources enable us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

#### ■ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

#### **Ashley Ramsay-Naile – President- Florida Experience**

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As President for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. Having served in both field and documentation management positions, Mrs. Ramsay-Naile is very knowledgeable in all aspects of the debris recovery business and a national leader in the field. **Due to Ashley's integrity and excellent leadership skills, CrowderGulf has continued to cultivate one of the most dedicated and capable teams in the disaster debris recovery business.** Mrs. Ramsay-Naile is involved with all aspects of decision making for CrowderGulf and is an authorized contract signer for the Company.

#### **Reid Loper – Vice President- Florida Experience**

As a leading expert in the disaster recovery field, Reid Loper has played a key role in successfully managing recovery for some of the nation's most known disasters including the BP Oil Spill, Hurricane Sandy in New Jersey, the unprecedented 2017 storm season in the south and Hurricane Michael in the Florida panhandle. He started his career with CrowderGulf in 2010 as a Senior Project Manager after gaining valuable experience in management, estimating, scheduling and budgeting as a project manager for a leading commercial construction company in Atlanta.

Managing simultaneous projects is one of Reid's strengths and he honed those skills even more during the BP Oil Spill. He successfully managed more than 1,200 people, 600 pieces of equipment and eight forward operating bases throughout Alabama. In 2012, Reid was selected to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. Since that time, he has managed more than 50 million cubic yards of debris removal for all CrowderGulf projects.

After being promoted earlier to a Vice President, Reid played a key role during the unprecedented 2017 storm season managing 93 simultaneous contract activations and more than 150 project managers. When the Florida panhandle was devastated by the first category 5 hurricane to make landfall since Hurricane Andrew in 1992, Reid oversaw the 2018 Hurricane Michael's debris missions. This resulted in removing more than 14,000,000 cubic yards of debris. The 2020 storm season, also one of the most active in history, gave him the opportunity to manage more than 22,000,000 cubic yards of debris removal throughout Louisiana, Mississippi and Alabama.



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In addition to playing a leading role in disaster recovery for CrowderGulf, Reid also manages their waterway debris removal division, including projects from New Jersey, Florida, Alabama, and Texas, making him nationally renowned as one of the leading experts for water borne debris removal. When he is not working on disaster responses, Reid bids and oversees various types of construction projects under the special project division.

Academically, Reid graduated from Auburn University with a bachelor's degree in Aerospace Engineering and is a LEED Accredited Professional with certifications in NPDES and FEMA courses. He has a current OSHA 30 and HazWoper 40 certification is NIMS certified and holds general contractor licenses in the following states: Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Louisiana.

Reid is also a recognized leader in the community and was inducted into the Mobile Bay 40 under 40 class of 2021. He also serves as a board member for the Alabama Coastal Foundation, with a mission to improve and protect Alabama's coastal environment through cooperation, education and participation.

**Nick Pratt – Director of Operations Florida Experience**

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katrina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas.

Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. Nick has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.

In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

**Don Madio – Regional Manager Florida Experience**

Don Madio is a life-long resident of Florida and serves as CrowderGulf's Florida Regional Manager. Mr. Madio began his career in the disaster recovery industry in 1999. Since that time, he has served on more than 150 mid-to-large scale disaster recovery, waterway, and debris management projects, and found he enjoys the many challenges of working under pressure and problem solving the industry brings. Upon taking a position with CrowderGulf following Hurricane Mathew, Don oversaw seven debris removal and waterway projects that were successfully completed within the client's time frame and contract specifications. Shortly thereafter, in 2017, Don became Florida's Regional Manager following the devastation of Hurricane Irma, one of the most powerful and damaging Atlantic hurricanes ever recorded. His extensive management experience, multi-tasking and organizational skills served him well, as he was tasked to oversee operations throughout the state. He and his team of project managers and field supervisors successfully managed 64 debris management and waterway projects, helping to remove and dispose of over 11.8 Million Cubic yards of Hurricane Irma generated debris. In 2018, Don and his team managed six simultaneous projects on the West Coast of Florida after a historical Red Tide event generated millions of tons of putrefied marine life along Florida's shoreline. Shortly thereafter, Don supervised all of Hurricane Michael's debris management projects in the Florida Panhandle, where over 15 Million Cubic Yards have been removed and disposed. Recently, Don managed activations in Okaloosa County, FL and Harrison County, MS, following Hurricane's Sally and Zeta during the active 2020 hurricane season.

When he isn't in the midst of storm season, Don enjoys traveling the state and building relationships with clients, as well as providing contract maintenance, training, and technical assistance. A seasoned believer in pre-planning and operational improvement, Don also administers annual training to project managers, field supervisors, and regional subcontractors. Mr. Madio is a University of Florida graduate, holds multiple FEMA and USACE certifications and is NIMS trained.



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**Joe Hayes - Project Manager Florida Experience**

Joe Hayes grew up around the storm relief and disaster debris management industry. Combined with a strong background in general contracting, agriculture, and various other aspects of debris management, he is accustomed to providing the leadership and oversight to complete projects expediently, efficiently, and to the clients' utmost satisfaction. In 2016, Joe joined CrowderGulf team as a field supervisor in the wake of Hurricane Matthew. In 2017, following Hurricane Irma, Joe was tasked as a Project Manager; managing a number of projects throughout the South Florida area after Irma caused widespread damage throughout the state. Through these projects and the combined effort of the CrowderGulf team, **10 MILLION CUBIC YARDS** of Hurricane Irma related debris were managed and disposed of; facilitating an extensive statewide recovery. In 2018, following the devastation of Hurricane Michael's effect on the Florida Panhandle, Joe was tasked with managing the removal and disposal of debris left by this strong category 5 hurricane in Jackson County, FL. Mr. Hayes, along with his CrowderGulf team were able to mitigate the challenges of such a large scale disaster all the while employing innovative support and leadership to provide relief to the devastated county. He and his team of field supervisors oversaw hundreds of assets and personnel; providing the logistics that resulted in over **2.5 MILLION CUBIC YARDS** of debris being removed and disposed of in Jackson County alone. In 2020, Mr. Hayes along with other key members of the CrowderGulf management team were sent to Calcasieu Parish, Louisiana after Hurricane Laura tore through the state, with winds peaking at over 140 MPH. Having been tasked with managing the recovery effort in the unincorporated portion of the Parish, Joe and his colleagues have removed over **7 MILLION of the estimated 12.5 MILLION CUBIC YARDS** of debris for the Parish and its included municipalities to date. Along with Joe's experience in managing the aforementioned large-scale disaster recovery projects, he has also managed a broad range of other debris projects throughout Florida and the southeast. When he is not in the field, Joe is a CrowderGulf representative for the South Florida area, ensuring the utmost level of preparedness and support for each client. Mr. Hayes is a Florida native, a lifelong Palm Beach County resident, and is an honors graduate of Florida Atlantic University.

**Margaret R. Wright, Ph.D. – Senior Documentation Director Florida Experience**

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey.** (NIMS Trained)

**Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist Florida Experience**

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events prior to starting work with CrowderGulf. Mrs. Ryals joined CrowderGulf in 2011 and immediately began work in North Carolina following Hurricane Irene. She used her knowledge of the FEMA Public Assistance Reimbursement Program and experience to provide quality control and project oversight to assist our team and our clients in program policy and procedures.

Since that time, Mrs. Ryals continues to provide quality control technical assistance and policy guidance to our staff and clients. Mrs. Ryals experience includes writing Debris Management and Mitigation Plans for County and Municipal Governments. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110<sup>th</sup> and 111<sup>th</sup> U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. In addition, Mrs. Ryals has provided Project Management assistance to clients following Hurricane Matthew in Georgia, Hurricane Harvey in Texas and most recently, she served as Project Manager for the City of Daphne in Baldwin County, Alabama following Hurricane Sally. She is a Licensed and Certified Alabama Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.

**Jeff Zemlik – Safety Manager Florida Experience**

Mr. Jeff Zemlik graduated from Columbia Southern University, graduating with degrees in Occupational Safety and health as well as Organizational Management. Originally hailing from the Chicagoland area, Mr. Zemlik joined the CrowderGulf team in 2010 during the BP oil spill. During this cleanup effort, Jeff headed up the contractor safety program for the state of Alabama. Every CrowderGulf activation requires Safety in the field, and Mr. Zemlik's field presence is one of his strongest qualities. Regardless of size, safety policy and procedure is strictly enforced, either by Jeff personally, or by the team of trained safety professionals managed by Mr. Zemlik. During Hurricanes Harvey and Irma, Jeff directed the safety program for over 1,500 hauling trucks doing work in 3 States without recordable injuries or fines. In addition, provided operational oversight for debris removal operations in Brazoria County, TX. 2018's Hurricane Michael saw Jeff taking lead in Panama City's "PUSH" operations, providing oversight for the City's leaner/hanger program and removal of trees from publically owned spaces, as well as providing safety leadership to the entire area of operations.



During the hyper active hurricane season of 2020, Jeff spearheaded supplying PPE to various government agencies pertaining to COVID-19 protection. 2020 Project highlights include, removal of 60,000 yards of seaweed after Hurricane Cristobal, over 200 PUSH crews post Hurricane Laura, and working closely with the Audubon Society of New Orleans, LA for post Hurricane Zeta cleanup at several of their unique facility's housing common zoo animals and endangered species. Most recently, Mr. Zemlik was deployed to Lee County, Florida providing safety and environmental management, and overseeing all material being hauled from debris management sites to final disposal destination for all related CrowderGulf projects. **Since taking over the leadership of CrowderGulf Safety program, company safety performance metrics have been constantly below industry standards.** In addition to his accredited degrees, Mr. Zemlik holds his OSHA 500, trains all HAZWOPER associates, USACE CQM and 385-1-1 training. He also has his Asbestos Inspector and Supervisor Certifications. Mr. Zemlik also manages the companies DOT program, and is trained in Fishbone root cause analysis, incident inception. Additional training and certifications include: SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence. Most recently, Jeff has obtained his ISA Certified Arborist classification and is a local ISA member of both Texas and Florida Chapters. (NIMS Trained)

**Matt Lucas- Project Manager Florida Experience**

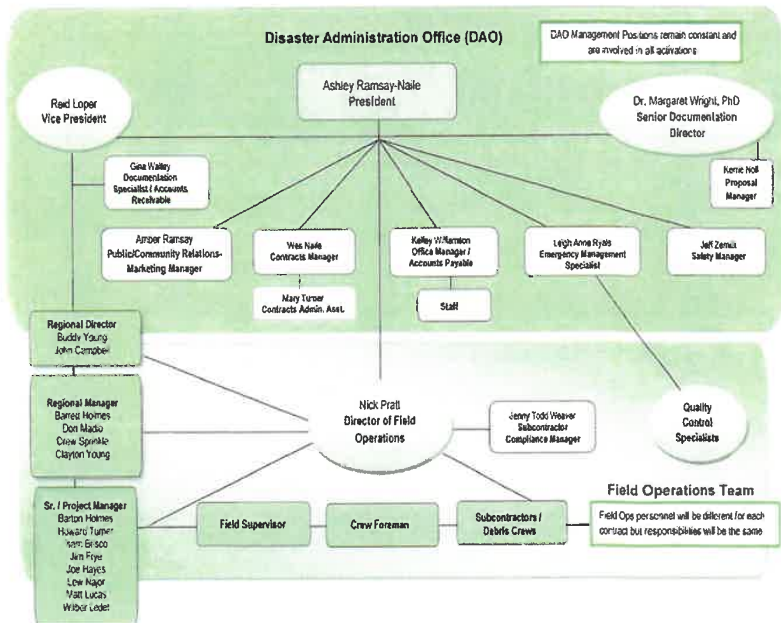
Mr. Lucas has over 25 years of extensive experience in debris clean up. He worked for the state of New Jersey and the New York Port Authority during the destruction of the world trade centers, and was instrumental in the construction of various logistical sites for the cleanup operations. In 2012 he was the Senior Project Manager managing clean-up operation for Hurricane Sandy and was instrumental in the right of way collections, PPDR, waterway debris removal, vessel recovery, and dredging ICW/marinas that were impacted. He also managed clean-up efforts in Raleigh, North Carolina and Fayetteville, North Carolina for hurricane Matthew this included right of way collection, set up and close out of temporary debris sites. Mr. Lucas was also involved in vessel recovery and salvage operations Beaufort, South Carolina. He managed the hurricane Harvey clean up in Port Arthur, TX, which resulted in **1 million cubic yards** of debris removed and properly disposed. More notably Mr. Lucas was the Sr. Project manager for hurricane Michael which devastated Panama City, FL. Mr. Lucas had over sight of all right of way, ditches, PPDR clean up and managed six temporary debris manage sites, which resulted in **4 million cubic yards** of debris removed from the city. He has owned and operated several business through his career. He has held a New Jersey A901 disposal license, a New Jersey electrical license, 100 ton U.S. Coast Guard License, and a CDL

**Jesus Carretie – Program Manager Florida Experience**

Jesus Carretie is a Floridian and serves the CrowderGulf team in a variety of aspects including Data Management, Invoicing, Proposal Writing, Project Management, and Business Development. Mr. Carretie began his career in the Emergency Management and Disaster Recovery fields in 2014. During the severe Winter Storm that affected South Carolina in 2014, Mr. Carretie assisted in the data management and invoicing for the removal of over 150,000 hazardous limbs/trees and over 2 million cubic yards of disaster generated debris. Soon after this, his interest continued to grow in the industry which led Mr. Carretie to work in several facets of the Emergency Management world after Hurricane Hermine, Hurricane Irma, Hurricane Michael, and most recently the 2020 Oregon Wildfires. Mr. Carretie always wanted to become well rounded in the EM industry which led him to pursue positions working as a Senior Grants Specialist in FEMA Public Assistance projects, Production Manager in a Community Development Block Grant-Disaster Recovery project, and Data & Invoice Specialist/Branch Director in several Debris Management projects. The Debris Management specific projects were the 2014 South Carolina Winter Storm (DR-4166-SC) (Debris Amounts referenced above), Hurricane Hermine (DR-4280-FL) (36,000 hazardous limbs/trees and 148,000 CY of debris), Hurricane Irma (DR-4377-FL) (200,000 hazardous limbs/trees and 10 million CY of debris), and the 2020 Oregon Wildfires (DR-4562-OR) (100,000 trees and 76,000 CY of debris). *Fluent in Spanish*

**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.







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2. Financial Stability

Financial strength is one of the most important aspects for the City of Ocala to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments. CrowderGulf has the necessary resources, human and financial, to confidently pledge to the City of Ocala our ability to provide the services at the level required by the City. CrowderGulf's financial stability is solid and reliable and we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation. CrowderGulf has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. We understand that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices.

AGGREGATE BONDING CAPACITY \$ 500,000,000 SINGLE BONDING CAPACITY \$ 250,000,000 OTHER AVAILABLE FUNDING \$ 150,000,000

3. References

Client: City of Panama City, FL  
Address: 8 Harmon Ave. Panama City, FL 32402  
Contact: Shane Daugherty Solid Waste Superintendent, 850-872-3172 Ok. 850-814-5396 cell  
Project Title: 2017 Hurricane Michael (09/2016-09/15/2020)  
POP: 35,988 (Bay County)

Client: Baldwin County, AL  
Address: 22070 Hwy 50 Central Annex 3rd & 4th floor, Robertsdale AL 36567  
Contact: Terry Graham, Solid Waste, 251-972-8878  
Project Title: 2020 Hurricane Sally (09/2020-04/07/2021)  
POP: 212,628

Client: City of Lake Charles, LA  
Address: 4331 E. Broad St. Lake Charles, LA 70615  
Contact: John Cardone, Jr. City Administrator Ok. 337-491-1381 Cell: 337-794-1513  
Project Title: 2027 Flooding & Sewer Storms (09/09/2021-07/28/2021)  
POP: 71,111 (Calcasieu Parish)

Client: Aransas County, TX  
Address: 301 N Live Oak Street, Rockport, TX 76382  
Contact: Valerie Gonzalez, C&E Environmental Health Ok. 361-780-0121 Cell: 361-330-6322  
Project Title: 2017 Hurricane Harvey (05/2017 - 06/05/2016)  
POP: 28,721

Contract Value: \$81,502,445  
Ivan: \$264,151  
Opal: \$2,000,000  
Contract Value: \$1,896,684  
Sully: \$61,896,684  
Severe Storms: \$12,897  
BP Oil: \$4,280,107  
Katrina: \$3,748,310  
Dennis: \$564,552  
Iran: \$33,154,782  
Contract Value: \$31,896,684  
Sully: \$61,896,684  
Severe Storms: \$12,897  
BP Oil: \$4,280,107  
Katrina: \$3,748,310  
Dennis: \$564,552  
Iran: \$33,154,782  
Contract Value: \$31,896,684  
Sully: \$61,896,684  
Severe Storms: \$12,897  
BP Oil: \$4,280,107  
Katrina: \$3,748,310  
Dennis: \$564,552  
Iran: \$33,154,782

Contract Value: \$33,521,254  
Harvey: \$33,521,254  
Contract Value: \$33,521,254  
Harvey: \$33,521,254

Client: Town of Hilton Head Island, SC  
Address: One Town Center Court Hilton Head Island, SC 29928  
Contact: Jennifer Lye, Assistant Town Engineer, 803-384-2829  
Project Title: 2019 Hurricane Dorian (09/16/2019-10/16/2019)  
POP: 40,065 (Beaufort County)

Client: Dorlan Matthew  
Address: \$ 22,280  
Contact: \$37,124,940  
Contract Value: \$ 22,280  
Hourly: \$37,124,940



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4. Past Performance Over 500,000 Cubic Yards

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor for debris removal projects in excess of 500,000 cubic yards within the past three (3) years. Please feel free to contact any of our past clients for references regarding our past performance. A complete past performance list can be made available dating back to Hurricane Frederick in 1979 if requested.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2022 Hurricane Ian	35 Activations – FEMA DR-4673-FL	\$289,652,756 Total Event Cost	13,263,105 Total Event CY	
Ft. Myers Beach, FL 10/8/2022-Ongoing	Removed & Disposed: PUSH, Veg, C&D, Sand, Hangers (88 trees), Leaners (21), E-waste (2,308), HHW (397,400 Lbs.), White Goods (7,107), Freon, Reduced by Compaction (763,277 CY) & grinding (20,216 CY), (5) DMS Sites; Monitored By: Thompson	\$25,888,378	811,231	Roger Hermsdorf, Town Manager, 2523 Estero Blvd, Fort Myers Beach, FL 33931, (239) 765-0202 Ext 1100, <a href="mailto:RHer@fmb.gov">RHer@fmb.gov</a> or <a href="mailto:Saaeed@fmb.gov">Saaeed@fmb.gov</a>
Ft. Myers, FL 9/30/2022-Ongoing	Removed & Disposed: PUSH, Veg, C&D, Hangers (6,996 trees), Leaners (152), Stumps (2), E-waste (213), White Goods (82), Freon, Reduced by Compaction (148,373 CY) & Grinding (501,452 CY) (1) DMS Site; Monitored By: Thompson	\$12,426,338	643,219	Saaeed Kazemi, City Manager, 2200 Second Street, Ft. Myers, FL 33901, (239) 321-7024, <a href="mailto:SKazemi@cityofmyers.com">SKazemi@cityofmyers.com</a>
Lee County, FL 10/5/2022-Ongoing	Removed & Disposed: PUSH, Veg, C&D, Hangers (38,197 trees), Leaners (4,326), E-waste (7,553), HHW (887,780 Lbs.), White Goods (12,319), Freon, Reduced by Compaction (2,200,880 CY) & Grinding (3,754,850 CY) (16) DMS Sites; Monitored By: Thompson	\$127,023,679	6,121,880	Paul Flores, Solid Waste Ops Manager, (239) 533-8017, <a href="mailto:pflores@leegov.com">pflores@leegov.com</a>
Sanibel, FL 10/1/2022-Ongoing	Removed & Disposed: PUSH, Marine debris, Veg, C&D, Hangers (8,498 trees), Leaners (2,477), E-waste (5,469), HHW (661,740 Lbs.), White Goods (15,369), Freon, Reduced by Compaction (845,842 CY) & Grinding (871,596 CY) (3) DMS Sites; Monitored By: Thompson	\$51,568,250	1,795,106	Scott Krawczuk, Public Works Deputy Director, 800 Dunlop Road, Sanibel, FL 33957, (239) 472-6397, <a href="mailto:scott.krawczuk@mysanibel.com">scott.krawczuk@mysanibel.com</a>
2021 Hurricane Ida	4-Activations- 4 DMS's – DR 4626-MS, DR-4611-LA	\$40,325,904 Total Event Cost	1,426,931 Total Event CY	
St. John Baptist Parish, LA 9/6/2021-11/4/2022	Removed & Disposed: PUSH, Veg, C&D, Parks debris, Hangers (2,198 trees), Leaners (28), stumps (2,801), E-waste (18,089), HHW (263,380 Lbs.), White Goods (2,620), Freon, Refrigerator Contents (661,880 Lbs.); Reduced by Compaction (912,800 CY) & Grinding (398,257 CY) (3) DMS Sites; Monitored By: Tetra Tech	\$32,202,382	1,306,580	Ms. Jaclyn Hotard, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9669 ext. 1244; <a href="mailto:jhotard@stjohn-la.gov">jhotard@stjohn-la.gov</a>
2020 Hurricane Zeta	8-Activations – 6 DMS's – DR-4576 (MS), DR-4577 (LA)	\$28,333,915 Total Event Cost	1,810,046 Total Event CY	
Harrison Co, MS 11/06/2020-2/3/2021	Removed & Disposed: Veg, C&D, Leaners (966), Hangers (36,055 trees); Reduced by Grinding (409,681 CY), (2) DMS Sites; Monitored by Volkert	\$9,225,138	538,791	Rupert H. Lacy, Director of Emergency Management 1801 23 <sup>rd</sup> Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 <a href="mailto:rupertlacy@co.harrison.ms.us">rupertlacy@co.harrison.ms.us</a>
2020 Hurricane Sally	10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL	\$116,422,750 Total Event Cost	7,318,024 Total Event CY	
AL DOT SW Region – Mobile 09/24/2020 – 01/22/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees), stumps (92); Reduced by Grinding (564,550 CY) & Compaction (59,952 CY); (16) DMS; Monitored by Thompson	\$14,264,670	709,431	Matthew Erickson, SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 <a href="mailto:erickserm@dot.state.al.us">erickserm@dot.state.al.us</a>
Baldwin Co, AL 09/25/2020 – 04/7/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, Hangers (39,799 trees), leaners (6,030 trees), Stumps (120), White Goods (181), E-waste (24); Reduced by Grinding (4,217,587 CY) & C&D Compaction (293,171 CY); (13) DMS; Monitored by Tetra Tech	\$61,896,884	4,509,547	Terri Graham, Solid Waste Development & Environmental Director, 22070 Hwy 59 Central Annex II 3 <sup>rd</sup> & 4 <sup>th</sup> Floor Robertsdale, AL 36567 251-972-6878 <a href="mailto:TGraham@baldwincountyal.gov">TGraham@baldwincountyal.gov</a>
Fairhope, AL 09/21/2020-12/19/2020	Removed & Disposed: Veg, C&D, Mulch, hangers (7,058 trees), leaners (374 trees), stumps (55); Reduced by Grinding (547,868 CY), (1) DMS; Monitored by True North	\$8,703,289	564,853	John Saraceno, Emergency Management Coordinator, 161 N. Section Street Fairhope, AL 36532 Ofc: 251-929-7415 Cell: 251-331-1103 <a href="mailto:John.Saraceno@fairhopeal.gov">John.Saraceno@fairhopeal.gov</a>

Exhibit D - Contractor Proposal

CONTRACT# PWD/230225

**CrowderGulf**  
**Removal Services**  
**City of Ocala, FL**

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**City of Ocala, FL**



OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Gulf Shores, AL 09/17/2020-02/3/2021	Removed & Disposed: PUSH, Veg, C&D, Parks debris, Trails debris, waterway debris, Mulch, Compacted C&D, HHW (11,580 Lbs.), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285); <b>Reduced by Grinding</b> (457,915 CY) & Compacting (40,763 CY), (1 DMS); <b>Monitored</b> by Thompson	\$9,741,393	580,181	Mark Acreman, PW Director, 1905 West 1st Street Gulf Shores, AL 36542 251-968-1155 <a href="mailto:macreman@gulfshoresal.gov">macreman@gulfshoresal.gov</a>
2020 Hurricane Laura	10-Activations – 27 DMS's – FEMA DR-4559-LA / EM-3540-TX Removed & Disposed: PUSH, Veg, C&D, C&D compacted, mulch, hangers (33,714 trees), leaners (76,007 trees), white goods (4,403), e-waste (2,910), refrigerator contents (314,960 lbs.), tires (1,215) / <b>Reduced by Grinding</b> (5,004,006 CY) & compacting (2,573,846 CY); 9 DMS Sites; <b>Monitored</b> by Tetra Tech	\$385,600,650 Total Event Cost	14,897,092 Total Event CY	
Calcasieu Parish, LA 9/3/2020-9/2/2021	Removed & Disposed: Waterway debris from Laterals / Waterways	\$132,676,662	6,972,815	Allen Wainwright, Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 <a href="mailto:awainwright@calcasieuparish.gov">awainwright@calcasieuparish.gov</a>
Calcasieu Parish, LA Laterals 10/8/2021-Ongoing	Removed & Disposed: Waterway debris from Laterals / Waterways	\$139,391,266	2,032,781	Allen Wainwright, Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 <a href="mailto:awainwright@calcasieuparish.gov">awainwright@calcasieuparish.gov</a>
Lake Charles, LA 9/3/2020-9/9/2021	Removed & Disposed: PUSH, Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,985 trees), and white goods (1,574) stumps (3), HHW (4,943 lbs.) / <b>Reduced by Grinding</b> (2,254,087 CY) & compacting (2,006,484 CY); 5 Sites; <b>Monitored</b> by Tetra Tech	\$80,383,800	4,077,816	John Cardone, Jr. City Administrator 326 Pujo Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 <a href="mailto:mayorsactionline@cityoflc.us">mayorsactionline@cityoflc.us</a>
Sulphur, LA 9/2/2020-6/21/2021	Removed & Disposed: PUSH, Veg, C&D, Compacted C&D, Mulch, Hangers (3,326 trees), leaners (194) stumps (7), white goods (508), HHW (23,580 lbs.) / <b>Reduced by Grinding</b> (503,298 CY) & compacting (338,926 CY); 1 Site; <b>Monitored</b> by Tetra Tech	\$15,352,859	838,424	Stacy Dowden, Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 <a href="mailto:sdowden@sulphur.org">sdowden@sulphur.org</a>
2018 Hurricane Michael CAT V (FL)	16 Activations – 40 DMS's – FEMA-DR-4399-FL; FEMA-DR-4400-GA Removed & Disposed: (ROW, PPDR, Waterway) vegetation; C&D; Leaners (8,081); Hangers (6,419 Trees); White Goods (725); <b>Reduced by Grinding</b> (1,903,027 CY); C&D Compact (515,511 CY), DMS Sites (8) / <b>Projects:</b> Waterway & Canal clearing; Debris removed from eligible parks, cemeteries & schools / <b>Monitored</b> by Landfall Strategies; Tetra Tech	\$252,281,133 Total Event Cost	12,256,345 Total Event CY	
Bay Co, FL 10/17/2018-4/28/2021	Emergency Push / Removed & Disposed: vegetation; C&D; mulch; Hangers (21,388 Trees); Leaners (13,431); Stumps (7); <b>Reduced by Grinding</b> (2,304,854 CY) & Compacted C&D (1,646,666 CY) DMS Site (6); <b>Monitored</b> by Metrics / Thompson	\$42,637,726	2,436,953	Keith Bryant, Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; <a href="mailto:kbryant@baycountynfl.gov">kbryant@baycountynfl.gov</a>
Jackson Co, FL 10/12/2018-9/20/2019	Emergency Push / Removed & Disposed: vegetation; C&D; mulch; Hangers (21,388 Trees); Leaners (13,431); Stumps (7); <b>Reduced by Grinding</b> (2,304,854 CY) DMS Site (6); <b>Monitored</b> by Metrics / Thompson	\$40,141,024	2,459,442	Wilanne Daniels, County Administrator 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446 Ofc: 850-693-6657 <a href="mailto:danielsw@jacksoncountynfl.gov">danielsw@jacksoncountynfl.gov</a> Rodney Andreasen, Director of Emergency Management; 850-718-0007; Cell 850-573-1058; <a href="mailto:rjandreasen@jacksoncountynfl.com">rjandreasen@jacksoncountynfl.com</a>
Panama City, FL 10/11/2018-5/31/2020	Emergency Push / Removed & Disposed: vegetation; C&D; Leaners (20,185), Hangers (32,489 Trees); Stumps (6,968); <b>Reduced by Grinding</b> (2,304,854 CY) & Compacted C&D (1,646,666 CY) DMS Site (7); Debris removed from eligible parks, cemeteries & schools; <b>Monitored</b> by Landfall Strategies	\$81,562,445	3,971,295	Shane Daugherty, Solid Waste Superintendent 819 E. 11th Street, Panama City, FL 32401; Office 850-872-3172, Cell: 850-814-5396 <a href="mailto:sdaugherty@panamacity.gov">sdaugherty@panamacity.gov</a> Neil Fravel, Director of Public Works; 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; <a href="mailto:nfravel@panamacity.gov">nfravel@panamacity.gov</a>
Parker, FL 10/23/2018-5/3/2019	Emergency Push / Removed & Disposed: vegetation; C&D; Leaners (344); Hangers (846 Trees); Stumps (21); <b>Reduced by Grinding</b> (389,576 CY) C&D Compaction (159,188 CY), DMS Site (1); <b>Monitored</b> by Tetra Tech	\$7,865,326	535,114	Ashley Rizzo Human Resources, Benefits & Safety Administrator, 1001 West Park Street, Parker, FL 32404, 850-871-4104, <a href="mailto:arizzo@cityofparker.com">arizzo@cityofparker.com</a> Danielle Baker, City Clerk; 850-871-4104; <a href="mailto:dmbaker@cityofparker.com">dmbaker@cityofparker.com</a> (replaced Nancy Rowell)
Washington Co, FL 10/18/2018-5/31/2019	Removed & Disposed: vegetation; Leaners (10,301); Hangers (35,683 Trees) Stumps (108); <b>Reduced by Grinding</b> (1,445,814 CY) DMS Site (3); <b>Monitored</b> by Witt O Brien	\$23,870,365	1,501,666	Ms. Lynne Abel, EM Public Safety Director, 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; <a href="mailto:label@washingtomfl.com">label@washingtomfl.com</a>



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### 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 regulations.*

#### 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).

Name	Position	Email	Phone	Years' Experience
Nick Pratt	Director of Operations	<a href="mailto:npratt@crowdergulf.com">npratt@crowdergulf.com</a>	(251) 402-5566	18
Don Madio	Regional Manager – FL	<a href="mailto:dmadio@crowdergulf.com">dmadio@crowdergulf.com</a>	(813) 285-8749	23
Buddy Young	FEMA Technical Assistance Mgr.	<a href="mailto:byoung@crowdergulf.com">byoung@crowdergulf.com</a>	(940) 597-4252	25+
Margaret Wright	Documentation Director / PhD	<a href="mailto:mwright@crowdergulf.com">mwright@crowdergulf.com</a>	(251) 604-6346	23
Leigh Anne Ryals	Emergency Mgt & Quality Control Specialist	<a href="mailto:lryals@crowdergulf.com">lryals@crowdergulf.com</a>	(251) 751-8660	25+
Jeff Zemlick	Safety Manager	<a href="mailto:jzemlick@crowdergulf.com">jzemlick@crowdergulf.com</a>	(251) 509-9422	12
Jesus Carretie	Program Manager	<a href="mailto:jcarretie@crowdergulf.com">jcarretie@crowdergulf.com</a>	(512) 375-0229	8
Wilber Ledet	Senior Project Manager /Field Supervisor	<a href="mailto:wledet@crowdergulf.com">wledet@crowdergulf.com</a>	(228) 326-5915	12
Matt Lucas	Senior Project Manager/ Operations	<a href="mailto:mlucas@crowdergulf.com">mlucas@crowdergulf.com</a>	(609) 731-2858	25+
Joe Hayes	Project Manager	<a href="mailto:jhayes@crowdergulf.com">jhayes@crowdergulf.com</a>	(561) 315-1360	6

#### 2 a. Workload

Currently we are working disaster related debris removal projects in Austin & Travis County, Texas following the Ice Storm, in Fort Myers, Ft. Myers Beach, Lee County, and Sanibel Florida following Hurricane Ian. 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 has a proven track record of simultaneously managing multiple contracts as demonstrated in the next section of this proposal response (Section D, Item No. 1). In the beginning of contract activations, clients often times must make damage assessments and work with debris specialists to assess the needs of the community. These assessments dictate the size, type and amount of equipment and personnel needed to restore the community to their wholeness. Every community affected by the storm will have their own specific needs and the ramp up of equipment resources is different for each affected area.



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During the 2017 Hurricane season, Hurricanes Harvey and Irma created resource challenges for many of the debris companies. Our customary ramp up schedules were slower than usual due to the widespread destruction that both hurricanes caused to the States of Texas and Florida. We are proud to say that regardless of the amount of CrowderGulf activated contracts, CrowderGulf never defaulted on any of our contractual obligations nor did we try to re-negotiate higher prices from our clients. Due to the diverse geographical locations and CrowderGulf's substantial manpower and equipment resources, we have been able to honor all of our contractual commitments with dispatch and efficiency. CrowderGulf has never defaulted on a contract and all of our activated contracts have been completed on or ahead of schedule. Additional information on our equipment and resource capability is included in this proposal.

### b. Current Contracts

Client	Duration	Client	Duration	Client	Duration
<b>ALABAMA</b>					
Atmore (City)	2020-2025	AL DOT – SW Region	2021-2025	Baldwin Co.	2021-2024
Bay Minette (City)	2021-2025	Evergreen (City)	2019-2023	Fairhope (City)	2022-2025
<b>FLORIDA</b>					
Aventura (City)	2021-2026	Bay County - Water	2019-2025	Bonita Springs (City)	2022-2027
Bunnell (City)	2020-2025	Carrabelle (City)	2022-2025	Casselberry (City)	2017-2023
Cocoa (City)	2021-2027	Clay Co.	2019-2026	Clearwater (City)	2021-2024
Cocoa Beach (City)	2021-2026	Edgewater (City)	2021-2026	Esteros (Village)	2019-2024
Flagler Beach (City)	2020-2025	Fort Myers Beach (Town)	2018-2023	Fort Myers (City)	2019-2024
Golf (Village)	2022-2028	Indian Harbour Beach (City)	2020-2025	Juno Beach (Town)	2022-2028
Jupiter (Town)	2022-2028	Kissimmee (City)	2020-2025	Lantana (Town)	2022-2028
Lauderdale-By-The-Sea (Town)	2020-2024	Lee Co.	2022-2032	Levy Co.	2017-2024
Mexico Beach (City)	2019-2024	Miami Gardens (City)	2019-2024	Ocoee (City)	2018-2023
Okeechobee Co.	2020-2025	Orange Park (Town)	2020-2024	Panama City (City)	2022-2027
Panama City Beach (City)	2019-2024	Parker (City)	2018-2023	Pembroke Pines (City)	2021-2026
Plantation (City)	2017-2027	Plant City (City)	2020-2025	Pompano Beach (City)	2019-2024
Ponce Inlet (Town)	2022-2026	Port Orange (City)	2020-2030	Punta Gorda (City)	2017-2023
Sanford (City)	2022-2027	Sanibel (City)	2018-2023	Satellite Beach (City)	2020-2025
Stuart (City)	2017-2025	South Daytona (City)	2019-2029	St. Petersburg (City)	2021-2026
Sunrise (City)	2020-2030	Tarpon Spring (City)	2023-2030	Tequesta (Village)	2022-2028
Venice (City)	2019-2024	Washington Co.	2020-2030	Wilton Manors (City)	2017-2026
Winter Garden (City)	2019-2024				
<b>GEORGIA</b>					
Columbus (City)	2022-2027	Garden City (City)	2021-2025	Liberty Co.	2020-2024
Port Wentworth (City)	2022-2027	Thomas Co.	2020-2026		2022-2027
<b>LOUISIANA</b>					
Alexandria (City)	2021-2024	Audubon Nature Institute	2022-2026	DeQuincy (City)	2020-2024
Iowa (Town)	2020-2024	St. John the Baptist Parish	2021-2029	Vinton (City)	2020-2024
<b>MARYLAND</b>					
Cecil Co.	2020-2025	Ocean City (Town)	2020-2025	Talbot Co.	2020-2025
<b>MISSISSIPPI</b>					
Biloxi (City)	2019-2024	Pascagoula (City)	2023-2027	Gulfport (City)	2021-2025
<b>MISSOURI</b>					
Greene Co.	2019-2025	Springfield (City)	2021-2025		
<b>NEW JERSEY</b>					
State of New Jersey	2015-2023	State of New Jersey - Waterway	2019-2024		
<b>NORTH CAROLINA</b>					
Ahoskie (Town)	2018-2023	Cabarrus Co.	2019-2025	Chapel Hill (Town)	2020-2024
Charlotte (City)	2020-2025	Duck (Town)	2020-2024	Duplin Co.	2020-2025
Edgecombe Co.	2019-2025	Fayetteville (City)	2018-2024	High Point (City)	2019-2024
Hillsborough (Town)	2020-2024	Nash Co.	2019-2024	North Topsail Beach (Town)	2022-2027
Orange Co.	2019-2024	Raleigh (City)	2021-2026	Rocky Mount (City)	2019-2024
Rose Hill (Town)	2020-2025	Surf City (Town)	2019-2025	Topsail Beach (Town)	2019-2024
<b>SOUTH CAROLINA</b>					
Charleston Co. Park & Rec.	2020-2025	Greenville (City)	2022-2027	HH Private Communities	2019-2024
Dorchester Co.	2021-2026	Hilton Head Island (Town)	2019-2024	Jasper Co.	2019-2024
<b>TENNESSEE</b>					
Davidson Co.	2021-2026	Nashville Co.	2021-2026		
<b>TEXAS</b>					
Addison (Town)	2020-2026	Alvin (City)	2021-2031	Angleton (City)	2019-2027
Aransas County	2022-2027	Bayou Vista (City)	2018-2023	Brazoria (City)	2020-2025
Carrollton (City)	2020-2027	Chambers Co	2022-2027	Clear Lake Shores (City)	2019-2024
Collin Co.	2021-2025	Deer Park (City)	2021-2024	DeSoto (City)	2022-2025
Dickinson (City)	2022-2027	Farmers Branch (City)	2022-2027	Friendswood (City)	2022-2026
Galveston Co.	2022-2027	Hitchcock (City)	2021-2028	Iowa Colony (City)	2022-2027
Jackson Co.	2019-2024	Jasper Co.	2016-2023	Lake Jackson (City)	2022-2027
Lancaster (City)	2020-2025	League City (City)	2022-2027	Liberty Co.	2021-2025
Manvel (City)	2019-2023	Montgomery Co.	2017-2023	Nassau Bay (City)	2018-2023
Nueces Co.	2021-2026	Plano (City)	2019-2024	Port Arthur (City)	2022-2025



Client	Duration	Client	Duration	Client	Duration
Rowlett (City)	2022-2027	San Patricio Co.	2020-2025	Tarrant Co.	2021-2024
Webster (City)	2020-2025				
VIRGINIA					
Commonwealth of Virginia	2022-2027	Hampton Roads Sanitation District	2018-2023	James City Co. (2 contracts)	2019-2029
Newport News (City)	2018-2023	VPPSA - Pre-Qualified Contractor	2018-2023		

## 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 many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster. Over 98% of the 458 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client with all documentation required by FEMA in order to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricanes & Storm Disasters	Simultaneous Contract Activations	# of DMS Managed	Invoice Amt	Approx. Cubic Yards (CY)
2022	Hurricane Ian (Ongoing)	34	52	\$198,146,278+	11,472,581+
2021	Ida, Nicholas; Tornados, Storms,	15	21	\$45,673,004+	2,630,348+
2020	Laura, Sally, Zeta; (TS) Cristobal, Hanna, Tornados	34	72	\$500,950,933+	30,848,027+
2019	Dorian, TS Imelda, Tornado,	4	3	\$1,502,321	41,955
2018	Florence, Michael, Red Tide	40	56	\$284,507,345	19,311,888
2017	Irma, Harvey, Nate, TS Cindy, Tornado	98	142	\$300,409,064	17,643,955
2016	Hermine, Matthew; Severe Storms, Flooding, Tornado	51	35	\$99,983,827	6,645,566
2015	Severe Storms, (Flood & Tornados)	15	0	\$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms	14	5	\$9,866,559	669,314
2012	Isaac & Sandy	13	4	\$60,627,670	972,993
2011	Irene	31	13	\$14,754,641	1,673,821
2008	Ike	36	27	\$178,318,425	16,933,904
2005	Dennis, Katrina, Rita, Wilma	67	41	\$279,764,959	19,441,656
2004	Charley, Frances, Ivan, Jeanne	36	61	\$292,426,233	16,800,678
2003	Isabel	16	19	\$66,344,733	5,447,815

## 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 (incorporating [FEMA 325 Debris Management Guide](#) and [FEMA 327 Debris Monitoring Guide](#)), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

#### Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 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



### 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 City 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 Mobile, 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  
And watch our Videos Online.*



## 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 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur. The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations**, - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

### CRITICAL OPERATIONS

#### ➤ Mobilization

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#### Mobilization and 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.

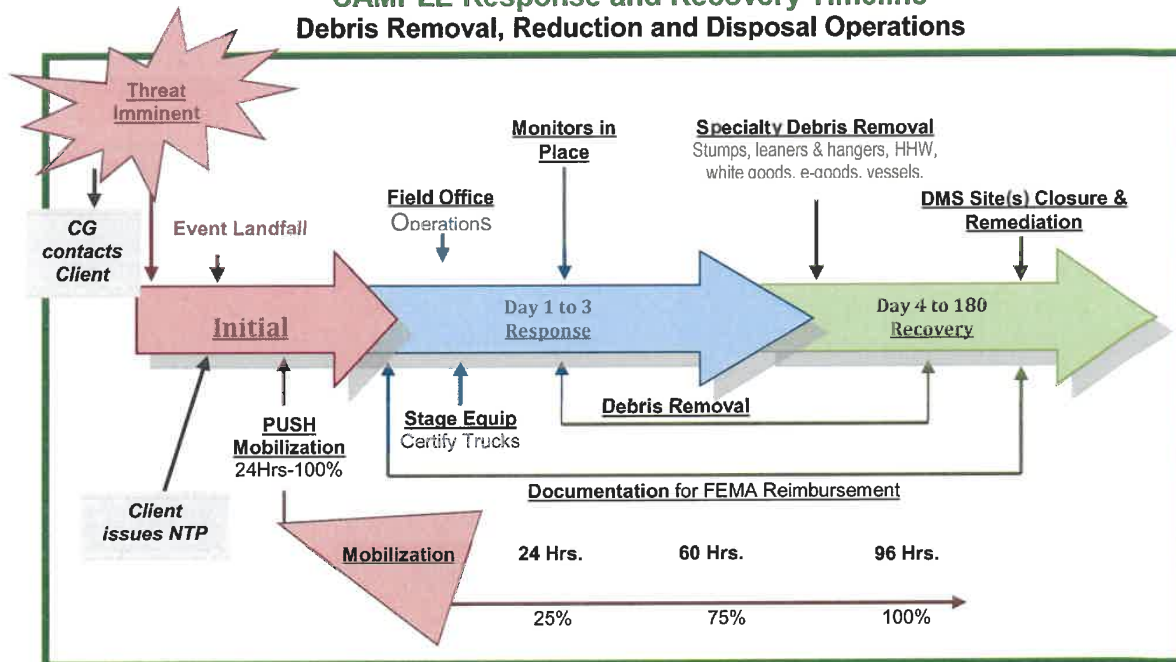
#### Key Tasks and Functions

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 hour



### SAMPLE Response and Recovery Timeline Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

#### 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.

#### 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. 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. At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

#### **Crew Sizes**

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



### 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. **Repair and Maintenance Equipment Reference Tab B.**

### 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



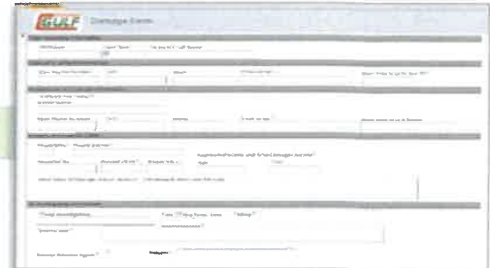
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- All damage claims documentation is kept on file for a minimum five to seven years. Documentation is available to the City at any time.
- CrowderGulf maintains a database with information and documentation for each claim, including pictures and releases.



*Damage Claim Form used in field.*



*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.



ARFF Center 3000 Southwest 67th Ave.



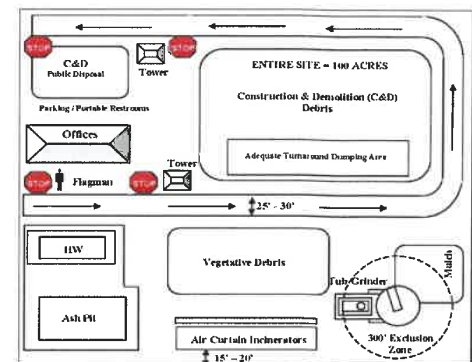
**DMS Design and Operational Features**

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.

**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 will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.

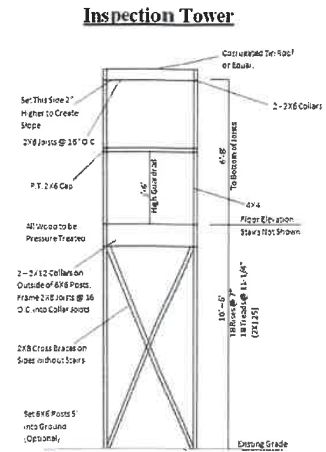


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### Inspection Towers

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 3/4" 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 1/2" 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 Public Assistance and Program Policy Guide, 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

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.

**Environmental Protection Plan** address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

### Debris 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. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected. All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.



### ➤ Documentation and Reimbursement

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

#### Phase 1 - Truck Certification And Accountability

#### Phase 2 - Debris Load Ticket Completion and Utilization

Completion of a multi-part *Debris Load Ticket* for each truckload of debris (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.

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### 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 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. Data will be reconciles with the City or monitoring company and invoices 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. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and a Client's available resources, 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 complete QC plan will 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 well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. This philosophy is reinforced and fulfilled as defined below:

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

#### **Corporate Commitment to Safety**

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

#### **Safety Performance Summary**

Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 1,561,271 and experienced 1 total recordable, which is well below industry standard. CrowderGulf policy is that daily tool box meetings are mandatory, and the Job Safety Analysis (JSA) process 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.



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RFP # PWS/230225 Pre Event Emergency Debris Removal Services  
City of Ocala, FL

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)
2022	414,960	1	1	.48	.48
2021	161,180	0	0	0	0
2020	177,820	0	0	0	0
2019	189,433	0	0	0	0
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0

As additional documentation of our exemplary safety record, our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses, as well as previous years', can be provided upon request

**CrowderGulf's Site Specific Safety Plan**

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

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

**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 Public Assistance Program and Policy 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**

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### **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. Per Client compliance requirements under 44 CFR 13.36(e), CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor database of over 3,200 pre-qualified subcontractors, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, [www.crowdergulf.com](http://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-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to [www.crowdergulf.com](http://www.crowdergulf.com) to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.



### Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

### Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

### Steps in the Process:

#### 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](http://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](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm))
    - Dun and Bradstreet, (<https://sso.dnbi.com>)
  - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
  - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.



6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

### Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

### Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with 44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.

### Affirmative Steps Include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### Subcontractor Oversight

In the past, CrowderGulf has mobilized over 400 subcontractors with as many as 5,000 people, 2,600 trucks, and 800 pieces of loading equipment. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

Subcontractor Information	Regional	FL	US. 2023
<b>Number of Registered Subcontractors</b>	88	1029	3460
Subcontractor Equipment	Regional	FL	US. 2023
Dump Trucks (16-65)	182	5088	19005
Pick up w/ dump trucks	141	1350	5054
Knuckle-boom trucks	85	630	.3227
Wheel Loader 50hp – 150hp	101	1686	6100
5 ton Pickup truck	169	1599	7635
Hydraulic Excavator 50hp-150hp	101	1353	7273
Trailer Mounted floodlight	32	271	1805
Low-bed Trailer w/ tractor	44	490	2310
Water Truck	12	213	1120
Air Curtain Burner	10	104	450
Backhoe w/ loader 15	30	337	1911
Dozer, 2-3 yd. blade/root rake blade D7	33	674	3876
Grader, Motor, 12 ft. blade 130-140hp	7	162	852
Chipper	36	264	1478
Tub Grinder 300-400 hp & 800-1000 hp	24	192	1051
Self-loading trucks	101	879	6465
Skid steer 40 hp – 80 hp	143	1749	8606

Subcontractor Equipment	Regional	FL	US. 2023
C&D Walking Floor 80-110 CY	14	500	2102
Mulch Trailer 80-110 CY	39	350	1505
Bucket Trucks	64	825	3231
Barges	14	146	1281
Work Boats	15	242	1569
Vacuum Trucks	10	120	1813
Florida Subcontractor Statistics	Regional	FL	
Small Business	66	717	
M/WBE, HUB, SDB or Veteran Certified	36	450	
Push Crews	39	452	
Debris Haulers	72	787	
Marine Debris	6	56	
Haul Outs	1	48	
Grinding	8	58	
Burning	3	20	
Concrete Reduction	1	6	
Recycling	4	11	
Hazardous Material	1	8	
Tree Work	14	94	



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City of Ocala, FL



Subcontractors Registered in our Nationwide Data Base - Includes M/BE

2023 FL Region 3 Potential Subcontractors	Address	City	ST	Zip	Dump Trucks	Pickup/DumpTr	Knuckle boom	Wheel Loaders	Hydraulic Excavators	Trailer/Tractor	Lowbed/Tractor	Water Truck	AirCurtainBurner	Backhoe Loader	Dozers	Moto Grader	Chipper	Tub Grinders	Self-Loaders	Skid Steers	CDWalkingFloors	Mulch Trailers	Bucket Trucks	Barges	Workboats	Vactrucks
ACS Trucking & Excavation	P O Box 2682	Bunnell	FL	32110	16			4	7	10	1	1			2	1				1	5					
A & S Tree Service	1309 SW 136 PL	Micanopy	FL	32667		1		1	3												2		1			
AACI Services, Inc.	361 E. Peniel Rd	Palatka	FL	32177	1			2	2		1															
AAG Environmental, Inc.	25145 NW 8th Place	Newberry	FL	32669	1			1	5	2	1													1	1	
Action Quality Excavation	7840 Lake Ave	Fanning Spring	FL	32693																	1					
Advantage Lawn Care & Landscaping, LLC.	5526 NW 30th Terr	Gainesville	FL	32653	1																1					
Airborne Tree, Inc.	P.O. Box 236	Summerfield	FL	34492			5														1		2			
Alachua County Tree Service	14626 NW 243rd terrace	High Springs	FL	32643			1														1					
All Pappy's Tree & Tractor	12756 Agatite Rd	Jacksonville	FL	32258	3					2											1					
Ambiance Earthworks	P.O. Box 840016	St. Augustine	FL	32080	2			1	2												2					
American Choctaw, LLC.	95020 Starling Court	Fernandina Beach	FL	32034	3			1	3	1	1	1	1	1	2	1	1	2	2	3	1	1	1	1	1	1
Amert-Force Craft Services, Inc.	9485 Regency Square Blvd. Ste 300	Jacksonville	FL	32225	2	2	1														1	1	2	1	4	1
Anomalos Industries LLC	5340 W Kennedy Blvd	Tampa	FL	33609	2										1						1	1	1	1	4	1
Another Contract Solution, Inc.	7039 Eagles Perch Drive	Jacksonville	FL	32244	1			5																		
Arbor Pro	P.O. Box 551500	Jacksonville	FL	32255	1			1									1				1					
Ashley's Lawn Service	361 E Peniel Rd	Palatka	FL	32177	11	10													4		10					
Belcorp, INC	11530 Phillips Highway	Jacksonville	FL	32256				6	6			1														
BioResource Management, Inc.	3520 NW 43rd St	Gainesville	FL	32606																						
Boat Lift Doctor, LLC.	PO Box 233	Bunnell	FL	32110	1				1																	
Branching Out Recovery, LLC.	1691 Mathew Manors Dr.	Jacksonville	FL	32211	3			1																		
C & R Tree Care, LLC.	14720 SW 175th Ave.	Archer	FL	32618														1					1			
Career Center, Inc.	4740 NW 39th Place, Ste. A	Gainesville	FL	32606																						
Cordwin Tree Service, Inc.	PO Box 691	Fairfield	FL	32686																						
D.R. Durrance Trucking	12590 N.E.C.R. 339	Fairfield	FL	32686																						
Daniel R. Jones Excavation & Demolition	1951 Ryan Rd	Chiefland	FL	32636	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																					
Disaster Program & Operations, Inc.	529 Sunset Dr	Ponte Vedra Beach	FL	32082																						
DMTM Enterprises, Inc.	12715 Burning Tree Lane E	Jacksonville	FL	32223																						
Environmental Land Services	1841 North State St	Bunnell	FL	32110	2	3					1	1	1								2					
Environmental Services, Inc.	7220 Financial Way, Ste 100	Jacksonville	FL	32256																						
F & S Land Service LLC	P.O. Box 1563	Callahan	FL	32011	1																					
Florida Land Development, Inc.	PO Box 772856	Ocala	FL	34477	5	3		5	18						1						2					
Flyway Access LLC / Conrad Tree	4400 SE 73rd St	Ocala	FL	34480			7	4		1	1	1	2				12				7	7	15			
Gastons Tree Debris Recycling	6424 NW 19th DR	Gainesville	FL	32653			10	12	8	12	2	2	2	2	2	2	2	6	8	4		14	2			
Geer Contracting, Inc.	3410 Powerline Rd.	Middleburg	FL	32068	4			3	2	2	2	2	1	2	2	2	1	1								
Gray's Tree Service	5531 SE Hawthorne Rd.	Gainesville	FL	32641	10	6															10	3				
Gulf Coast Marine & Equipment Services	917 West River Road	Palatka	FL	32177	3									1											6	1
H&H Debris Removal	1691 Mathews Manor Dr.	Jacksonville	FL	32211			1		1												1					
H&S Mobile Home Inc.	PO Box 345	Lowell	FL	32663			1		3																	
Hall Brothers	12371 NW 82nd Court	Chiefland	FL	32626			5		1																	
Hall's Trucking, Inc.	6350 NE SR 121	Williston	FL	32696	4		1	1	2																	
Hammock Tree Service	1764 W New Lenox Lane	Dunnellon	FL	34433	1	3																				



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Subcontractors	Address	City	ST	Zip	Dump Trucks	Pickup/DumpTr	Knuckle boom	Wheel Loaders	HalfT onPickupTruck	Hydraulic Excavators	Trailer/Mtd Floodlight	LowbedTr/WTractor	Water Truck	AirCurtainBurner	Backhoe Loader	Dozers	Moto Grader	Chipper	Tub Grinders	Self-Loaders	Skid Steers	CDWalkingFloors	Mulch Trailers	Bucket Trucks	Barges	Workboats	Vactrucks	
2023 FL Region 3 Potential Subcontractors																												
Hansen Construction Service	4919 SW 46th St	Gainesville	FL	32608																								
Intrall Signal Inc.	12443 San Jose Blvd., Ste. 1103	Jacksonville	FL	32223	4		3	6	40	7	5	3			10					2								
Jerry Herring Outdoor Services	7889 SW 122nd St	Gainesville	FL	32608	3																							
JimCo Site Services, Inc.	909 Leonard C Taylor Pkwy	Green Cove Springs	FL	32043						4	1									1		2	1					
Johnson & Sons Tree Service, Inc.	P.O. Box 367	Newberry	FL	32689	12	4	10	6	10	6	1	3			1	2	2	1	1	1	25	12		23				
Joshua Harris	5019 40th Ave N	St. Petersburg	FL	33714																								
Junk Bee Gone LLC	1419 Sunnymeade Dr	Jacksonville	FL	32211																								
Khaos Recovery Corp.	13550 NE Cr. 339	Trenton	FL	32963				1																				
Kirklyn Enterprises, Inc.	4472 Industrial Park	Green Cove Springs	FL	32043	1	1			1																			
L & M Bobcat Services, Inc.	450 Country Rd 115 S	Bunnell	FL	32110			5																					
L.E. Land Clearing, LLC.	152 Bostwick Cemetery Rd.	Palatka	FL	32177																								
Langston Tree Service, Inc.	4751 NW 155th St	Trenton	FL	32693																								
Logan McKinley	P.O. Box 45	Lawley	FL	32056																								
M.Y. Contractors, Inc.	1333 Beaver St.	Jax	FL	32209	5																							
Mac's Tree, Inc.	4476 Country Rd 218	Middleburg	FL	32068	3		3	2	2																			
Manniels Bobcat & Land clearing Inc.	12 Selma Trail	Palm Coast	FL	32164			4	1			2																	
Marion Tree Trimming	PO Box 69	Candler	FL	32111		1	4																					
Matt Davis Dirt Contracting & Construction	117 Damon St	Interlachen	FL	32148																								
Mills Creek Services	26458 Snake Creek Rd.	Hilliard	FL	32046			3	1																				
MY Contractors	1333 W. Beaver St.	Jacksonville	FL	32209	2	3	1	4							1													
North Florida Landscape Management Inc.	9216 NW 196 St	Starke	FL	32091																								
NU Terra Management	6621 South Point Dr N Ste 200	Jacksonville	FL	32216	10																							
Ocala Tractor, LLC	514 SW 2nd Ave	Ocala	FL	34471	2																							
Outdoor Solutions of Central FL., LLC.	15001 NE Jacksonville Rd	Citra	FL	32113			2	1	3						1													
Proline Tree Experts	2984 Centerwood Dr.	Jacksonville	FL	32218																								
Protech Renovations	5771 NE 156th Ave	Williston	FL	32696	1																							
Reliability Plus LLC	325 Peniel Church Rd	Palatka	FL	32177			2	1	3																			
Ressler's Professional Tree Service, Inc.	14591 NW 66th Ave.	Chiefland	FL	32626			1																					
Rhino International, LLC.	13718 Saxon Lake Drive	Jacksonville	FL	32225	30	50	4	12		9	20	5	5	2	5	6	4	6	4	6	2	8	11	4	6	5	2	4
Roberts Trucking, INC.	P.O. Box 4	Williston	FL	32696			2	1		1		2																
Shawn Wright Debris Removal	1914 NE 28th St	Ocala	FL	34470																								
She & I, LLC.	PO Box 1674 (14617 NW Hwy 19)	Trenton (Chiefland)	FL	32693					1																			
Sims Trucking Inc.	1960 US Hwy 1 South PMB 504	St. Augustine	FL	32086	14					2					1	1	1											
Southern Bobcat Services, LLC.	2843 Fisher Cir.	Middleburg	FL	32068			2		3	2																		
Stripe Industries Inc.	5800 Beach Blvd 203-326	Jacksonville	FL	32207	9	4	3	2	2	3	1	2	2		1	1												
That Girl Lawncare & Landscaping Design	4062 Quail Dr	St. Augustine	FL	32084	1																							
The Shepherd's Landscaping	10519 SE US Hwy 441	Bellevue	FL	34420					20						1													
Total Farm Maintenance LLC	11501 NW 160th Ave	Morrison	FL	32668			10	2		2					1													
Total Urban Forestry, llc	231 NE 11th St	Ocala	FL	34470	2	1	1	5	2	1																		
Tree Medic Tree Surgeons, Inc.	2779 A US 1 S.	St. Augustine	FL	32086	2	2	1	1	2	1	1	2			1	1												
US Roof Recycle	6822 West 12th St	Jacksonville Beach	FL	32250											1													
Wood Resource Recovery	1901 NW 67th Place, Ste G	Gainesville	FL	32653			10	12	8	12																		
WWWoods Tractor Cleanup & More LLC	1866 Yellow Fly Rd	Green Cove Springs	FL	32043																								



## SUBCONTRACTOR LIST

The below is a partial list of our Prime subcontractors. CrowderGulf maintains additional local subcontractors to participate in the event of a disaster. A complete list of the 88 regional subcontractors registered may be provide separately. \*DBE includes any Federally designated disadvantaged business.

Firm Name	Firm Location (City, State)	Description of Work to be Performed	Participation % (of Total Contract Value)	MBE	DBE*
				Mark "X" if using an MBE or DBE firm	
Hauling Away, LLC	Theodore, AL	Debris Hauling, Haul Outs, DMS L&H, Stumps	10%		WBE
Last Pass Inc.	Miami, FL	Debris Hauling, Haul Outs, L&H, Stumps	15%	X-HIS	WBE
RAL Services Corp	Miami, FL	Haul Outs	TBD	X - HIS	
Four R Equipment	Miramar, FL	Debris Hauling, Haul outs	TBD	X-HIS	
Gaston's Tree Debris Recycling	Gainesville, FL	Debris Hauling, Haul Outs, L&H, Stumps, Dump site	TBD		
Gotus Trucking, LLC	Harrisville, PA	Debris Hauling	TBD		
Gulf Services	Theodore, AL	Debris Hauling, Haul Outs, L&H, Stumps, DMS	TBD		
Jerry's Tree Service	Mims, FL	Debris Hauling, L&H	TBD		
JTL&S Property Preservation	Beaumont, TX	White Goods, Specialty Debris, HHW, E-Waste	TBD		
McCombs Tree Service	Rockledge, FL	PUSH, L&H Debris Hauling	TBD		
ReclaimIt Enterprises	Greenville, TN	PUSH, Debris Hauling	TBD		
S. St. George Enterprises	Fredonia, NY	DMS, Haul outs	TBD		
Total Urban Forestry	Ocala, FL	Debris Hauling, Haul Outs, L&H, Stumps,	TBD		



## Tab F. Maintenance and Repair Program

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance

**Service Trucks** - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following: Air Compressors, Welding Equipment, Boom Cranes, Tommy-Gates, Lubricant, Exhaust and other Fluids, Small Tools and Misc. small parts.

**Box Service Trucks** - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs.

**Mobile Repair Shop** - CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.



## Tab G. Price Proposal - See Attached

## Tab H. Bid Bond - See Attached

Sterling Seacrest Partners, Mr. Jim Congelio  
3111 W. Dr. Martin Luther King Jr Blvd., Suite 350 / Tampa, FL 33637 / 813-489-1183

## Tab I. Summary of Litigation

CrowderGulf strives to maintain the utmost integrity and reputation in this industry. We have been very successful over the many years we have been in business but as any company can attest, being in business does allow a certain amount of exposure. Palmisano, ET at. v. CrowderGulf, LLC, et al.: CrowderGulf is currently defending a lawsuit filed by certain individuals who performed for subcontractors of CrowderGulf work during a waterway debris removal project following Hurricane Sandy in the central region of New Jersey. The individual plaintiffs have taken the position that CrowderGulf violated prevailing wage laws by not paying a prevailing wage for the work performed. However, the project was bid under emergency procurement procedures, and CrowderGulf's client represented that it was not a prevailing wage job. CrowderGulf expects to have no liability, or to be fully indemnified by its client if any liability is determined to exist. CrowderGulf expects our projected outcome to have no liability, or to be fully indemnified by its client if any liability is determined to exist." In addition, the most current Dun & Bradstreet Report for CrowderGulf, it identifies the total number of suits, liens, judgments and bankruptcy proceedings as zero. Due to our diligent efforts, we have been involved in very few litigation cases, none of any significance.

## Tab J. Insurance

CrowderGulf maintains *all required insurances* such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance.

Pathway Insurance Group, Mr. Robbie Farmer  
753 Nicholas Avenue / Fairhope, AL 36532 / 251-279-6373

**Certificate Of Completion**

Envelope Id: 039ACD9ABC7A450ABD388A94DF74B112	Status: Completed
Subject: Emergency Debris Removal Services - Primary, Crowder-Gulf Joint Venture, Inc. (PWD/230225)	
Source Envelope:	
Document Pages: 91	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

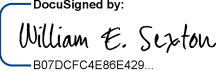
**Record Tracking**

Status: Original	Holder: Brittany Craven	Location: DocuSign
6/21/2023 8:46:27 AM	biverson@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

**Signer Events**

William E. Sexton  
 wsexton@ocalafl.org  
 City Attorney  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 B07DCFC4E86E429...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

**Timestamp**

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 Signed: 7/13/2023 8:20:52 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ashley Ramsay-Naile  
 jramsay@crowdergulf.com  
 President  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Using IP Address: 174.240.146.190  
 Signed using mobile

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 Signed: 7/14/2023 3:14:07 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/14/2023 9:50:22 AM  
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James P. Hilty, Sr.  
 jhilty@ocalafl.org  
 President  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 98.180.104.233  
 Signed using mobile

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 Signed: 7/14/2023 4:42:24 PM

**Electronic Record and Signature Disclosure:**

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Angel B. Jacobs  
 ajacobs@ocalafl.org  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 8DB3574C28E54A5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

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 Signed: 7/14/2023 4:45:02 PM

**Electronic Record and Signature Disclosure:**

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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	7/14/2023 4:45:02 PM
Completed	Security Checked	7/14/2023 4:45:02 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.