



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

August 6, 2024

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held July 16, 2024. **(City Clerk Sibbitt)**
2. Approval of Annual Fire Protection Assessment Tax Roll Resolution for the Fiscal Year 2025. **(Acting Support Services Director Gaines)**
3. Approval of Police Department Vehicle Purchase. **(Assistant Police Chief McKinstry)**
4. Approval of Police Department Vehicle Lease. **(Assistant Police Chief McKinstry)**
5. Approval of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG Countywide-State Solicitation). **(Assistant Police Chief McKinstry)**
6. Approval of Educational Affiliation Agreement with Lake Tech College. **(Deputy Fire Chief Van Camp)**
7. Approval for the Renewal of a Facility Sublicense Agreement with Valencia College and the Ocoee Fire Department. **(Deputy Fire Chief Van Camp)**
8. Approval of Utilities Easement Agreement for Bluford Warehouse & Office aka U.S. Aluminum. **(Development Engineer Keaton)**
9. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Magnolia Reserve Townhomes. **(Development Engineer Keaton)**

10. Approval of Correction on Workshop Date for FY 2024/2025 Budget Process. **(Finance Director Roberts)**
11. Approval of School Justice Partnership Agreement with Orange County Public Schools. **(Police Chief Ogburn)**
12. Approval to Award Invitation to Bid (ITB) #24-011 Job Order for Construction of Restroom at Healthy West Orange Wellness Park. **(Procurement Manager Tolbert)**
13. Approval to Award Request for Proposals (RFP) #24-009 Emergency-Disaster Debris Removal Term Contract. **(Procurement Manager Tolbert)**
14. Approval to Extend Existing Contract for Continuing Water Quality Professional Services. **(Public Works Director Krug)**
15. Approval of the Certification of Non-Ad Valorem Assessment Roll for Stormwater Inclusion on the Orange County Tax Roll for FY 2024/2025. **(Public Works Director Krug)**
16. Approval of the Certification of Non-Ad Valorem Assessment Roll for Solid Waste Inclusion on the Orange County Tax Roll for FY 2024/2025. **(Public Works Director Krug)**

• **FIRST READING OF ORDINANCE**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING**

17. Second Reading of Ordinance for Land Development Code Amendment Implementing the Live Local Act. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

18. Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to Certify the FY 2025 Non-Ad Valorem Assessment Tax Roll. **(Acting Support Services Director Gaines)**

• **REGULAR AGENDA**

19. Update and Request Direction on Review of the City's Wastewater Permit and Associated Lease with ZHA Incorporated (Owner's Rep Services RFP#23-005).
20. Update and Request Direction: Kurt Ardaman of the City Attorney's Office (Fishback Dominick) regarding City-owned property located at 10521 Clarcona Ocoee Road (Forest Lake Golf Course).

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

Regular City Commission
August 6, 2024

APPEALS: In accordance with Florida Statutes § 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.

OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

July 16, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:16 PM**

Mayor Johnson called the regular session to order at 6:16 PM in the Commission Chambers of City Hall. The invocation was led by **Brad Lomneck**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Oliver

Also Present: Assistant City Manager Shadrix, City Attorney Ardaman, City Clerk Sibbitt

• **PRESENTATIONS AND PROCLAMATIONS**

• **STAFF REPORTS AND AGENDA REVIEW 6:18 PM**

City Attorney Ardaman provided a brief update on a meeting with representatives from seven (7) cities to discuss whether they should formally engage with Orange County regarding two (2) proposed Charter Amendments that directly affect local municipalities. He reported that all cities voiced significant concerns about the proposed amendments and agreed to draft a letter to Mayor Demings and the County Commissioners.

• **PUBLIC COMMENTS 6:21 PM**

The following persons addressed the City Commission:

- **Landra Wormack**, *Orange County Tax Collector's Office*, announced that their downtown Rosalind & Jackson Street office has been re-opened for operations, including Business Tax Receipts transactions. Ocoee is doing extremely well, being the largest DMV in the State of Florida.
- **Veronica Ceron**, *Ocoee Resident*, expressed concerns involving pickleball and tennis courts at Tiger Minor Park.
- **Jim Moyer**, *Ocoee Resident*, announced the anniversaries of the United States Army, Navy, and Marine Corps and asked if those can be incorporated into the City of Ocoee's Centennial Anniversary Celebration. He also announced that July is French American Heritage and Disability Pride Month. He lastly announced that August is National Traffic Safety Awareness Month.
- The following citizens spoke on behalf of the Trap, Neuter, Vaccinate, and Return (TNVR) program in Winter Garden and asked the commission to create a budget item for this program, for the City of Ocoee, in the upcoming fiscal year:
- **Christina Spillane**, *Winter Garden Resident*

- **Elizabeth Fricker**, *Ocoee Resident*
- **Kara Viademonte**, *Ocoee Resident*

Commissioner Kennedy expressed that he would have issues with introducing a line item in the budget, for this type of program, unless there were restrictions on illegal trapping.

Commissioner Oliver expressed his support for the TNVR program.

Mayor Johnson stated that taxes are paid to Orange County for animal control. **Assistant City Manager Shadrix** expressed that the City Commission can direct staff to send a letter to Mayor Demings, requesting them to reinstate funding for the TNVR program for the County.

• **CONSENT AGENDA 6:44 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-9; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held June 18, 2024. **(City Clerk Sibbitt)**
2. Approval of Police Department Vehicle Purchases. **(Assistant Police Chief McKinstry)**
3. Approval for Authorization to Proceed with a Contract for Sale of City-owned Property Identified as 1 Taylor St. **(Concurrency & Commitment Coordinator McFarlane)**
4. Approval of Ocoee Christian Church Parking Lease Agreement. **(Concurrency & Commitment Coordinator McFarlane)**
5. Approval of Proposed Tentative Millage Rate for Fiscal Year 2024-2025 Budget. **(Finance Director Roberts)**
6. Approval to set Workshop and Hearing Dates for FY 2024-2025 Budget Process. **(Finance Director Roberts)**
7. Approval of 2024-2028 Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with Orange County Sheriff's Office. **(Police Chief Ogburn)**
8. Approval for Declaration of City Surplus Property. **(Procurement Manager Tolbert)**
9. Approval of 2023-2024 Budget Vehicle and Equipment Purchases. **(Public Works Director Krug)**

6:45 PM - Heard out of Agenda Order

Mayor Johnson asked Mr. Harry Gettings to introduce himself and shared that Mr. Gettings is requesting permission to occupy the City-owned recording studio until December 2024.

Harry Gettings, *Studio Manager/Producer*, briefly introduced himself, and shared he appreciates the City and all they have done. **Assistant City Manager Shadrix** conveyed that this item is on the agenda for discussion and direction as Item #13.

- **FIRST READING OF ORDINANCE 6:48 PM**

10. Amendment to the First Reading of Ordinance Implementing the Live Local Act. **(Zoning Manager Whitfield)**

City Attorney Ardaman read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on August 6, 2024, at 6:15 PM or soon thereafter.

- **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:48 PM**

11. Second Reading of Ordinance for Fountains West PUD - 2nd Substantial Amendment to Lot 8 of Fountains West PUD (Planned Unit Development), Project No. RZ-24-05-06. **(Zoning Manager Whitfield)**

Development Services Director Rumer announced this item was withdrawn at the request of the Applicant.

- **PUBLIC HEARING - None**

- **REGULAR AGENDA 6:49 PM**

12. City of Ocoee's 100-Year Anniversary Celebration. **(Acting Support Services Director Gaines)**

Acting Support Services Director Gaines provided a PowerPoint highlighting the proposed outline for the centennial celebration, which is set to launch in January 2025 and continue throughout the year. He further shared that staff is requesting the City Commission waive the procurement policy to hire marketing and graphic design firms for a total amount not to exceed \$60,000, and is seeking feedback and approval to proceed.

Assistant City Manager Shadrix reiterated that City staff is seeking feedback from the City Commission as they are currently in budget preparations. He shared the success of the event will rely on the marketing and branding which is why they are seeking approval for waiver of the procurement policy.

Commissioner Kennedy stated he has no objections to waiving the procurement policy for the graphic design services but would like to see more details. **Assistant City Manager Shadrix** said they can provide the event scope and bring this back to the August 6th City Commission Meeting. He further asked if there were any other requests. **Commissioner Oliver** asked that fireworks be included in the 100-Year Anniversary. A brief discussion ensued on the budget workshop process. **Commissioner Kennedy** asked if there had been any discussion about conducting a community survey to gather feedback. **Acting Support Services Director Gaines** responded that they have not implemented a survey yet but can do so.

**13. Discussion and Direction on Gettings Recording Studio Lease Agreement.
(Development Services Director Rumer)**

Mayor Johnson explained that the Gettings Family has been involved with the community for many years and is requesting permission to occupy the recording studio until December 2024, to which he has no objections. He then opened the floor for discussion from the City Commission.

Commissioner Wilsen expressed no issues with Mr. Gettings occupying the recording studio, provided that they adhere to the contract terms, which specify a monthly fee of \$10,000. A brief discussion followed regarding the lease amount, as two different figures were noted in the staff report. **Development Services Director Rumer** further clarified that the City plans to demolish the building and has conducted a hazardous materials survey as part of the process. The final demolition costs will be addressed in the budgeting process, with the demolition anticipated to occur no earlier than February 2025. A brief discussion ensued on the current roof issues. **Commissioner Firstner** conveyed he agrees with the month-to-month lease as recommended by staff.

Harry Gettings, Studio Manager/Producer, briefly shared he understands the concerns voiced by the City Commission and is only requesting the additional six (6) months to remove the equipment from the building. He indicated that he would take care of the payment for the taxes and maintenance of the building.

Commissioner Kennedy asked why the process to relocate had not commenced during their five (5) year rent-free lease. **Mr. Gettings** addressed his question. **Commissioner Kennedy** further asked the City Attorney if a new contract could be drafted. **City Attorney Ardaman** addressed his question. **Commissioner Kennedy** noted the City Commission has been presented with three (3) options, and he is willing to present a new proposal, as he disagrees with the concept of rent-free. **Commissioner Wilsen** shared she also agrees a monthly rent should be negotiated, and suggested \$5,000 a month due to the condition of the building. **Mayor Johnson** commented that he would recommend \$1,500. **City Attorney Ardaman** shared that the City Commission can draft a proposal that includes an increase in rental fees. **Commissioner Oliver** asked Mr. Gettings on the hourly charge for the use of the recording studio. **Mr. Gettings** addressed his question.

Motion: Move to direct the City Manager and City Attorney to negotiate an extension of the lease agreement at \$1,500 per month until December 31, 2024, with a rent increase to \$15,000 beginning January 1, 2025. Additionally, include provisions for property maintenance and language ensuring City protection; Moved by Commissioner Kennedy, Seconded by Commissioner Wilsen. Motion carried 5-0.

• **COMMENTS FROM COMMISSIONERS 7:20 PM**

Commissioner Kennedy – No further comments

Commissioner Wilsen – Commented on the following:

- 1) Announced the upcoming budget workshop and hearings dates, and encouraged residents to attend.
- 2) Discussed honoring former Parks and Recreation Board Member Gordon Applegate for his thirty-four years of volunteer services. She advised if there were no objections she would meet with Parks and Recreation Director Johnson to discuss options to honor Mr. Applegate, and can bring this back for discussion before the City Commission.
- 3) Confirmed with Assistant City Manager Shadrix that the City is working with the Ocoee High School FFA Program to resolve their issues and concerns shared during the last City Commission Meeting.

Commissioner Firstner – Commented on the following:

- 1) Announced that the Parks and Recreation Department will be hosting a before and after school program, and details can be accessed on the City's website.
- 2) Announced that this Saturday, July 20th is Family Recreation Day at the Jim Beach Center.

Commissioner Oliver – Commented on the following:

- 1) Urged everyone to continue to hydrate and take care this summer in the extreme heat.
- 2) Read an inspirational quote and urged everyone to use their First Amendment rights to express themselves and not resort to violence.

Mayor Johnson – Commented on the following:

- 1) Announced that Clarke Road is going through a design change, so the road is still being worked on.
- 2) Commented on the parking of the patrons at the Cheer business on Bluford Avenue along with litter being left and the grass needing to be mowed. **Assistant City Manager Shadrix** assured him that the matter is being addressed.
- 3) Spoke on the red-light cameras and tickets.
- 4) Announced that the Skate Park has been extended and it is very nice.
- 5) Announced that the City is adding a total of eight (8) pickleball courts within the city.

• **ADJOURNMENT 7:31 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: August 6, 2024
Item #: 2

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Approval of Annual Fire Protection Assessment Tax Roll Resolution for the Fiscal Year 2025. (Acting Support Services Director Gaines)

Background Summary:

The City Commission approved Ordinance 2013-010 to provide for collection of fire protection assessments as a special non-ad valorem assessment on the annual Orange County tax bill. The assessment is based on building occupancy hazard factors and the area under roof to determine the number of Fire Protection Units (FPUs) for each property. The number of FPUs is then multiplied by the Applied Assessment Rate to arrive at the amount of the special assessment. Section 197.3632, Florida Statutes, requires the City to certify the Assessment Roll for the fire protection assessments by September 15th. A resolution to certify the Assessment Roll is the only mandatory element of the annual fire protection special assessment implementation process.

Issue:

Should the Honorable Mayor and City Commissioners approve the annual resolution setting the Fire Protection Assessment for FY 2025 and certify the Fire Protection Assessment Tax Roll?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt the attached resolution certifying the Fire Protection Assessment Roll; and further, the Mayor and City Manager be authorized to execute and submit any documents needed to implement the resolution.

Attachments:

1. Resolution
2. Certificate to Non-Ad Valorem Assessment Roll
3. 2024 Ocoee (5300, 5310, 5330, 5340) Summary Report

Financial Impacts:

The fire protection special assessment will be imposed on all applicable structures located on privately-owned parcels within the City. Parcels without such structures are not assessed. Using the previously adopted Applied Assessment Rate of \$69.50 and the estimated number of FPUs determined by the currently available data, the gross revenue generated will be \$2,425,012.90. This amount reflects the omission of those HOA-owned, governmental, and institutional parcels and buildings exempt from all taxation by the action of State law or by the exemptions in the Ordinance. The total number of assessed parcels is 15,878. With deductions

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for the cost of collection (2%), early payments (up to 4%), and non-payment (1%), plus the addition of interim fees being paid through the year as a result of construction, the actual revenue value is approximately \$2,345,718.42. The total amount to be collected would be approximately one-quarter of the proposed budget for the Fire Department in FY 2025.

Type of Item: Consent

RESOLUTION 2024-_____

CITY OF OCOEE

**ANNUAL FIRE PROTECTION SPECIAL ASSESSMENT RESOLUTION
FOR
FISCAL YEAR 2025**

AUGUST 6, 2024

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE CITY OF OCOEE; ENDORSING THE METHOD OF ALLOCATING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTIES LOCATED WITHIN THE CITY OF OCOEE; STATING THE TOTAL AMOUNT OF REVENUE TO BE GENERATED; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Commission of the City of Ocoee, Florida, has enacted Ordinance No. 2013-010 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against assessed property located within the City (codified as Chapter 77 of the City Code of Ordinances); and

WHEREAS the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Protection Assessed Costs among parcels of assessed property; and

WHEREAS the City Commission has adopted an apportionment methodology for its Fire Protection Assessment program and now desires to impose an Annual Fire Protection Assessment within the City of Ocoee using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2024; and

WHEREAS the City Commission, on November 1, 2016, amended Chapter 77 of the Code of Ordinances of the City of Ocoee to, among other things, set the Annual Assessment Rate at a value of \$69.50 per Net Fire Protection Unit (FPU); and

WHEREAS the City Commission desires that the Applied Assessment Rate remain unchanged from its current value; and

WHEREAS none of the conditions listed in Section 197.3632(4)(a), Florida Statutes, or Section 77-12.D of the City Code of Ordinances are present to require a public hearing and publication of notice to establish the Applied Assessment Rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Fire Protection Assessment Ordinance (Ordinance No. 2013-010), as subsequently revised on November 1, 2016; the Initial Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 6, 2013; the Final Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on September 5, 2013; the Annual Fire Protection Special Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 15, 2017; the City of Ocoee Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Section 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This Resolution sets forth and approves the Assessment Roll for Fiscal Year 2025, as defined in Section 77-1 of the City Code of Ordinances and utilizing the procedure described in Section 77-12 of the City Code of Ordinances, for Fiscal Year 2025, which begins on October 1, 2024.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, as amended, and in the Initial Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 6, 2013, as applicable. Any conflict in definitions between those two sources shall be resolved in favor of the Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

(C) The Initial Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 6, 2013, defines terms related to building usage codes that are used in the Fire Protection Assessment process created by the Ordinance and subsequent resolutions to assign the most applicable Hazard Class to a structure that is subject to the assessment. Such terms as Building Use, Code Descriptions, DOR Code, Fixed Property Use Codes, and

Improvement Codes are provided in the Ordinance to describe essentially equivalent indications of a structure's use, as established by the Orange County Property Appraiser (OCPA). Previously adopted ordinances and resolutions related to the Fire Protection Assessment process also include definitions where listed building usage codes are understood to identify a specific use and, thus, the Hazard Class for the structure. These building usage codes are continuously evolving such that a slightly different set of codes is developed and published by OCPA each year in order to improve the agency's support for a variety of uses.

SECTION 3. CONFIRMATION OF ASSESSMENT RATE. The Maximum Assessment Rate continues to be \$69.50 per Net Fire Protection Unit and remains the Applied Assessment Rate for the imposition and computation of Fire Protection Assessments.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS.

(A) For the Fiscal Year 2025 beginning October 1, 2024, the Fire Protection Assessed Cost to be assessed and apportioned is hereby set to be \$2,425,012.90. This value takes into account the exemptions provided in the Ordinance and as provided by law.

(B) Except as otherwise provided herein, Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for Fiscal Year 2025 beginning on October 1, 2024.

(C) Any shortfall in the expected proceeds from the Fire Protection Assessment due to any reduction or exemption from payment of the Fire Protection Assessment required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessment.

SECTION 5. APPROVAL OF THE ASSESSMENT ROLL. The Assessment Roll attached as Appendix B is hereby approved and shall be delivered to the Orange County Tax Collector for

collection using the tax bill collection method and the manner described in the Ordinance on or before September 16, 2024, together with the correction of any errors or omissions, as provided for in the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. This Resolution establishes the rate of assessment to be imposed in the upcoming Fiscal Year and approves the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Commission deems just and right. The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 7. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. APPROVED
AS TO FORM AND LEGALITY THIS ____
DAY OF _____, 2024.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____.**

FISHBACK DOMINICK

By: _____

Richard Geller, City Attorney

APPENDIX A
CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

APPENDIX B

**FIRE PROTECTION ASSESSMENT ROLL
FOR THE CITY OF OCOEE
(On file in the City Clerk's Office)**



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____, _____ year.

Chairman of the Board or authorized agent
of _____
Name of local government

Orange County, Florida



Comprehensive Appraisal Technology

2024 Special Taxing District Summary Report

07/18/2024 15:19:37

Page 1

District Code	District Description	Total Number of Parcels	Total Number of Units	Taxing Rate	Total District Charge
5300	OCOEE STORM	16,541	3,754,047.58	1.00	3,754,047.58
5310	OCOEE RES	14,483	14,524.00	298.24	4,331,637.76
5330	OCOEE FIRE RESC	15,878	2,425,012.90	1.00	2,425,012.90
5340	OCOEE CODE ENF	6	3,326.80	1.00	3,326.80
Totals		46,908	6,196,911.28		10,514,025.04



Meeting Date: August 6, 2024
Item #: 3

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of Police Department Vehicle Purchase. (Assistant Police Chief McKinstry)

Background Summary:

The Police Department is requesting to use residual, unexpended, capital funds from this fiscal year's budget to purchase one (1) new vehicle for the Police Department Fleet. This purchase will provide the opportunity to obtain the vehicle at this year's cost prior to any future price increase. The vehicle is available for immediate delivery, with all upfitting costs included.

Issue:

Should the Honorable Mayor and City Commissioners approve the use of residual, unexpended capital funds from this fiscal year's Police Department budget to purchase one (1) new vehicle for the Police Department Fleet?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the use of residual, unexpended capital funds from this fiscal year's Police Department budget to purchase one (1) new vehicle for the Police Department Fleet.

Attachments:

1. Ocoee PD F150
2. Upfit F150

Financial Impacts:

There is sufficient funding in the general fund capital projects fund - \$65,594.83

Type of Item: Consent

July 15, 2024



Ocoee Police

Deputy Chief Chris McKinstry

DESCRIPTION		
W1P	2024 F-150 Police Responder 4x4 5.5' box 145" WB XL	
998	3.5L V6 EcoBoost Engine	
44G	10 Speed Automatic Transmission	
64H	18" Aluminum Wheels	
17C	Chrome Front & Rear Bumpers	
595	Fog Lamps	
67T	Integrated Trailer Brake Controller	
67P	Remote Keyless-Entry Includes 4-key & fobs	
	Factory Invoice	\$52,594.00
	Government Price Concession Discount	\$2,600.00
	4.27% Contract Discount	\$2,134.74
	Spray in Bedliner, 6" Steel Running Boards, Deep Window Tint, Out of Stock & Delivery	\$2,475.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$50,334.26

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485





JCO Corporation
 2054 Platinum Rd
 Apopka, FL 32703
 +1 4073959066
 sales@jcocorp.com
 www.jcocorp.com

Estimate

ADDRESS

City of Ocoee
 Chris Mckinstry
 1 North Bluford Ave
 Ocoee, FL 34761

SHIP TO

City of Ocoee
 646 Ocoee Commerce Pky
 Ocoee, FL 34761

ESTIMATE #	DATE	
4751	07/15/2024	

VEHICLE NUMBER

UM f150

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CC-21F1-0709OS-PRTR	2021-22 Ford F150 16" Printer console; open storage along passenger side; 7" slope, 9" level	1	686.88	686.88T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	1	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	75.60	75.60T
FP-SGTRAY	Low-Profile Tray 4" (For Sunglasses, Cell Phone, Loose Change Etc.)	1	39.00	39.00T
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	55.00	55.00T
FP-BLNK2	2" Blank filler plate fill remaining space with blanks plates	1	0.00	0.00T
CM-SDMT-SL-LED	Console side ht. adj. mount w/slide arm for docking station	1	413.47	413.47
DS-PAN-435-2	Docking Station For Panasonic TOUGHBOOK 55 Laptop With Standard Port Replication & Dual Pass-Through Antenna Connections With LIND Power Supply	1	1,054.24	1,054.24T
AC-MCM1	Dog-ear type microphone clip plate and clip assembly.	2	16.00	32.00T
AC-SIDEARM-9	9" x 3" molded foam arm pad on 5" tall L bracket. Bolts to console side or rear.	1	103.19	103.19T
36-54085	WESTIN PUSH BUMPER ELITE XD 2021-C F-150 Police Responder/SSV/XL	1	572.73	572.73T
36-6015W4	PUSH BUMPER LIGHT CHANNEL 33.1 INCH WHELEN, 4 HOLE	1	38.85	38.85T
36-54085PB	PIT BAR ELITE-XD FOR USE WITH 36-54085	1	432.34	432.34T

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	PUSH BUMPER ELITE-XD 2023 f150			
36-52065W	WING WRAPS FOR WESTIN PUSH BUMPER	1	259.74	259.74T
36-52065WC	Wire Cover Accessory For Push Bumper Elite XD	1	50.56	50.56T
EB2-WHELEN CORE PKG	54 " Duo Legacy WCX with Whelen Core Package	1	2,818.10	2,818.10T
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00T
C399K7	OBD II CANPORT KIT 2021 F-150	1	0.00	0.00T
CCTL7-PKG	3 Section Controller (Head Only) 21 Push-Buttons, 4-Position Slide Switch,	1	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	1	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	1	0.00	0.00T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	1	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	1	391.00	391.00T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	1	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	1	149.00	149.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS. * Push Bumper light channel	4	159.39	637.56T
TLI2J	ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE duo * pit wrap extra * extra grill	4	102.00	408.00T
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * under tailgate	4	101.80	407.20T
VTX9J	VERTEX SUPER-LED DUO BLU/RED Reverse housing bed lights	4	65.00	260.00T
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO	2	575.00	1,150.00T
TCRB47	2015-2020 FORD F-150 SUPERCREW, 2017-2020 FORD F-250/F-350 CREW CAB AND 2018-2020 FORD EXPEDITION SSV, RUNNING BOARD MOUNTING KIT, FOR 6 LAMP TRACER™, EACH	2	0.00	0.00T
UHF2150A	HEADLIGHT/GRILLE LIGHT FLASHER WITH 4 FLASH PATTERNS FOR POSITIVE OR NEGATIVE HEADLIGHT SWITCHING	1	42.00	42.00T

Please remit payment to our business office:
JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
JCO-75	75 AMP RELAY/DISCONNECT	1	40.00	40.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	1	75.99	75.99T
UC2206	21-C F150 CREW CAB 5.5 FT BED-TEXTURED UNDERCOVER SE	1	1,095.00	1,095.00T
ARGES1	ARGES SUPER LED 360 REMOTE CONTROL SPOTLIGHT	1	512.10	512.10T
ARGCH1	CONTROL HEAD FOR ARGES , BAIL BRACKET MOUNT	1	232.87	232.87T
ARG47CD	ARGES DRIVERS FENDER MOUNT 21+ F150	1	76.27	76.27T
PJ863	High-Resolution Full-Page Mobile Printer with Bluetooth® Wireless Technology and USB-C®	1	624.89	624.89T
LB3692	Brother LB3692 Car Adapter	1	31.99	31.99T
LABOR	INSTALLATION LABOR	1	2,050.00	2,050.00T
SHOP SUPPLIES	MISC SUPPLIES	1	195.00	195.00T
SHIPPING	Freight	1	250.00	250.00T

SUBTOTAL	15,260.57
TAX	0.00
TOTAL	\$15,260.57

Accepted By

Accepted Date

Please remit payment to our business office:
JCO Corporation
2054 Platinum Road
Apopka, FL 32703



Meeting Date: August 6, 2024
Item #: 4

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of Police Department Vehicle Lease. (Assistant Police Chief McKinstry)

Background Summary:

The Police Department currently leases four (4) vehicles, from Bancorp, for undercover, plainclothes, and/or surveillance activities for a cost of \$21,720 per year. These vehicles have exceeded their effective covert service; therefore, the Police Department is requesting to return the four (4) Bancorp vehicles and replace them with two (2) new vehicles, from Enterprise Leasing, for a cost of \$10,200 per year for a two (2) year term. This request to change vendors is based on cost and availability of similar vehicle types: Bancorp's cost is \$28,880 per year and Enterprise's cost is \$10,200 per year. Furthermore, Bancorp is experiencing supply chain issues which will delay delivery.

Attached is a sample lease outlining the exact lease terms and cost; however, the sample lease does not contain specific identifiable information regarding vehicles used for covert law enforcement activities. Information on vehicles used for covert law enforcement activity is confidential and exempt from Public Records.

Issue:

Should the Honorable Mayor and City Commissioners approve the Police Department's request to lease two (2) vehicles from Enterprise Leasing?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Police Department's request to lease two (2) vehicles from Enterprise Leasing.

Attachments:

1. Sample Lease

Financial Impacts:

Reduction of \$18,680

Type of Item: Consent

Prepared For: City of Ocoee, FL					Date 07/24/2024	
					AE/AM BrL	
Unit #						
Year			Make			Model
Series						
Vehicle Order Type	In-Stock	Term	60	State	FL	Customer# 464878
\$ 36,819.00		Capitalized Price of Vehicle ¹				
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>FL</u>			
\$ 450.00		*	Initial License Fee			
\$ 0.00		Registration Fee				
\$ 0.00		Other:Courtesy Delivery Fee				
\$ 0.00		Capitalized Price Reduction				
\$ 0.00		Tax on Capitalized Price Reduction				
\$ 0.00		Gain Applied From Prior Unit				
\$ 0.00		*	Tax on Gain On Prior			
\$ 0.00		*	Security Deposit			
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 36,819.00		Total Capitalized Amount (Delivered Price)				
\$ 429.68		Depreciation Reserve @ <u>1.1670%</u>				
\$ 215.62		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 645.30		Total Monthly Rental Excluding Additional Services				
Additional Fleet Management						
Master Policy Enrollment Fees						
\$ 0.00		Commercial Automobile Liability Enrollment				
Liability Limit <u>\$0.00</u>						
\$ 0.00		Physical Damage Management				
\$ 78.95		Full Maintenance Program ³ Contract Miles <u>75,000</u>				
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>						
\$ 78.95		Additional Services SubTotal				
\$ 0.00		Sales Tax <u>6.5000%</u>				
\$ 724.25		Total Monthly Rental Including Additional Services				
\$ 11,038.20		Reduced Book Value at <u>60</u> Months				
\$ 595.00		Service Charge Due at Lease Termination				
All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.						
Order Information						
Driver Name						
Exterior Color						
Interior Color						
Lic. Plate Type		Unknown				
GVWR		0				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type

GVWR

Unknown

0

Quote based on estimated annual mileage of 15,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Ocoee, FL
 BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Meeting Date: August 6, 2024
Item #: 5

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG Countywide-State Solicitation). (Assistant Police Chief McKinstry)

Background Summary:

This year, \$11,460 has been made available for the City of Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG). The Byrne Memorial Justice Assistance Grant (JAG) Formula Program Committee wishes to submit a 51% Letter to the Office of Criminal Justice Grants in Tallahassee. This letter lists the various programs for which the participating law enforcement agencies in Orange County plan to spend the \$344,174 allocated to Orange County agencies and confirms the City's approval of the allocations. The letter and accompanying grant application must be signed by the Mayor. If approved, the City of Ocoee will receive \$11,460 to purchase tactical equipment.

Issue:

Should the Honorable Mayor and City Commissioners authorize the Mayor to sign the 51% Letter and grant application, when received, allowing the Police Department to apply for \$11,460 made available for the Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase tactical equipment?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the Mayor to sign the 51% Letter and grant application, when received, allowing the Police Department to apply for \$11,460 made available for the Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG) and accept funding to purchase tactical equipment.

Attachments:

1. Byrne Grant 51% Letter

Financial Impacts:

\$11,460 available to the Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG). No matching funds are required by the City.

Type of Item: Consent



Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

Chief of Police
Vincent L. Ogburn, Sr.

August 6, 2024

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Cody Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Ocoee Board of Commissioners approves the distribution of \$344,174.00 of Federal Fiscal Year 2023 Edward Byrne Memorial JAG Program funds for the following projects within Orange County:

<u>Subgranting/Implementing Agency</u>	<u>Project Purpose</u>	<u>Amount</u>
City of Apopka/Apopka Police Department	SRO and Community Policing Equipment	\$13,438.00
City of Belle Isle/Belle Isle Police Department	Vest and Equipment	\$10,000.00
Town of Eatonville/Eatonville Police Department	Technology and Safety Equipment Upgrade	\$10,000.00
City of Edgewood/Edgewood Police Department	Police Equipment Upgrade	\$10,000.00
City of Maitland/Maitland Police Department	K9 Program	\$10,000.00
Town of Oakland/Oakland Police Department	Safety Equipment and Technology	\$10,000.00
City of Ocoee/Ocoee Police Department	Tactical Equipment	\$11,460.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Forensics Rapid DNA Equipment	\$81,000.00
Orange County Board of Commissioners/Orange County Sheriff's Office	After-Hour Club Strike Team Equipment	\$21,379.90
Orange County Board of Commissioners/Orange County Sheriff's Office	Crime Analysis ArcGIS Modernization	\$73,188.10
City of Orlando/Orlando Police Department	Operational Enhancements	\$61,997.00

**Mayor**

Rusty Johnson

Commissioners

Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager

Robert D. Frank

Chief of Police

Vincent L. Ogburn, Sr.

Town of Windermere/Windermere Police Department	AEDs for Patrol Officers	\$10,000.00
City of Winter Garden/Winter Garden Police Department	Criminal Investigations Intelligence Enhancement	\$11,711.00
City of Winter Park/Winter Park Police Department	Tactical Training Enhancement	\$10,000.00
	Total	\$344,174.00

Sincerely,

Rusty Johnson
Mayor

STAFF REPORT

Meeting Date: August 6, 2024
Item #: 6

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval of Educational Affiliation Agreement with Lake Tech College. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department is seeking to renew a formal affiliation agreement with Lake Tech College (Lake Tech), which will allow personnel who are attending paramedic school the ability to complete their ride on the agency's rescue units and receive credit towards their education.

Issue:

Should the Honorable Mayor and City Commissioners approve and authorize the Mayor to enter into an affiliation agreement with Lake Tech to enable personnel to receive credit for paramedic clinical ride time?

Recommendations:

Staff recommends the Mayor and City Commissioners approve and authorize the Mayor to enter into the affiliation agreement with Lake Tech.

Attachments:

1. Educational Affiliation Agreement

Financial Impacts:

There is no financial impact caused by this Agreement.

Type of Item: Consent



Lake Technical College

**CONTRACTUAL AGREEMENT BETWEEN
LAKE TECHNICAL COLLEGE, INC.
AND
OCOEE FIRE DEPARTMENT**

I. PARTICIPATING INSTITUTIONS

This is an agreement between LAKE TECHNICAL COLLEGE, INC. of Lake County, Florida, (hereafter "LTC"), and OCOEE FIRE DEPARTMENT hereafter "Agency")

II. STATEMENT OF AGREEMENT

The Agency will accept students from Lake Technical College for supervised learning experiences in the care of patients in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT

1. The education of the student shall be the primary purpose of the training program.
2. LTC assumes full responsibility for the education of its students.
3. LTC shall be responsible for selecting learning experiences for the students with the assistance and cooperation of Agency personnel.
4. LTC agrees to comply with the established policies of the Agency and will require each faculty member and student to become acquainted with all pertinent Agency rules, regulations, and current policies affecting the Agency, its staff and its patients.

It will be the responsibility of the Agency's Administrator or designated representative to provide LTC with the above-mentioned rules, regulations, etc.

5. The Agency will assist in the educational process through the cooperation and assistance of Agency's personnel provided to the faculty of Lake Technical College.

IV. LAKE TECHNICAL COLLEGE RESPONSIBILITY

LTC will:

1. Maintain standards recommended in the Rules and Regulations consistent with the appropriate accrediting or program approval agency.
2. Employ qualified, competent and licensed faculty and be responsible for determining philosophy and objectives, developing the curriculum and maintaining a high-quality instructional program.
3. Select patient assignments and/or specific Agency experience areas in cooperation with Agency personnel.
4. Explain to Agency personnel the roles of the student within the specific occupation.
5. Provide to the Agency proof of current licensure of the school.
6. Provide to the Agency proof of current credentials of the faculty participating in the program.
6. Require the following of all students prior to clinical experience:
 - Criminal Background investigation;
 - Negative Drug Screen;
 - Health Screening: TB skin test or chest x-ray annually, proof of MMR immunity or vaccination, proof of tetanus, proof of Hepatitis immunity or vaccination or signed declination for immunization series;
 - CPR and First Aid certification.

V. THE AGENCY'S RESPONSIBILITY

Agency will:

1. Make available to faculty and students Agency facilities, equipment and clinical services for planned learning experience included in the program curriculum.
2. Share and assist in the responsibility for the guidance of students particularly in any restricted area.
3. Include members of the faculty of the Lake Technical College in Agency's staff meetings when policies to be discussed will affect or are related to school programs
4. The Agency will not hold the School responsible for the replacement of broken equipment when such damages are incurred during its normal use.
5. Retain accountability for quality of emergency medical services care.

VI. REQUEST FOR WITHDRAWAL OF STUDENT

The participating Agency can request the school to withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Administrator of said Agency, in accordance with the acceptable standards of performance.

LTC may at any time withdraw a student whose progress, conduct or work does not meet the standards of the School for continuation in the program.

Final action on the student is the responsibility of the School.

VII. REQUEST FOR WITHDRAWAL OF FACULTY

The participating Agency has the right to request LTC to withdraw any faculty member from its facility whose conduct or work with patients or personnel is not, in the opinion of the Administrator of said Agency, in accordance with acceptable standards of performance.

Final action on the faculty member is the responsibility of the LTC.

VIII. INDEMNIFICATION

This indemnification shall not be construed as a waiver of LTC's sovereign immunity. LTC's liability to pay a claim under this indemnification shall be capped in the same manner and to the same extent as LTC's liability to pay tort claims is capped pursuant to §768.28, Florida Statutes and judicial interpretation thereof. As authorized by §768.28(5), Florida Statutes, LTC agrees that the liability caps shall not apply to indemnification obligations which are within the limits of insurance coverage provided. Any persons making claims against LTC must comply with the procedures found in §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against LTC to only those damages caused by LTC's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

IX. DISCONTINUANCE OF AGREEMENT

If either party to this agreement wishes to withdraw, it is understood that at least thirty (30) days written notice shall be given by either participating party, provided that students currently enrolled in the program shall be permitted to complete the course.

X. RENEWAL OF AGREEMENT

This agreement shall remain in effect for a period of (2) two years unless canceled by either party in accordance with Section XI. The agreement will auto-renew on an annual basis unless otherwise requested in writing by either party. This agreement may be revised at any time by mutual written consent of all parties.

CONTRACTUAL AGREEMENT FOR EMT AND PARAMEDIC
OCOEE FIRE DEPARTMENT

Agency agrees to provide clinical experience for the Paramedic program as follows:

- A. Clinical and field internship experiences for the Paramedic include observation, assistance, and application of basic and advanced life support skills as outlined by the curriculum as deemed feasible by the Agency department director.
- B. Schedule: Students will be assigned for a minimum of 12 hours divided among the various Rescue Units providing advanced life support, not to exceed one student per unit.
- C. The students will be covered by Professional Liability Insurance through the School.

Agency agrees to provide experience for the EMT as follows:

- A. Clinical and field internship experiences for the Emergency Technician include observation, assistance and application of basic life support skills as outlined by the curriculum and as deemed feasible by the Agency department director.
- B. Schedule: Students will be assigned for a minimum of 8 hours divided among the various Rescue Units.
- C. The students will be covered by Professional Liability Insurance through the School.

XI. COPIES OF THIS AGREEMENT

Copies of this agreement shall be placed on file and be available to the following:

1. Florida Bureau of Emergency Medical Services
2. The State Department of Education
3. The Commission on Accreditation of Allied Health Education Programs
4. The Administrator of the Affiliating Health Care Agency
5. The Executive Director of the Lake Technical College

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: "OCOEE FIRE DEPARTMENT" through its Representative and the Lake Technical College, signing by and through its Director authorized to execute the same.

LAKE TECHNICAL COLLEGE, INC.
EUSTIS, FLORIDA

OCOEE FIRE DEPARTMENT


DeAnna Thomas, Executive Director

Agency Representative Signature

6/18/24

Date

Agency Representative Name

Agency Representative Title

Date

STAFF REPORT

Meeting Date: August 6, 2024
Item #: 7

Contact Name: CJ VanCamp
Contact Number: Ext. 2006

Department Director: Tom Smothers
City Manager: Robert Frank

Subject: Approval for the Renewal of a Facility Sublicense Agreement with Valencia College and the Ocoee Fire Department. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department (OFD) is seeking to renew a Facility Sublicense Agreement with Valencia College, effective October 1, 2024. This agreement allows OFD to use a portion of the facilities at Orange Technical College, which Valencia College operates under a license agreement with the School Board of Orange County, Florida. The agreement permits OFD to use the facility for fire training purposes. This use is nonexclusive, temporary, and revocable, and is subject to the terms of the agreement, as well as the license agreement between Valencia and the School Board. OFD is required to pay a fee of \$119.10 per firefighter employed to Valencia College annually by October 1st, which has been included in its 24/25 budget.

This agreement aims to support OFD's training needs while ensuring the facility's proper maintenance and compliance with legal requirements. It outlines the responsibilities and obligations of both parties, promoting a collaborative and efficient use of the training facilities. OFD has been utilizing and paying the annual fee for the training facilities under facility agreements for over twenty years. The agreement is set to expire on December 31, 2025, unless terminated earlier by mutual agreement or other specified conditions.

Issue:

Should the Honorable Mayor and City Commissioners approve and authorize the Mayor to renew the Facility Sublicense Agreement with Valencia College for OFD to use the facility for fire training purposes?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve and authorize the Mayor to renew the Facility Sublicense Agreement with Valencia College.

Attachments:

1. Ocoee Fire Department License Agreement

Financial Impacts:

The fire department has included the cost for the use of the training facility in its annual budget. The total cost will be \$8,100 for fiscal year 24/25.

Type of Item: Consent

FACILITY SUBLICENSE AGREEMENT

This **FACILITY SUBLICENSE AGREEMENT** (“**Agreement**”), is made effective as of this 01 day of October 2024 by and between the **OCOE FIRE DEPARTMENT**, whose address is 563 S. Bluford Ave., Ocoee, Florida, 34761, hereinafter referred to as “**Agency**”, and **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA**, a political subdivision of the State of Florida, whose address is 1800 South Kirkman Road, Orlando, Florida 32811, (“**Valencia**”).

WITNESSETH

WHEREAS, Valencia has entered into a license agreement (the “**License Agreement**”), attached to and incorporated herein as **Exhibit "A,"** with the School Board of Orange County, Florida, to use a portion of the facilities at Orange Technical College, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in **Exhibit “B”**, attached to and incorporated herein (the “**Facility**”) to operate or cause the operation of the Fire Rescue Institute at Valencia such Facility formerly used and operated solely by the Central Florida Fire Academy in accordance with a prior interlocal agreement; and

WHEREAS, Valencia wishes to grant a nonexclusive sublicense to Agency and give permission to Agency to enter onto the Facility and use the Facility for fire training purposes subject to and in accordance with this Agreement, the License, and the Interlocal Agreement, all as amended from time to time.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agency and Valencia hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Grant of Sublicense.**

(a) Subject to the terms and conditions of this Agreement, the License, and the Interlocal Agreement, all as amended from time to time, Valencia grants to Agency and its employees a temporary, nonexclusive and revocable sublicense to use the Facility, and parking spaces located on the Orange Technical College property outside of the Facility in numbers and locations as determined by Valencia, solely to use the Facility for fire training purposes on days and at times scheduled by Valencia throughout the Term. This Agreement creates a permissive use only and shall not operate to create or vest any real property rights in Agency.

(b) Agency may not grant sublicenses to third parties to use the Facility for any purpose.

(c) Agency's use of the Facility shall not unreasonably interfere with the School Board of Orange County's operation of Orange Technical College.

3. **Term.** Unless terminated earlier as provided by this Agreement or otherwise as agreed to in writing by the parties hereto, the term of this Agreement shall expire on December 31, 2025 (the "Term").

4. **Fees.** Agency shall pay the fees of \$119.10 per firefighter employed by Agency to Valencia by October 1st each year. Valencia must notify all agencies of any change of the fee by April 1st.

5. **Maintenance Responsibilities.**

(a) Except for parking spaces provided for Agency's use as part of the sublicense granted pursuant to the License Agreement between Valencia and the School Board, Agency shall, at no cost to Valencia, proportionately cause to be maintained the Facility as Valencia deems necessary and appropriate during the Term of this Agreement, including the performance of operations, maintenance and repairs to the Facility necessary to eliminate disruption to the School Board of Orange County's operation of Orange Technical College, except that Agency shall remediate a hazardous substance spill, release, or discharge on, in, under or from the Facility attributable solely to Agency's use of the Facility ("Hazardous Material Remediation") in a manner reasonably acceptable to Valencia.

(b) If Agency fails after twenty (20) business days' written notice to proceed with due diligence to perform, or cause to be performed, maintenance or to make repairs required for the specific purposes of Hazardous Material Remediation the same may be made by Valencia at the expense of Agency and the reasonable expenses thereof incurred by Valencia shall be paid to Valencia as additional fees within thirty (30) days after rendition of a bill or statement therefor. Agency hereby grants to Valencia the right to enter the Facility at reasonable times to perform such repairs upon not less than two (2) business days (except in cases of emergency) advance notice to Agency. Except in cases of emergency, Valencia agrees to make reasonable efforts to minimize any interference with Agency's operations caused by such entry and to coordinate such entry in advance with Agency's academic and training schedule.

(c) Agency is authorized to inspect the Facility prior to its use pursuant to this Agreement. Agency is aware, understands and agrees that the Facilities are sublicensed by Valencia to Agency in an "AS IS" condition without warranty or representation, express or implied, and the Agency hereby agreeing, acknowledging and affirming to Valencia that the Agency has had full opportunity to inspect, and accepts the Facilities in an "AS IS" condition. Agency understands and acknowledges that Valencia hereby expressly disclaims any and all warranties, whether express or implied, with respect to the Facilities, including without limitation, any warranty of habitability, warranty of merchantability, or warranty of fitness for a particular use. It is the Agency's intention to give up, waive, and relinquish all rights to assert any claim, demand, or lawsuit of any kind with respect to the condition of the Facilities, including without limitation the improvements, the real property, or the personal property sublicensed or otherwise provided for Agency's use hereunder. Valencia will not be required to make any repairs or pay any expenses concerning the operation and maintenance of the Facilities.

(d) Should there arise during the term of this Agreement the need for other than ordinary usual repairs, which would result in costs in excess of Valencia's budgeted expenses, and Valencia is unable or unwilling to provide for such repairs to restore the Facilities to a safe and usable condition, then either party may cancel this Agreement without further obligation to make such repairs or otherwise reconstruct the Facility. In the event this Agreement is cancelled pursuant to this subsection, neither party shall be required to be responsible for payment of the expenses.

6. Utilities. Agency's use of water and sewer, electricity, gas and all other applicable utilities shall be metered and billed by the utilities directly to Valencia. In the event any of these utility charges, as directly attributable to Agency's use of the Facility, such as an exorbitant amount of water usage for training drills, are billed to Valencia, Agency shall be obligated to reimburse the Valencia for these charges as billed to the Valencia. All such reimbursement payments shall be paid no later than thirty (30) days after the Valencia provides Agency written notice of all amounts due and copies of supporting invoices from the utility provider.

7. Indemnification and Insurance. The Parties hereby acknowledge that Agency is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and if and to the extent permitted by law, Agency shall be liable for all bodily injury and property damage attributable solely to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Under no circumstances shall Agency be liable to or for the negligent acts of Valencia or any person employed by Valencia or under the direction of Valencia. Neither party shall have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.29 of the Florida Statutes. The foregoing shall not constitute an agreement by the Agency to assume any liability for the acts, omissions and/or negligence of any third party. Valencia shall be named as additional insured or a loss payee on all policies of insurance that the Agency carries or is self-insured for with regard to worker's compensation, general liability, errors and omissions, administrative defense and automobiles. Upon request, Agency shall provide either a Certificate of Insurance evidencing such insurance or a Certificate of Self-insurance. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of a Party to be sued; or (iii) a waiver of sovereign immunity of a Party beyond the waiver provided in law.

8. Compliance with Laws, Regulations, and Policies. Valencia and Agency shall, to the extent applicable to each party's respective obligations hereunder, throughout the Term, promptly comply, or cause compliance, with all laws and ordinances and the orders, rules, regulations and requirements (individually and collectively, the "Legal Requirements") of all federal, state, county and municipal governments and appropriate departments, commissions, boards subdivisions, and officers thereof (individually and collectively, the "Governmental Authorities"), and with requirements of the State Fire Marshal which may be applicable to the Facility, or the use or manner of use thereof.

9. Hazardous Materials.

(a) Agency agrees to refrain, and to prevent its employees and contractors from bringing any Hazardous Materials onto the Facility in violation of any Legal Requirement. Agency hereby covenants and agrees, subject to the provisions of Florida Statutes §768.28 and without

waiving any sovereign immunity, to indemnify, defend and hold Valencia harmless, if and only to the extent permitted by law, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any Hazardous Materials in, on or about the Facility at any time resulting from the acts or omissions of Agency, its employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above, if and only to the extent permitted by law, shall specifically cover any investigation, monitoring and remediation costs. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

(b) In the event, during the term of this Agreement, there is a spill, release, or other discharge of any hazardous substance on, in, under, or from the Facility, then, in addition to the provisions of any of the Legal Requirements requiring notice of such spill, release or other discharge, Agency shall immediately notify Valencia of such spill, release, or other discharge. Such notification shall be made by telephone and in writing, and, as soon as possible after such spill, release, or other discharge, Agency shall also provide a written follow-up notice providing Valencia with complete information concerning such spill, release or other discharge.

(c) For the purposes of this License, "hazardous substances or materials" shall mean (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, *et. seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

(d) Agency will immediately notify Valencia, and provide copies upon Agency's receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices alleging a spill, release, or discharge of any hazardous substance on, in, under, or from the Facility by Agency, employee, or independent contractor of the Agency during the term of this Agreement, or any extension thereof. To the extent specifically required by any of the other provisions of this Agreement, Agency shall promptly resolve any of those actions and proceedings to the satisfaction of Valencia

10. Notices. All notices required under this Agreement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission or United States mail, first class postage prepaid, addressed as follows (or to any such other address or office as either party may designate in writing).

Agency:	City of Ocoee Fire Department
Copy to:	City of Ocoee Fire Department 563 S. Bluford Ave, Ocoee, Florida 34761 Attention: Fire Chief Tom Smothers Telephone: (407) 905 - 3140

Valencia: Valencia College
1800 S. Kirkman Rd. Orlando, Florida 32811
Attention: Dr. Kathleen Plinske, President
Telephone: (407) 582-3400

Copy to: Valencia College
1800 S. Kirkman Rd. Orlando, Florida 32811
Attention: William J. Mallowney, Esq., Vice President of Policy and
General Counsel
Telephone: (407) 582-3411

11. Default/Termination. This Agreement may be terminated by either party and be of no further force and effect, immediately upon the occurrence of any of the following events:

- (a). Failure of Agency to provide to Valencia in a timely manner fees as mutually agreed upon, or
- (b). Upon no less than ninety (90) days written notice stating the party's intent not to participate in or otherwise to terminate the Agreement for any reason whatsoever, or
- (c). Immediately upon written notice of termination for the reasons provided in Section 5. (d) relating to other than ordinary and usual repairs for which Valencia is unable or unwilling to provide, or
- (c). Failure of any party to observe, perform or comply with any of the material terms, covenants or conditions of this Agreement, or
- (d). Failure of the State of Florida to appropriate the funds necessary to operate the Facility or Institute, or
- (e). The Interlocal Agreement is terminated, Agency ceases to participate in the Interlocal Agreement, the Facility is rendered substantially inoperable by any cause or for any reason, or Valencia's License Agreement with the School Board of Orange County is terminated.

To the extent permitted by Federal and State Law, neither party shall be liable, whether contractually or in tort, for any consequential, special or indirect damages arising out of or in connection with this Agreement.

12. Miscellaneous Provisions.

(a) No Other Parties. This Agreement is solely for the benefit of the parties executing this Agreement and no rights are intended, nor shall any rights accrue, to any third party. Valencia shall not have the right to assign this Agreement, but may grant written, nonexclusive sublicenses to third parties to use the Facility as described herein.

(b) Assignments and Sublicenses. Valencia may issue nonexclusive sublicenses to other agencies, containing the same substantive terms and conditions as set forth herein.

(c) Binding on Successors. This Agreement shall run with the land and be binding on the parties, their successors and assigns and upon all entities operating for or on behalf of the parties to this Agreement.

(d) Governing Law. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida, with venue in Orange County, Florida.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all previous discussions, understandings and agreements with respect to those matters.

(f) Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

(g) Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

(h) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and, when taken together, shall constitute one and the same agreement.

(i) Enforcement and Attorney's Fees. Any litigation arising out of this Agreement shall take place in the Circuit Court for Orange County, Florida and the prevailing party will be entitled to recover its reasonable attorney's fees and costs at trial and any and all appeals from the non-prevailing party.

(j) Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, Agency and Valencia have caused this Agreement to be executed on the respective dates set forth below.

“AGENCY”:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.**
Approved as to form and legality
this ____ day of _____, 20__.

**APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD
ON _____, 20__ UNDER
AGENDA ITEM NO. ____.**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

Signature of Notary

Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal): _____
Commission expires (if not legible on seal): _____

“VALENCIA”

THE DISTRICT BOARD OF TRUSTEES
OF VALENCIA COLLEGE, FLORIDA

By: _____
Printed Name: _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of Valencia Community College, who produced _____ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

ORANGE TECHNICAL COLLEGE FACILITIES and Eric Olson Bus Compound

Lots 36 and 45 and the West 2/3 of Lots 35 and 46, The McKoy Land Company Subdivision of Section 21, Township 23 South, Range 29 East, according to the plat thereof as recorded in Plat Book F, Page 48, Public Records of Orange County, Florida;

AND

The Northwest ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

The West 2/3 of the Northeast ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

Block .A. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida as vacated by Resolution recorded in Book 3810, Page 3501;

AND

Block .B. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida.

Together With vacated road vacated by Certificate recorded September 19, 1958 in Book 428, Page 30, if any, lying within the Southwest ¼ of Section 21, Township, 23 South, Range 29 East, Orange County, Florida and east of John Young Parkway right-of-way;

And Together With vacated road vacated by Certificate recorded April 19, 1963 in Book 1189, Page 492 as is contained within the above-described property;

And Together With vacated road vacated by Certificate recorded July 7, 1967 in Book 1647, Page 571 and corrective Certificate recorded August 8, 1967 in Book 1655, Page 1002, if any, lying east of John Young Parkway right-of-way and west of the above-described property.

Less and Except rights-of-way on north and west in Deed Book 554, Page 410, Book 234, Page 448, Book 1256, Page 26, and Book 4262, Page 1155

All lying west of the right-of-way of Chancellor Drive as established in Right-of-Way Deed recorded in Book 2639, Page 495.

EXHIBIT “B”

PORTION OF ORANGE TECHNICAL COLLEGE FACILITIES OCCUPIED BY VALENCIA TO OPERATE A FIRE TRAINING FACILITY

The area identified as being located within the fenced-in area at the property known as Orange Technical College which area shall include the following facilities and their approximate square footage:

- TOWER
- APPARATUS BAY
- BURN BUILDING
- SIX (6) PORTABLES (4 CLASSROOM, 1 OFFICE AND 1 EQUIPMENT)

In addition, there shall be sufficient sections of parking identified by mutual agreement of the parties to provide parking for the benefit and use of Valencia which shall not impact the School Board's use and operations of Orange Technical College. To the extent feasible, sufficient signage shall be provided to identify the areas of parking designated for Valencia's use.

STAFF REPORT

Meeting Date: August 6, 2024
Item #: 8

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Utilities Easement Agreement for Bluford Warehouse & Office aka U.S. Aluminum. (Development Engineer Keaton)

Background Summary:

As part of the Bluford Warehouse & Office (aka U.S. Aluminum) project located at 626 S. Bluford Avenue, potable and reclaimed water services were installed to provide domestic and irrigation services for the project. Additionally, a fire service was installed to provide fire protection for the project. As a condition of the Small-Scale Site Plan approval, the Development agreed to provide utility easements for the public portion of the utility services, allowing the City to operate and maintain its public utilities. See the attached utility easement document.

Issue:

Should the Honorable Mayor and City Commissioners accept the Utility Easement as provided by Bluford Warehouse & Office, aka U.S. Aluminum?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners accept and authorize the Mayor to execute the Utility Easement for the Bluford Warehouse & Office, aka U.S. Aluminum Development.

Attachments:

1. Utility Easement - Bluford Warehouse & Office aka US Aluminum Inc

Financial Impacts:

None

Type of Item: Consent

PREPARED BY:
Scott Johnston
Mikele Site Development, LLC
4210 LB McLeod Road, Suite 101
Orlando, FL 32811

UTILITIES EASEMENT

THIS UTILITIES EASEMENT (the "**Easement**") is made this ____ day of _____, 2024, by **U.S. ALUMINUM, INC.**, a Florida for-profit corporation, having a mailing address of 2211 Washington St, Orlando, Florida 32805 ("**GRANTOR**"), in favor of **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("**GRANTEE**").

WITNESSETH:

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to GRANTEE a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as GRANTEE deems necessary, a water meter, pipes, and related appurtenances (the "**Utility Improvements**") under and across that certain easement area more particularly described and depicted in the attached **Exhibit "A"** (the "**Easement Area**").

TO HAVE AND TO HOLD said Easement onto GRANTEE and its assigns forever, subject to all matters of record.

GRANTOR AGREES not to build, construct, install or create, nor permit others to build, construct, install or create landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10) feet of the Utility Improvements.

GRANTEE shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation and maintenance of the Easement. GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to GRANTEE'S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede the GRANTEE'S ability to maintain or repair the Utility Improvements shall be restored at GRANTOR'S expense.

This Easement shall inure to the benefit and burden of both GRANTOR and GRANTEE, their successors and assigns.

GRANTEE may at times increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Easement right-of-way, or modify the size of existing water meters, pipes or other facilities as it may determine in its sole discretion from

time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

IN WITNESS WHEREOF, GRANTOR has caused this Easement to be executed in its name on the day and year first above written.

WITNESSES:

Witness #1

Cathy Cartwell

Signature of Witness #1

Cathy Cartwell

Print Name of Witness #1

4210 LB McLeod Rd Suite 101
Orlando, FL 32811

Print Address of Witness #1

Witness #2

DAVID CAMARA

Signature of Witness #2

[Signature]

Print Name of Witness #2

4210 LB McLeod Rd Suite 101
Orlando, FL 32811

Print Address of Witness #2

GRANTOR:

U.S. ALUMINUM, INC, a Florida for-profit corporation

By: U.S. Aluminum, Inc, a Florida for-profit, its Manager

By: [Signature]

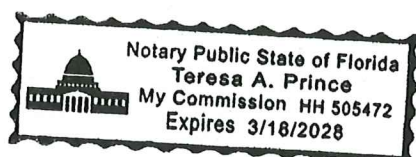
Thiago Davila,
Vice-President

Date: 06/18/2024

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of June, 2024 by **THIAGO DAVILA**, as Vice-President of U.S. ALUMINUM, INC, a Florida for-profit corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.



Print Name: Teresa Prince
Notary Public, State of Florida
Commission No.: HH50572
My commission expires: 3-18-28

GRANTEE:

CITY OF OCOEE, FLORIDA

Signed, sealed and delivered in the
Presence of:

By: _____

By: _____
Rusty Johnson, Mayor

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.**
Approved as to form and legality
this ____ day of _____, 20__.

**APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD
ON _____, 20__ UNDER
AGENDA ITEM NO. ____.**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or
☐ online notarization, an officer duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**,
personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF
OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence
of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said
municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 2024.

Signature of Notary

Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal): _____
Commission expires (if not legible on seal): _____

EXHIBIT "A"

EASEMENT AREA

Sheet 1 of 2

Sketch of Description

Legal Description:

A PORTION OF THE WEST 1/2 OF LOT 40, BLOCK 4, TOWN OF OCOEE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGES 100 AND 101, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE WEST 1/2 OF LOT 40, BLOCK 4, TOWN OF OCOEE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGES 100 AND 101, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,

THENCE RUN, SOUTH 00°34'16" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SOUTH BLUFORD AVENUE, A DISTANCE OF 69.73 FEET TO THE POINT OF BEGINNING; THENCE RUN, NORTH 89°25'44" EAST A DISTANCE OF 15.00' FEET; THENCE RUN, PARALLEL TO THE AFOREMENTIONED RIGHT OF WAY LINE OF BLUFORD AVENUE SOUTH 00°34'16" EAST A DISTANCE OF 15.00 FEET; THENCE RUN, SOUTH 89°25'44" WEST A DISTANCE OF 15.00 FEET TO A POINT ON THE SAID EAST RIGHT OF WAY LINE OF SOUTH BLUFORD AVENUE; THENCE RUN, ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°34'16" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 225 SQ. FT. OR 0.005 ACRES ±.

SAID LAND SITUATED, LYING AND BEING IN ORANGE COUNTY, FL.

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE A UTILITY EASEMENT.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 06-13-24
Drawn By: ADS
Approved By: PKI
Field: 06-11-24

Sketch and Description Certified To:

UDH CONTRACTORS

**Ireland & Associates
Surveying, Inc.**

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Notes:
>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainedfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-			
C	- Calculated	PC	- Point of Curvature
E	- Centerline	Pp	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P O B	- Point of Beginning
Conc.	- Concrete	P O L	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Find.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	X	- Chain Link Fence
P.F.	- Plat Book		

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, based on Information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 61-17.002 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.


Patrick K. Ireland, License No. 6637, LB 7623
Date Signed: 06-13-24
This Sketch is Intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-103443

Sketch of Description



NOT to Scale

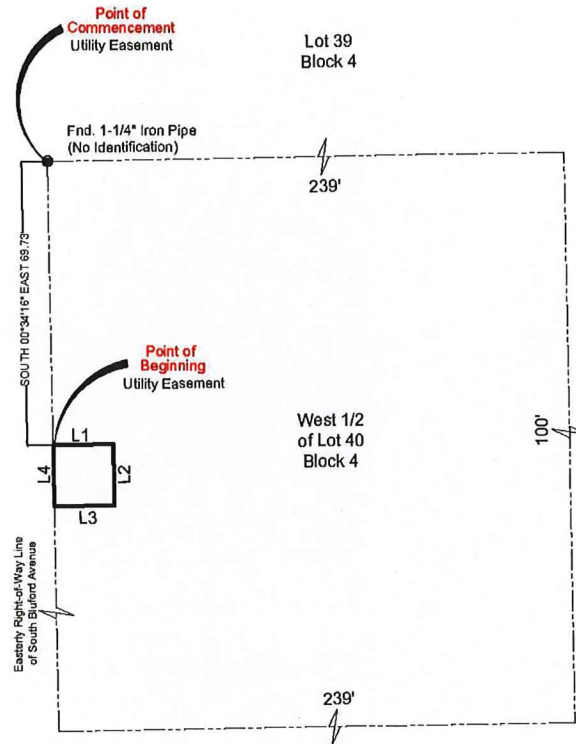
This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.iirelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

(Variable Width Right-of-Way)
Platted As: **Blurford Avenue**
Known As: **South Blurford Avenue**
(Asphalt Road)



L1
NORTH 89°25'44" EAST 15.00'
L2
SOUTH 00°34'16" EAST 15.00'
L3
SOUTH 89°25'44" WEST 15.00'
L4
NORTH 00°34'16" WEST 15.00'

File No. IS-103443

STAFF REPORT

Meeting Date: August 6, 2024
Item #: 9

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Magnolia Reserve Townhomes. (Development Engineer Keaton)

Background Summary:

Magnolia Reserve Townhomes property is located in Commission District 1, on the south side of Desert Candle Dr., east of Renaissance Charter School, adjacent to the Greens at Forest Lake Subdivision. The developer has completed construction of the infrastructure improvements for the subdivision and has requested a Certificate of Completion. The infrastructure improvements include the potable water, sanitary sewer, reclaimed water, utilities, the roadways, stormwater collection system, perimeter wall/fencing, and associated landscaping. The developer has one punch list repair that should be completed in the next week, then the developer will be ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer is required to furnish the City with a Surety to cover any possible damages discovered during the next two years. Should the developer not choose to make those repairs, Magnolia Reserve Project I, LLC, has provided the City with a Letter of Credit in the amount of 10% of the constructed improvements. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 from the Land Development Code) acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

Issue:

Should the City accept the Surety as provided by Magnolia Reserve Project I, LLC, for the two-year warranty for Magnolia Reserve Townhomes and execute the Maintenance, Materials, and Workmanship Agreement; and should the City accept the Surety as provided by Magnolia Reserve Project I, LLC for the Maintenance, Materials, and Workmanship Agreement for Magnolia Reserve Townhomes?

Recommendations:

The Development Services Department recommends the Honorable Mayor and Commissioners approve the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement with Magnolia Reserve Project I, LLC, for Magnolia Reserve Townhomes.

Attachments:

1. Magnolia Reserve MMW Agreement - 2 Year
2. Magnolia Reserve Maintenance Agreement- Letter of Credit

Financial Impacts:

There are no financial impacts to the City in accepting this two-year warranty Surety.

Type of Item: Consent

**MAINTENANCE, MATERIALS, AND
WORKMANSHIP AGREEMENT WITH LETTER OF CREDIT**

MAGNOLIA RESERVE TOWNHOMES

THIS MAINTENANCE, MATERIALS, AND WORKMANSHIP AGREEMENT (this “Agreement”) is entered into this _____ day of _____, 2024, by **MAGNOLIA RESERVE PROJECT I, LLC**, a Florida Limited Liability Company (the “Developer”) and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Ave, Ocoee, Florida 34761 (the “City”).

W I T N E S S E T H:

WHEREAS, Developer, or its predecessor-in-interest or its predecessor-in title, has developed and/or constructed a subdivision known as Magnolia Reserve (the “Subdivision”) and in connection therewith has installed with the approval of the City certain roads, streets, sewer, water and reuse systems, drainage facilities (including retention and detention ponds), and/or other improvements (collectively, the “Improvements”) under the provisions, conditions, and requirements of the City’s Subdivision Regulations and the following Final Subdivision Plan (or Preliminary/Final Subdivision Plan) approval by granted the Ocoee City Commission on October 23rd, 2023: Final Subdivision Plans for Magnolia Reserve Townhomes (FKA Issak Malka Property); and

WHEREAS, the Subdivision is located within certain real property located in the City of Ocoee, Orange County, Florida, as more fully described in the attached **Exhibit “A”** which exhibit is incorporated herein by this reference (the “Property”); and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City’s Land Development Code, Developer is required to guaranty the maintenance, materials, and workmanship of the Improvements within the Subdivision; and

WHEREAS, in order to obtain the issuance of a Certificate of Completion with respect to the Improvements, the Developer desires to guaranty such maintenance, materials, and workmanship by having Fifth Third Bank, N.A. (the “Bank”) (or such other bank as may be acceptable to the City) establish an Irrevocable Standby Letter of Credit in favor of the City in substantially the form attached hereto as **Exhibit “B”** and by this reference made a part hereof (“Letter of Credit”).

NOW THEREFORE, the parties agree as follows:

SECTION ONE: Establishment of Letter of Credit.

Developer does hereby agree to have Bank establish the Letter of Credit in favor of the City in the amount of FIFTY-EIGHT THOUSAND FIVE HUNDRED NINETY-NINE AND 7/100 DOLLARS (\$58,599.07) to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements and the other obligations of the Developer under this

Agreement. The Letter of Credit shall be established and drawn upon only in accordance with the terms of the Letter of Credit and this Agreement.

SECTION TWO: 2-Year Warranty Period.

For a period of two (2) years from the date of issuance of the Certificate of Completion (the "Warranty Period"), the Developer shall maintain the Improvements in a first class condition and shall repair, correct and/or cure any Deficiency (as defined in Section 3 below) within thirty (30) days of receipt of written notice of a Deficiency from the City. The Developer shall pay any and all costs or expenses incidental to the performance of any such work. The City may provide notices of a Deficiency from time to time during the Warranty Period.

SECTION THREE: City's Right to Draw on Letter of Credit.

If at any time during the Warranty Period, the City notifies Developer in writing (i) that the Improvements have not been maintained in a first class condition, (ii) that paving or other structures within the Subdivision have been found by the City to not be in compliance with the Subdivision approval, and/or (iii) that there is a deficiency or fault in the materials, workmanship, or structural integrity of the Improvements which has been found by the City to not be in compliance with the Subdivision approval (collectively, a "Deficiency") and Developer fails to repair, correct and/or cure such Deficiency to the satisfaction of the City within thirty (30) days from receipt of the notice thereof as set forth in Section 2 above, then the City may draw upon the Letter of Credit without further notice to Developer in order to establish a cash escrow for the performance of the Developer's obligations under this Agreement (the "Cash Escrow").

Additionally, the City may draw on the Letter of Credit in order to establish a Cash Escrow in such amounts as the City deems necessary or appropriate (a) in the event of a default by Developer under this Agreement, and/or (b) as provided for in the Letter of Credit.

SECTION FOUR: Term of Letter of Credit.

The Letter of Credit shall be for a term of no less than two (2) years and one (1) month from the date of issuance of the Certificate of Completion. Notwithstanding anything contained in Section 3 above, in the event the City has notified Developer of a Deficiency as provided above, then the term of this Agreement shall continue and the term of the Letter of Credit shall be extended until such Deficiency is corrected. If the City has provided a notice of Deficiency which has not been repaired, corrected and/or cured within thirty (30) days from the date the Letter of Credit (or any extension or replacement thereof) is scheduled to expire, then the City may draw on the Letter of Credit and establish a Cash Escrow for the performance of the Developer's obligations under this Agreement.

SECTION FIVE: City's Use of Funds Drawn on Letter of Credit.

Unless otherwise mutually agreed to by City and Developer, the funds available through the Letter of Credit and any Cash Escrow established under this Agreement shall be used by the City only (a) to repair, correct and/or cure any Deficiency, (b) to cure a breach by Developer of its obligations under this Agreement, and/or (c) to pay for reasonable administrative expenses

and attorneys' fees and costs incurred by the City in exercising or otherwise enforcing its rights under this Agreement and Letter of Credit.

If the Developer fails or refuses to undertake the repair, correction and/or cure of any Deficiency, then the City may, but shall not be obligated to, undertake such repair, correction and/or cure any Deficiency, the cost of which shall be paid for out of the Letter of Credit and any Cash Escrow established pursuant to this Agreement. In the event the City undertakes any such repair, correction and/or cure, then the City shall be entitled to retain an administrative fee in the amount of two percent (2%) of the cost thereof and shall also be entitled to reimbursement of all costs and expenses incurred by the City in undertaking such action, including but not limited to its legal fees and costs. The City may use third party contractors to perform any such corrective actions.

SECTION SIX: Right of Entry for Corrective Activities.

In the event the City undertakes to repair, correct and/or cure any Deficiency, then in such event the Developer hereby grants to the City and its employees, contractors and representatives, the right to enter upon the Property and the Improvements for the purpose of performing any such repair, correction, and/or cure.

SECTION SEVEN: No Obligation of City to Undertake Repairs or Advance Funds.

Nothing contained herein shall be construed to in any way obligate the City to (i) advance City funds for any purpose on behalf of the Developer, or (ii) to undertake the repair, correction and/or cure of any Deficiency. Further, the City shall have no liability to the Developer or any third parties with respect to any corrective actions undertaken by the City.

SECTION EIGHT: Excess Funds.

In the event that the City draws on the Letter of Credit and establishes the Cash Escrow, then any excess funds shall be returned to the Developer after any and all of the Deficiencies have been repaired, corrected and cured to the satisfaction of the City and after the payment from the Cash Escrow of all obligations of the Developer under this Agreement.

SECTION NINE: Continued Applicability of Subdivision Regulations.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SECTION TEN: Construction.

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

DEVELOPER:

By: 
Print Name: Aaron R. Matson
Title: Manager

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

(SEAL)

CITY:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: _____
Rusty Johnson, Mayor

FOR THE USE AND RELIANCE BY THE
CITY OF OCOEE ONLY. APPROVED
AS TO FORM AND LEGALITY
this _____ day of _____,
_____, 20____.

FISHBACK DOMINICK

By: _____
City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 20____
UNDER AGENDA ITEM NO. _____

EXHIBIT "A"

(Legal Description of Real Property Constituting the Subdivision)

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 04°07'23" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 FOR A DISTANCE OF 30.02 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF ORANGE TRAILSIDE WAY (FORMERLY KNOWN AS WEST ROAD), ACCORDING TO PLAT BOOK 102, PAGES 9 THROUGH 14 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°07'18" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 400.00 FEET TO THE WESTERLY LINE OF GREENS AT FOREST LAKE – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 9 THROUGH 14 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 04°08'50" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 550.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF DESERT CANDLE DRIVE, ACCORDING TO PLAT BOOK 102, PAGES 9 THROUGH 14 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 86°58'31" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 400.00 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE WITH THE EAST RIGHT OF WAY LINE OF WEST ORANGE TRAIL, ACCORDING TO OFFICIAL RECORDS BOOK 4938, PAGE 4527 OF SAID PUBLIC RECORDS, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 04°07'23" WEST ALONG SAID EAST RIGHT OF WAY LINE AND WEST LINE FOR A DISTANCE OF 558.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5.08 ACRES, MORE OR LESS

EXHIBIT "B"

FORM OF LETTER OF CREDIT

(See Following Page)



FIFTH THIRD BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S510975 PAGE 1

SUBDIVISION NAME/PHASE: MAGNOLIA RESERVE

AMENDMENT NUMBER: 001

DATE OF AMENDMENT: JULY 22, 2024

ISSUER:

FIFTH THIRD BANK, N.A.
5050 KINGSLEY DRIVE, MD 1MOCBR
CINCINNATI, OH 45263

APPLICANT:

MAGNOLIA RESERVE PROJECT I LLC
3601 RIGBY ROAD, SUITE 300
MIAMISBURG, OH 45342

BENEFICIARY:

CITY OF OCOEE
ATTN: CITY ENGINEER
1 N. BLUFORD AVE.
OCOEE, FL 34761



RE: OUR IRREVOCABLE LETTER OF CREDIT NO. S510975 ISSUED ON JULY 16, 2024

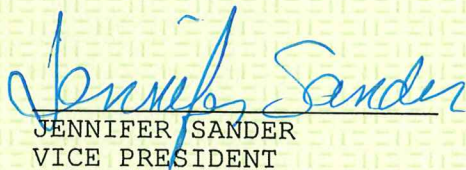
PLEASE AMEND THE ABOVE AS FOLLOWS:

EXPIRATION DATE IS NOW AMENDED TO READ AUGUST 06, 2026

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED, INCLUDING THE AUTOMATIC EXTENSION PROVISION.

REGARDS,


JULIE BARTLETT
OFFICER


JENNIFER SANDER
VICE PRESIDENT



FIFTH THIRD BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S510975 PAGE 1

SUBDIVISION NAME/PHASE: MAGNOLIA RESERVE

ISSUER:

FIFTH THIRD BANK, N.A.
5050 KINGSLEY DRIVE, MD 1MOCBR
CINCINNATI, OH 45263

APPLICANT:

MAGNOLIA RESERVE PROJECT I LLC
3601 RIGBY ROAD, SUITE 300
MIAMISBURG, OH 45342

BENEFICIARY:

CITY OF OCOEE
ATTN: CITY ENGINEER
1 N. BLUFORD AVE.
OCOEE, FL 34761

LETTER OF CREDIT NO: S510975
ISSUE DATE: JULY 16, 2024
EXPIRATION DATE: JULY 16, 2026
EXPIRATION PLACE: AT OUR COUNTERS
AMOUNT: 58,599.07 USD FIFTY EIGHT THOUSAND FIVE HUNDRED NINETY NINE 07/100

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT S510975, IN FAVOR OF CITY OF OCOEE, A FLORIDA MUNICIPAL CORPORATION, AND AUTHORIZE YOU TO DRAW ON FIFTH THIRD BANK, N.A. (THE "BANK"), AT 5050 KINGSLEY DRIVE, MD 1MOCBR, ATTN: TRADE SERVICES, CINCINNATI, OH 45263 BY ORDER OF MAGNOLIA RESERVE PROJECT I LLC, UP TO BUT NOT EXCEEDING THE AGGREGATE AMOUNT OF FIFTY EIGHT THOUSAND FIVE HUNDRED NINETY NINE 07/100 DOLLARS (\$58,599.07), IN UNITED STATES FUNDS, WHICH IS AVAILABLE BY YOUR DRAFT AT SIGHT, WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY ONE OF THE FOLLOWING DOCUMENTS:

1. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER OR AUTHORIZED REPRESENTATIVE TO THE EFFECT THAT THE CITY IS ENTITLED TO DRAW UPON THE LETTER OF CREDIT PURSUANT TO THE TERMS OF THAT CERTAIN MAINTENANCE, MATERIALS AND WORKMANSHIP AGREEMENT BETWEEN THE CITY AND APPLICANT WITH RESPECT TO THE FOLLOWING



FIFTH THIRD BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S510975 PAGE 2

SUBDIVISION: MAGNOLIA RESERVE; OR

2. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER OR AUTHORIZED REPRESENTATIVE TO THE EFFECT THAT THE PERFORMANCE OF APPLICANT'S OBLIGATION UNDER THE MAINTENANCE, MATERIALS AND WORKMANSHIP AGREEMENT HAS NOT BEEN COMPLETED YET AND THE LETTER OF CREDIT WILL EXPIRE WITHIN 30 DAYS FROM THE DATE OF THE DRAWING WITHOUT BEING EXTENDED OR REPLACED TO THE CITY'S SATISFACTION; OR

3. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER OR AUTHORIZED REPRESENTATIVE TO THE EFFECT THAT FIFTH THIRD BANK, N.A. HAS LOST ITS DESIGNATION AS A "QUALIFIED PUBLIC DEPOSITORY" PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT HAS NOT BEEN RECEIVED; OR

4. A STATEMENT PURPORTEDLY SIGNED BY THE MAYOR, CITY MANAGER, OR AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO APPLICANT'S FAILURE TO REPAIR, CORRECT AND/OR CURE A "DEFICIENCY" AS THAT TERM IS DEFINED IN THAT CERTAIN MAINTENANCE, MATERIALS AND WORKMANSHIP AGREEMENT BETWEEN THE CITY AND APPLICANT WITH RESPECT TO THE FOLLOWING SUBDIVISION: MAGNOLIA RESERVE.

THIS LETTER OF CREDIT SHALL BE DEEMED IN FORCE UNTIL JULY 16, 2026, AND WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL PERIODS OF ONE YEAR UNLESS ISSUER SENDS NOTICE TO THE CITY MANAGER OF THE CITY OF OCOEE AT THE ABOVE-STATED ADDRESS BY CERTIFIED MAIL, COURIER, OR OTHER RECEIPTED MEANS OF DELIVERY AT LEAST NINETY (90) DAYS PRIOR TO THE THEN-CURRENT EXPIRATION DATE THAT ISSUER ELECTS NOT TO EXTEND THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT S510975 OF FIFTH THIRD BANK, N.A., DATED JULY 16, 2024."

THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING A PARTIAL DRAW OR DRAWS SO LONG AS A SUM REMAINS TO BE DRAWN OR UNTIL THE LETTER OF CREDIT HAS EXPIRED.

EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR



FIFTH THIRD BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S510975 PAGE 3

AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT REFERENCED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION ON OR BEFORE THE EXPIRATION DATE AT FIFTH THIRD BANK, N.A., TRADE SERVICES, 5050 KINGSLEY DRIVE, MD 1MOCBR, CINCINNATI, OH 45263. PAYMENT AGAINST A COMPLYING PRESENTATION SHALL BE MADE BY WIRE TRANSFER TO A DULY REQUESTED ACCOUNT OF THE BENEFICIARY.

PRESENTATION OF A DEMAND UNDER THIS LETTER OF CREDIT MAY BE MADE ON OR PRIOR TO THE THEN CURRENT EXPIRATION DATE HEREOF BY HAND DELIVERY, COURIER SERVICE, REGISTERED OR CERTIFIED MAIL, OVERNIGHT MAIL, OR FACSIMILE. PRESENTATION OF A DEMAND UNDER THIS LETTER OF CREDIT BY FACSIMILE TRANSMISSION SHALL BE BY TRANSMISSION OF THE ABOVE REQUIRED DEMAND ON US TO OUR FACSIMILE NUMBER 513-358-5950 ATTENTION: TRADE SERVICES WITH TELEPHONIC CONFIRMATION OF OUR RECEIPT OF SUCH FACSIMILE TRANSMISSION AT OUR TELEPHONE NUMBER 513-358-5229 (OR AT SUCH OTHER FACSIMILE AND / OR TELEPHONE NUMBERS AS WE MAY SEND NOTICE TO YOU IN WRITING BY U.S. MAIL OR COURIER SERVICE, AS BEING THE APPLICABLE SUCH NUMBERS) ON OR BEFORE THE THEN CURRENT EXPIRATION DATE. ANY SUCH FACSIMILE PRESENTATION SHALL BE CONSIDERED AN ORIGINAL DOCUMENT AND ANY ORIGINAL DOCUMENTS DELIVERED TO THE BANK SHALL BE RETURNED TO THE SENDER AND WILL NOT BE EXAMINED. FIFTH THIRD BANK, N.A. SHALL BE UNDER NO OBLIGATION TO ASCERTAIN THE IDENTITY OR AUTHORITY OF ANY PERSON MAKING SUCH FACSIMILE PRESENTATION.

IN THE EVENT THIS STANDBY IS NO LONGER REQUIRED, THIS ORIGINAL STANDBY AND ALL ORIGINAL AMENDMENTS, IF ANY, MUST BE RETURNED TO ISSUER AT THE PLACE FOR PRESENTATION TOGETHER WITH A SIGNED LETTER ON BENEFICIARY'S LETTERHEAD ADDRESSED TO ISSUER EXPRESSLY AUTHORIZING CANCELLATION.

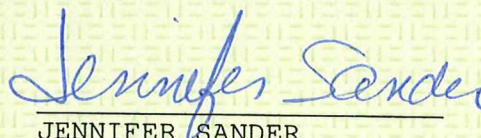


FIFTH THIRD BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S510975 PAGE 4

THIS LETTER OF CREDIT IS SUBJECT TO THE "INTERNATIONAL STANDBY PRACTICES (ISP98)", INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND AS TO MATTERS NOT GOVERNED BY ISP98, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE "INTERNATIONAL STANDBY PRACTICES (ISP98)", AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.


JULIE BARTLETT
OFFICER


JENNIFER SANDER
VICE PRESIDENT





Meeting Date: August 6, 2024
Item #: 10

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

**Subject: Approval of Correction on Workshop Date for FY 2024/2025 Budget Process.
(Finance Director Roberts)**

Background Summary:

Workshops are held during August for staff and the commission to discuss the proposed budget for the upcoming fiscal year. Public hearings are required by the TRIM Act in September, serving as a mechanism to notify the citizens of the proposed budget and allow the opportunity for their comments.

At the meeting of July 16, 2024, the Commission approved the workshop and hearing dates for the FY2024/2025 budget process. However, due to a typographical error, the first workshop was incorrectly listed as August 8, 2024. The correct date is August 12, 2024, at 6:00 p.m.

Issue:

The TRIM Act has specific time frames for scheduling and holding the required hearings. The hearing dates cannot conflict with Orange County (9/05 and 9/19) or Orange County School Board (9/10) hearing dates.

Recommendations: Potential dates for the budget workshops and hearings are restrictive due to the timing of the holiday and vacation schedules. Staff recommends the Honorable Mayor and City Commissioners approve the following dates for the August budget workshops:

August 12th and 28th

Attachments:

None

Financial Impacts:

Decisions resulting from the workshops and hearings will establish the operating budget for fiscal year 2024/2025.

Type of Item: Consent



Meeting Date: August 6, 2024
Item #: 11

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of School Justice Partnership Agreement with Orange County Public Schools. (Police Chief Ogburn)

Background Summary:

A School Justice Partnership agreement is a collaborative effort between educational institutions, law enforcement agencies, and judicial systems to reduce student involvement with the criminal justice system. The development of this agreement is driven by the desire to create a more supportive and inclusive school environment. By implementing restorative justice practices, promoting positive behavioral interventions, and fostering collaboration between schools, law enforcement, and community organizations, School Justice Partnership Agreements aim to keep students engaged in their education and out of the criminal justice system. These agreements typically address minor school-based offenses through alternative disciplinary measures rather than arrests or court referrals. This approach benefits the individual students and contributes to safer and more equitable school communities. This agreement was initially signed in 2016.

Issue:

Should the Honorable Mayor and City Commissioners approve the School Justice Partnership Agreement with the Orange County Public Schools?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the School Justice Partnership Agreement with the Orange County Public Schools.

Attachments:

1. School Justice Partnership Agreement

Financial Impacts:

None.

Type of Item: Consent

SCHOOL JUSTICE PARTNERSHIP AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 202__, by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, (hereinafter referred to as “SBOC” or “OCPS”), a body corporate and political subdivision of the State of Florida whose principal place of business is 445 West Amelia Street, Orlando, FL 32801; **CHIEF JUDGE OF THE NINTH JUDICIAL CIRCUIT** whose principal place of business is 425 North Orange Avenue, Orlando, FL 32801; **OFFICE OF THE STATE ATTORNEY, NINTH JUDICIAL CIRCUIT** whose principal place of business is 415 North Orange Avenue, Orlando, FL 32801; **OFFICE OF THE PUBLIC DEFENDER, NINTH JUDICIAL CIRCUIT** whose principal place of business is 435 North Orange Avenue, Orlando, FL 32801; **SHERIFF OF ORANGE COUNTY, FLORIDA** whose principal place of business is 2500 West Colonial Drive, Orlando, FL 32804; **ORLANDO POLICE DEPARTMENT** whose principal place of business is 1250 West South Street, Orlando, FL 32805; **APOPKA POLICE DEPARTMENT** whose principal place of business is 112 East Sixth Street, Apopka, FL 32703; **BELLE ISLE POLICE DEPARTMENT** whose principal place of business is 1521 Nela Avenue, Belle Isle, FL 32809; **EATONVILLE POLICE DEPARTMENT** whose principal place of business is 11 Peoples St., Eatonville, FL 32751; **EDGEWOOD POLICE DEPARTMENT** whose principal place of business is 5565 South Orange Avenue, Edgewood, FL 32809; **MAITLAND POLICE DEPARTMENT** whose principal place of business is 1837 Fennell Street, Maitland, FL 32751; **OAKLAND POLICE DEPARTMENT** whose principal place of business is 540 East Oakland Avenue, Oakland, FL 34760; **OCOEE POLICE DEPARTMENT** whose principal place of business is 646 Ocoee Commerce Parkway, Ocoee, FL 34761; **WINDERMERE POLICE DEPARTMENT** whose principal place of business is 620 Main Street, Windermere, FL 34786; **WINTER PARK POLICE DEPARTMENT** whose principal place of business is 500 North Virginia Avenue, Winter Park, FL 32789; **WINTER GARDEN POLICE DEPARTMENT** whose principal place of business is 251 West Plant Street, Winter Garden, FL 34787; and **ORANGE COUNTY CLERK OF COURTS** whose principal place of business is 425 North Orange Avenue, Suite 2110, Orlando, FL 32801(individually a “Party,” collectively referred to as “Parties”).

WITNESSETH

WHEREAS, the Parties acknowledge that law enforcement plays an essential role in promoting and maintaining school safety and the physical security of students and the community and have been instrumental in establishing a positive law enforcement presence for the students of Orange County, Florida; and,

WHEREAS, the Florida Legislature requires district school boards to “promote a safe and supportive learning environment in schools by protecting students and staff from conduct that poses a threat to school safety” and “zero-tolerance policies may not be rigorously applied to petty acts of misconduct. Zero-tolerance policies must apply equally to all students regardless of their economic status, race, or disability;” and,

WHEREAS, the Florida Legislature requires each school district to adopt a zero tolerance policy that identifies acts that are required to be reported under the School Environmental Safety Incident Reporting (“SESIR”) pursuant to Section 1006.07(9) and 1006.13(2); define acts that pose a threat to school safety; define petty acts of misconduct which are not a threat to school safety

and do not require consultation with law enforcement; minimize the victimization of students, staff, or volunteers, including taking all steps necessary to protect the victim of any violent crime from any further victimization; and require the threat management team to consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety; and,

WHEREAS, the Florida Legislature requires each school district to adopt policies for the establishment of threat management teams at each school whose duties include the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Office of Safe Schools. Such policies must include procedures for referrals to mental health services identified by the school district when appropriate and procedures for behavioral threat assessments in compliance with the instrument developed by the Office of Safe Schools. School based threat management teams shall include persons with expertise in counseling, instruction, school administration, and law enforcement; and,

WHEREAS, the vision of the SBOC is to ensure every student has a promising and successful future; and,

WHEREAS, the mission of the SBOC is with the support of families and the community, to create enriching and diverse pathways to lead its students to success; and,

WHEREAS, the SBOC is committed to consistently enforcing the SBOC Code of Student Conduct regardless of economic status, race, or disability and conducting uniform discipline training for its administrators and staff; and,

WHEREAS, all SESIR offenses will be reported to law enforcement pursuant to Rule 6A-1.0017, Florida Administrative Code, and law enforcement will make reasonable efforts to report all offenses occurring on SBOC property when school is not in session or at SBOC after hours events to school administration and the OCPS District Police Communications Center; and,

WHEREAS, the law enforcement agencies will collaborate with the OCPS District Police to select or develop a student education curriculum that supports SBOC's objective of maintaining a positive climate and safe environment in schools; and,

WHEREAS, the Florida Constitution in Article I, Section 16, grants protections to victims of crimes or their lawful representatives, to include the right to be heard at all crucial stages of a criminal proceeding. It is acknowledged that the victim being able to report a crime is a crucial stage of a criminal proceeding and therefore a victim of crime has the right to be heard. The Parties agree that nothing in this Agreement shall be construed to take the victim(s) right to be heard away from the victim, and if appropriate, law enforcement agencies will investigate criminal complaints when they occur on a school campus; and,

WHEREAS, Sections 985.04 and 1002.221, Florida Statutes, allows the SBOC to enter into an interagency agreement along with the Department of Juvenile Justice, law enforcement agencies, and other signatory agencies, to share information regarding juvenile offenders, including, but not limited to, the sharing of educational records and criminal history. Pursuant to state and federal laws, all information shared between the agencies is required to remain

confidential. The SBOC, Department of Juvenile Justice, law enforcement agencies, and State Attorney's Office agree that this Collaborative Agreement incorporates the interagency agreement, titled, "Interagency Agreement Regarding Sharing Juvenile Offender Information," considered under Sections 985.04 and 1002.221, Florida Statutes, to permit the sharing of information otherwise deemed confidential; and,

WHEREAS, the Parties agree to promote a coordinated effort among agencies and staff to implement the provisions of this Agreement and shall cooperate in the dissemination of information relating to juvenile offenders; and,

WHEREAS, the Parties agree and understand that criminal justice information obtained pursuant to this Agreement is confidential and exempt from public disclosure and shall only be used in accordance with federal and state laws and shall not be disclosed to third parties except in accordance with the law; and,

WHEREAS, the Parties agree and understand that court records are governed by Section 39.0132, Florida Statutes, and the Florida Rules of General Practice and Judicial Administration, Section 2.420; and,

WHEREAS, the Parties to this Agreement endeavor to create a culture which affords students a safe educational experience; and,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The forgoing recitals are true and correct and are incorporated herein by reference.

2. **Intent**. In order to follow the guidelines, set forth by the Legislature, the Parties are entering into this Collaborative Agreement among the public agencies named herein to establish guidelines for the safety and security of the schools and handling of school-based misconduct. The guidelines are intended to establish uniformity in the handling of incidents while ensuring that each incident is addressed on a case-by-case basis. The manner in which each incident is handled by the law enforcement agency, SBOC, and/or Court will be in accordance with the applicable state and federal laws, SBOC policies, and the SBOC Code of Student Conduct. To ensure all students have access to a safe and effective learning environment, the Parties agree to enter into this Agreement governing appropriate responses and use of resources when responding to school-based misconduct.

3. **Definitions**. For purposes of this Agreement the terms below shall be defined as follows:

a. "Student Misconduct" means violations of the SBOC Code of Student Conduct, and/or violations of the law by a student that occur on school grounds, school transportation during school sponsored or related events, including but not limited to, distance learning, field trips,

athletic functions, and/or through the use of technology or an electronic device that substantially disrupts the education process or orderly operation of a school.

b. “Petty Acts of Misconduct” means those acts that are not a threat to school safety and are not considered a crime under federal or state law. These acts do not require consultation with law enforcement.¹

c. “Non-Violent Misdemeanors” means those misdemeanors that do not cause physical harm to persons or significant damage to property.

d. “Threats to School Safety” means any act, including posts on social media, which threatens the safety of any individual or school property and requires school staff to consult with law enforcement.

4. **Holding Students Accountable.** SBOC endeavors to hold students accountable for misconduct in order for them to learn from their mistakes, take responsibility for their actions, and when appropriate reconnect to the school community. An effective means of holding students accountable for their actions includes providing them with the appropriate consequences and support.

5. **Responding to Student Misconduct.** In the event a student violates the SBOC Code of Student Conduct, the school principal or designee is the primary source of intervention and disciplinary consequences. The SBOC Code of Student Conduct provides detailed information on consequences and interventions and shall guide the principal or designee’s response to student misconduct as outlined therein. In addition, when appropriate, school officials shall make the effort to connect students to school and/or community-based support services, such as counseling, mentoring, or extra-curricular activities. Consistent with School Resource Officer agreements, School Resource Officers (“SROs”) are not school disciplinarians. The role of disciplinarian within the school environment is the sole responsibility of school administration.

School administration shall advise the SRO or if the SRO is not available, the law enforcement agency with jurisdiction, of any incidents occurring on school campus or school transportation involving current or past students which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately if there is a reasonable concern for the safety of students or personnel. After consultation with law enforcement, if the parties agree that the offense should be handled by the school, the offense will be handled by SBOC. Notwithstanding the foregoing, nothing herein shall preclude the law enforcement agency’s discretion to conduct a criminal investigation.

6. **Consultations with Law Enforcement – Role of School Administrator (SESIR offenses).** The SBOC commits to provide adequate training to school administrators and requires administrators to report all SESIR offenses to law enforcement as required by Florida Administrative Code.² Subject to the limitations identified in paragraph 7 of this agreement, if a

¹ All School Environmental Safety Incident Reporting (“SESIR”) offenses will be reported to law enforcement pursuant to Rule 6A-1.0017, Florida Administrative Code.

² Rule 6A-1.0017, Florida Administrative Code

reasonable person believes a criminal act occurred, the school principal or designee shall immediately contact law enforcement. Law enforcement will then make a decision as to whether an arrest is necessary. Any act that poses a threat to school safety shall be immediately reported to the SRO pursuant to Section 1006.13(4), Florida Statutes.

7. **Consultations with Law Enforcement – Role of School Administrator (sexual battery, molestation, or other sexual abuse allegations)**. In situations where a student alleges they are the victim of child abuse, sexual battery, molestation, or other sexual abuse, school administration shall immediately notify law enforcement and the Department of Children and Families. School administration may briefly discuss the allegation with the victim only to ensure the victim is safe and not at further risk. Once a student alleges they are the victim of child abuse, sexual battery, molestation, or other sexual abuse, school administration shall not conduct any interviews with either the alleged victim or perpetrator until law enforcement has been notified and has had an opportunity to conduct interviews. The Parties acknowledge that interview techniques as well as the number of interviews conducted with a child can affect the validity of a child's testimony as well as the ability to prosecute.

8. **Consultations with Law Enforcement – Role of Officer**. The law enforcement agencies in this Agreement commit to provide adequate training to SROs or other law enforcement officers that may be in frequent contact with Orange County Public Schools. With respect to a "petty act of misconduct" which rises to the level of criminal behavior or a non-violent misdemeanor, law enforcement should consider alternatives to arrest and the filing of a criminal complaint, when appropriate, including the use of civil citations in accordance with Section 985.12, Florida Statutes. When practical and reasonable, law enforcement officers shall notify school administrators, prior to a student's arrest for crimes occurring on school property, to determine the best course of action. The law enforcement officer shall make the final decision as to whether a student will be arrested or referred to a pre-arrest diversion program (e.g. juvenile civil citation). Behavior that rises to the level of a felony offense under Florida Statutes is not included herein.

When responding to a report of student misconduct, law enforcement may consider the surrounding circumstances including the age, family history, prior criminal conduct, mental health issues, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused to the victim and the student's willingness to repair the harm when determining the appropriate law enforcement response.

If law enforcement is involved, they shall disclose the law enforcement action to the principal or designee for SESIR reporting purposes in compliance with Rule 6A-1.0017, Florida Administrative Code.

The SRO may consider whether the alleged victim of a crime or the victim's parents or legal guardian are requesting that criminal charges be filed.

9. **Criminal Activity**. If criminal activity is suspected, the primary investigative party will be the law enforcement agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere, with law

enforcement activities.

The SRO will notify school staff if a law enforcement investigation will be initiated. The SRO may consider whether the situation can be resolved by consequences within the SBOC Code of Student Conduct. After consultation with law enforcement, the SBOC Code of Student Conduct will be applied by SBOC for all misconduct within the jurisdiction of the SBOC.

The SRO shall determine if the incident rises to the level of a felony or poses a threat to school safety that necessitates the filing of criminal charges or an arrest. If the behavior falls into the category of a non-violent misdemeanor or is otherwise minor, it may be referred back to the principal or designee for investigation. If the behavior is non-criminal; it shall be referred back to the principal or designee for investigation.

The SRO shall ensure the school principal or designee is notified of any school-based arrest. If a student is to be taken into custody, the SRO will coordinate their activity with the school principal or designee to minimize disruption or concern for students and staff at the school. The SRO will coordinate with the principal or principal designee regarding parental notification when taking a student into custody.

If a weapon or an illicit substance is suspected, school staff shall notify the SRO immediately. School personnel shall immediately transfer all contraband articles, as defined in s. 932.701, Fla. Stat., and all items unlawfully brought onto school property, such as firearms, knives, BB guns, or illegal substances to law enforcement. All contraband shall be placed in the care and custody of the SRO or law enforcement personnel.

10. **Discretion and Supervision of Law Enforcement.** Nothing in this Agreement is intended to limit the discretion of law enforcement. As employees of their respective law enforcement agency, each SRO shall follow the chain-of-command as set forth in their own law enforcement agency's Policies and Procedures Manual or General Orders, which states that the SROs will be ultimately supervised by the chief law enforcement officer (Chief of Police or Sheriff) of their respective agency.

In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee.

11. **Parental Notification.** If a student is taken into custody or interviewed, the principal or designee shall ask the law enforcement officer if the parent/legal guardian may be contacted to advise them of the actions taken. The principal or designee shall notify the parent/legal guardian unless a SBOC's *Parental Non-Notification Form for Official Investigations* has been completed. Principals or designees will refer all questions to the law enforcement officer once the form is completed.

12. **Training.** The Parties will ensure that members of their respective agencies, especially those directly interacting with students and making discipline or arrest decisions, are trained in the contents of this Agreement. The SBOC will send a copy of this Agreement to its administrators responsible for school discipline annually. Training and implementation for existing parties should be an on-going process and new law enforcement officers, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should

be trained accordingly.

13. **Data Collection and Oversight.** Data reflecting all school-based arrests, referrals to law enforcement, and filing of criminal complaints is collected and disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability, and English as a Second Language (“ESL”) status by the Department of Juvenile Justice. Data reflecting the number and nature of incidents of student misconduct is also collected by the SBOC in accordance with SESIR requirements.

Notwithstanding any provision to the contrary within this Agreement, the Parties under this Agreement shall fully comply with all applicable state or federal laws or regulations, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), regarding the confidentiality of student information and records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for responding to any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney’s fees for non-compliance with that law.

14. **Information Sharing.** Sections 985.04 and 1002.221, Florida Statutes, allows SBOC, the Department of Juvenile Justice, the State Attorney’s Office, and law enforcement to enter into an interagency agreement to share information without the written consent of the student and parents of the student. Each Party agrees that said information provided in furtherance of this Agreement is intended solely for the use of determining appropriate programs and services for each juvenile and their family, or to coordinate the delivery of programs and services. The Parties understand that by statute, said shared information from the SBOC, is not admissible in any court proceeding prior to a dispositional hearing unless written consent is provided by a parent/legal guardian on behalf of the child.

Pursuant to Section 1006.07, Florida Statutes, upon a preliminary determination by the threat management team that a student poses a threat of violence to himself or herself or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat management team may obtain criminal history record information pursuant to Section 985.04, Florida Statutes. A member of a threat management team may not disclose any criminal history record information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat management team. The Parties agree that this Agreement is meant to incorporate both provisions of the above referenced statutes.

Each law enforcement agency will notify the SBOC Superintendent or designee when a juvenile of any age is taken into custody within Orange County for a crime of violence or violations of law which would be a felony if committed by an adult. The Superintendent or designee shall notify appropriate school personnel when a juvenile of any age is taken into custody within Orange County for a crime of violence or violations of law which would be a felony if committed by an adult within forty-eight (48) hours of receiving notification from a law enforcement agency.

Pursuant to Section 985.04, Florida Statutes, the law enforcement agencies agree to provide Florida summary criminal history, information to the Chief-District Police or District Police

designee, upon request, regarding juveniles who are enrolled in, or about to be enrolled in the school district of Orange County when necessary for assessment, placement or security of persons or property. Further, the law enforcement agencies will establish, and forward to the SBOC Superintendent or designee the internal policies and procedures of the agency for receiving, processing and providing information pursuant to such requests. SBOC personnel will request juvenile criminal history information from the Parties only for purposes of assessment, placement, school safety, and/or security of persons and property.

The law enforcement agencies agree to provide information to the Chief-District Police or District Police designee, as the Superintendent's designee, concerning those students who meet the statutory definition under Section 874.03, Florida Statutes, as a criminal gang member. The Parties will ensure that any criminal information that is disseminated carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination.

15. **Law Enforcement Cooperation.** It is recognized that collaboration and cooperation between law enforcement agencies can bring about positive change within the communities that they serve. To that end, the SBOC District Police and the law enforcement agencies that are part of this cooperative agreement commit to working together in an effort to enhance community trust and mitigate the conditions that lead to juvenile arrests.

16. **Administrative and Judicial Hearings.** Consistent and engaged involvement by students in the learning process is critical to their success in attaining and sustaining educational objectives. As much as practical, the Parties agree to collaborate in limiting the impact of administrative and judicial hearings on an individual student's participation in educational programming.

17. **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. Terms contained within School Resource Officer agreements between the SBOC and the law enforcement agencies shall not be considered to be in conflict with this Agreement.

18. **Term and Termination.** This Agreement shall be in effect upon full execution, and shall continue in effect until December 31, 2028, unless otherwise modified. A Party may terminate their participation in the Agreement by providing written notice to all Parties to this Agreement of their intent to withdraw thirty (30) days from the date of the letter. An updated Agreement reflecting that change shall be provided to all Parties.

19. **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBOC:	Maria F. Vazquez, Ed. D., Superintendent The School Board of Orange County, Florida 445 West Amelia Street Orlando, FL 32801
To Chief Judge of the Ninth Judicial Circuit:	Chief Judge Ninth Judicial Circuit 425 North Orange Avenue Orlando, FL 32801
To the Office of the State Attorney:	State Attorney Office of the State Attorney, Ninth Judicial Circuit 415 North Orange Avenue Orlando, FL 32801
To the Office of the Public Defender:	Public Defender Office of the Public Defender, Ninth Judicial Circuit 435 North Orange Avenue Orlando, FL 32801
To the Orange County Clerk of Courts:	Clerk of Courts Orange County Clerk of Courts 425 North Orange Avenue, Suite 2110 Orlando, FL 32801
To the Sheriff of Orange County, Florida:	Sheriff Orange County Sheriff's Office 2500 West Colonial Drive Orlando, FL 32804
To the Orlando Police Department:	Chief Orlando Police Department 1250 West South Street Orlando, FL 32805
To the Apopka Police Department:	Chief Apopka Police Department 112 East Sixth Street Apopka, FL 32703
To the Belle Isle Police Department:	Chief Belle Isle Police Department 1521 Nela Avenue Belle Isle, FL 32809
To the Eatonville Police Department:	Chief

	Eatonville Police Department 11 Peoples St. Eatonville, FL 32751
To the Edgewater Police Department	Chief Edgewood Police Department 5565 South Orange Avenue Edgewood, FL 32809
To the Maitland Police Department:	Chief Maitland Police Department 1837 Fennell Street Maitland, FL 32751
To the Oakland Police Department	Chief Oakland Police Department 540 East Oakland Avenue Oakland, FL 34760
To the Ocoee Police Department:	Chief Ocoee Police Department 646 Ocoee Commerce Pkwy Ocoee, FL 34761
To the Windermere Police Department:	Chief Windermere Police Department 614 Main Street Windermere, FL 34786
To the Winter Park Police Department:	Chief Winter Park Police Department 500 North Virginia Avenue Winter Park, FL 32789
To the Winter Garden Police Department:	Chief Winter Garden Police Department 251 West Plant Street Winter Garden, FL 34787

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. **Non-Waiver.** The failure of any Party to exercise or delay in exercising any right provided in this Agreement shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof under this Agreement. No Party shall be deemed to have waived a right under this agreement, unless such waiver is in writing

and signed by the waiving Party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[Remainder of page intentionally left blank.]
[Signature Pages to Follow]

OCOEE POLICE DEPARTMENT

By: V. L. Ogburn, Sr.
Chief

Print Name: Vincent L. Ogburn, Sr.

Date: 7-29-, 2024

Approved as to form and legality this ____ day
of _____, 202__

By: _____

Print Name: _____

Title: _____

CITY OF OCOEE SIGNATURE PAGE

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD ON
_____, 20____
UNDER AGENDA ITEM NO. ____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney



Meeting Date: August 6, 2024
Item #: 12

Contact Name: Alexis Chentouf, Joyce Tolbert
Contact Number: Ext. 3111, Ext. 1516

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award Invitation to Bid (ITB) #24-011 Job Order for Construction of Restroom at Healthy West Orange Wellness Park. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee, Florida (City) solicited bids for Invitation to Bid (ITB) #24-011 Job Order for Construction of Restroom at Healthy West Orange Wellness Park, Only to the Pre-Qualified Contractors for the Type of Work Category "General Building" Under Their Continuing Contract for RFQ #22-005, to furnish labor, supervision, materials, equipment, supplies, and incidentals to construct this project.

This project consists of the construction of a new, one-story, approximately 408-square-foot stand-alone restroom building to match the aesthetics of the Healthy West Orange Wellness Park. The project includes concrete foundations, slab on grade, CMU wall construction with brick walls and cementitious plank siding walls, and a single slope standing seam metal roof. The design includes decorative wall tile accents, custom metal fabrication, and signage. The new facility will provide restroom amenities for visitors to the Park Complex. The restroom is located directly adjacent to the Ocoee Police Station and Ocoee Commerce Parkway.

The ITB was published June 17, 2024, to the three (3) Pre-Qualified Contractors for RFQ #22-005, for the Type of Work Category "General Building". The bid submissions for ITB #24-011 were opened on July 16, 2024. There were a total of three (3) bids received, ranging from \$335,000.00 to \$464,693.00. All bids are available in the Finance Department for review. The CRA and Finance Departments reviewed the bids received, and all were considered responsive. Staff recommends awarding the bid to Votum Construction, LLC, as the most responsive and responsible bidder, in the amount of \$335,000.00, per the attached award recommendation from Ginger Corless, Deputy Development Services Director/CRA Administrator.

The bidders are listed in order from low to high bid.

Bidder	Total Bid
Votum Construction, LLC	\$335,000.00
SkyBuilders USA, LLC	\$411,959.00
Poli Construction	\$464,693.00

Issue:

Should the Honorable Mayor and City Commissioners award the bid for the construction of a restroom at Healthy West Orange Wellness Park to Votum Construction, LLC?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission:

1. Award the contract for ITB #24-011, Construction of Restroom at Healthy West Orange Wellness Park, to Votum Construction, LLC, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received.
2. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Recommendation for Award
2. Bid Tabulation
3. Votum Bid
4. Bid Document
5. Project Location

Financial Impacts:

The CRA has a remaining budget of \$374,389.83 for the Wellness Park Restroom project.

Type of Item: Consent



**FIFTY
WEST**

MEMORANDUM

TO: Alexis Chentouf
Purchasing Technician

Shannon Hopper
Purchasing Technician

FROM: Ginger Corless, AICP, CPRP, FRA-RA
Deputy Development Services Director/CRA Administrator

Carolina Vaca, FRA-RP
Redevelopment Program Manager

DATE: July 22, 2024

RE: ITB #24-011 Healthy West Orange Wellness Park Restroom

The bids for ITB #24-011 were opened on July 16, 2024. The invitation to bid was only sent to the prequalified small building contractors that were selected for RFQ #22-005. The bidders are listed in order of low to high bid.

Bidders and Overall Project Costs

	Bid Price	Amount over CPH Estimate of \$333,861.88
Votum Construction, LLC	\$335,000.00	+\$1,138.12
SkyBuilders USA, LLC	\$411,959.00	+\$78,097.12
Poli Construction	\$464,693.00	+\$130,831.12

Budget

The CRA's remaining budget for the Wellness Park Restroom is sufficient for this expenditure.

Staff Recommendation

Staff recommends that the City Commission award the contract for ITB #24-011, Healthy West Orange Wellness Park Restroom to Votum Construction, LLC.

Attachment:

ITB 24-011 Bid Tabulation

**ITB #24-011 JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK
ITB BID TABULATION
07/16/2024 2:00 P.M.**

Bidders	Poli Construction	SkyBuilders USA LLC	Votum Construction, LLC
Acknowledged Addendum	N/A	N/A	N/A
Required Forms	✓	✓	✓
Total Lump Sum Bid	\$464,693.00	\$411,959.00	\$335,000.00

* Bidders are listed in alphabetical order

* Only to the pre-qualified small construction contractors for RFQ # 22-005. Type of work category "Building".



ITB #24-011

**JOB ORDER FOR CONSTRUCTION OF RESTROOM
AT HEALTHY WEST ORANGE WELLNESS PARK**

Submitted by: Votum Construction, LLC
Date: July 16, 2024



CITY OF OCOEE

**INVITATION TO BID (ITB) #24-011
JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK**

**ONLY TO THE PREQUALIFIED CONTRACTORS FOR THE
TYPE OF WORK CATEGORY “GENERAL BUILDING” UNDER
THEIR CONTINUING CONTRACT FOR RFQ #22-005**



June, 2024

Prepared by:

**City of Ocoee
&
CPH**

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JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK**

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****Submit with Bid***

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23. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Nona Vision
Frann Construction, Inc.
Heichel Plumbing, Inc.
The Ford Group
Loft Painting & Decorating, Inc.

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

24. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>N/A</u>	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

(Remainder of page intentionally left blank.)

EXHIBIT "B"
BID FORM
ITB #24-011 JOB ORDER FOR CONSTRUCTION OF
RESTROOM AT HEALTHY WEST ORANGE WELLNESS PARK

All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit as a stipulated sum for the project to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the following **TOTAL LUMP SUM BID** to perform all the Work, as required by the Project Drawings and Specifications, including any Addenda issued.

Total Lump Sum Bid of Three Hundred Thirty Five Thousand Dollars
____ (words);
\$ 335,000.00 (numbers)

Bidder: Votum Construction, LLC
Bid Prepared by: Teska T. Dillard
Signature: 
Date: July 16, 2024



EXHIBIT "D"

ITB #24-011 BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Votum Construction, LLC

Firm Name

Signature

Teska T. Dillard, Vice President/COO

Name and Title (Print or Type)

July 16, 2024

Date

EXHIBIT "E"
ITB #24-011 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

Votum Construction, LLC

COMPANY NAME

(407) 704-1743

TELEPHONE (INCLUDE AREA CODE)

(407) 704-2854

FAX (INCLUDE AREA CODE)

tdillard@votumllc.com

E-MAIL ADDRESS

X


AUTHORIZED SIGNATURE (manual)

Teska T. Dillard, VP/COO

NAME/TITLE (PLEASE PRINT)

1405 W. Colonial Dr.

STREET ADDRESS

Orlando FL 32804

CITY STATE ZIP

FEDERAL ID # 271628210

Individual

☒ Corporation

Partnership

Other (Specify)

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this
16 day of July, 2024.

Personally Known ☒ or

Produced Identification _____

(Type of Identification)

Notary Public - State of Florida
County of Orange


Signature of Notary Public

Johanna Cedeno
Printed, typed or stamped
Commissioned name of Notary Public



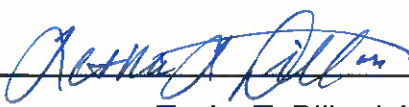
JOHANNA CEDENO
Notary Public
State of Florida
Comm# HH387525
Expires 4/17/2027

EXHIBIT "F"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Votum Construction, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Votum Construction, LLC [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

X 

Print Name: Teska T. Dillard, VP/COO

Date: July 16, 2024

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 17, 2024 (date) by Teska Dillard (name of officer or agent, title of officer or agent) of Votum Construction, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



JOHANNA CEDENO
Notary Public
State of Florida
Comm# HH387525
Expires 4/17/2027



Notary Public

Johanna Cedeno
Name typed, printed or stamped

My Commission Expires: 4/17/2027

EXHIBIT "H"
COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown on the Bid Form. For informational purposes only, the bidder is required to further identify these costs in the summary below.

Trench Safety Measure (Description)		Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	Sanitary Sewer	LF	143	\$ 70.00	\$ 10,010.00
B				\$	\$
C				\$	\$
D				\$	\$
				TOTAL	\$10,010.00

BIDDER: Votum Construction, LLC

SIGNED: 

BY: Teska T. Dillard
(Print or type name)

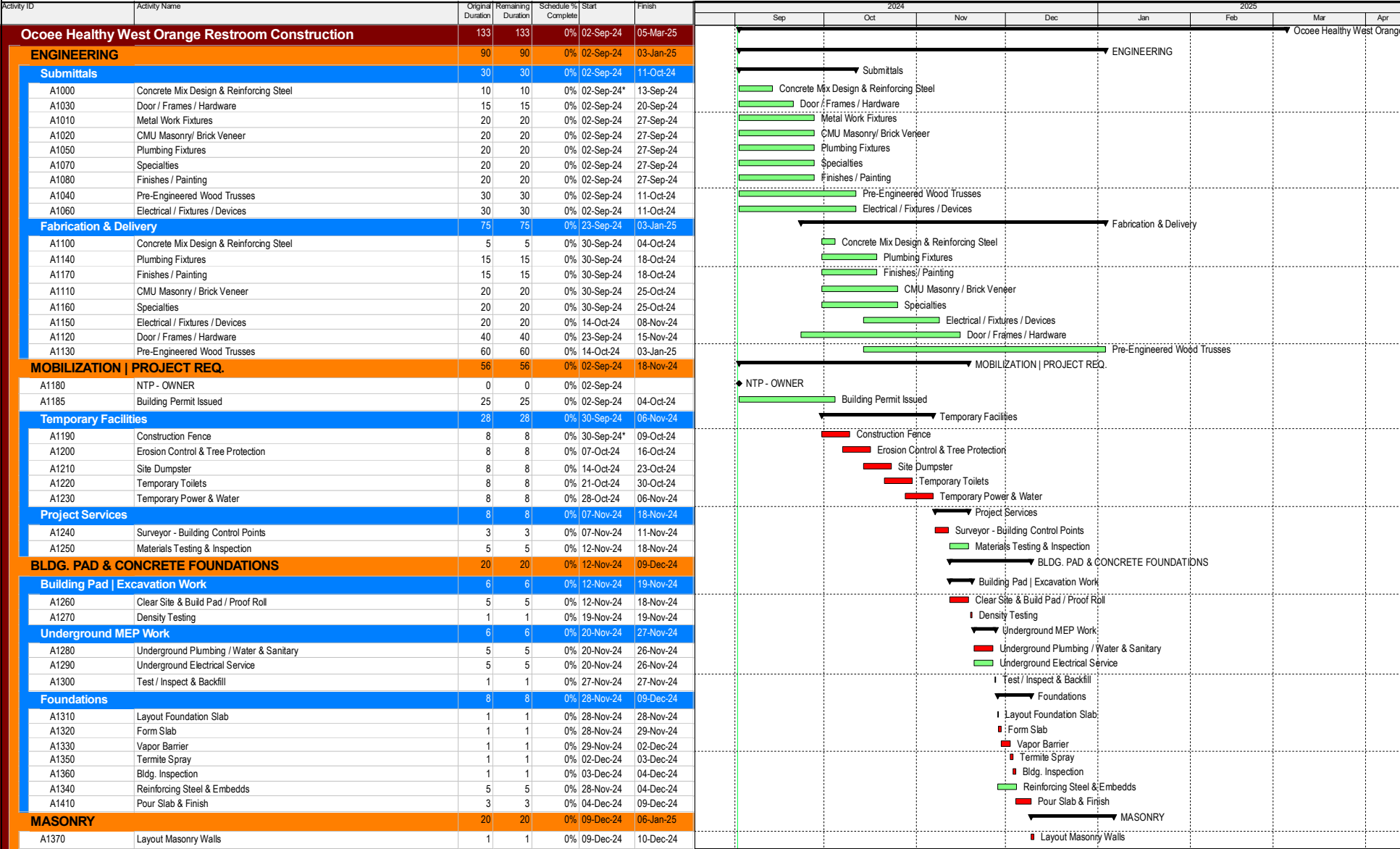
TITLE: Vice President/COO

DATE: July 16, 2024

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to Complete This Form May Result in the Bid Being Declared Non-Responsive.)

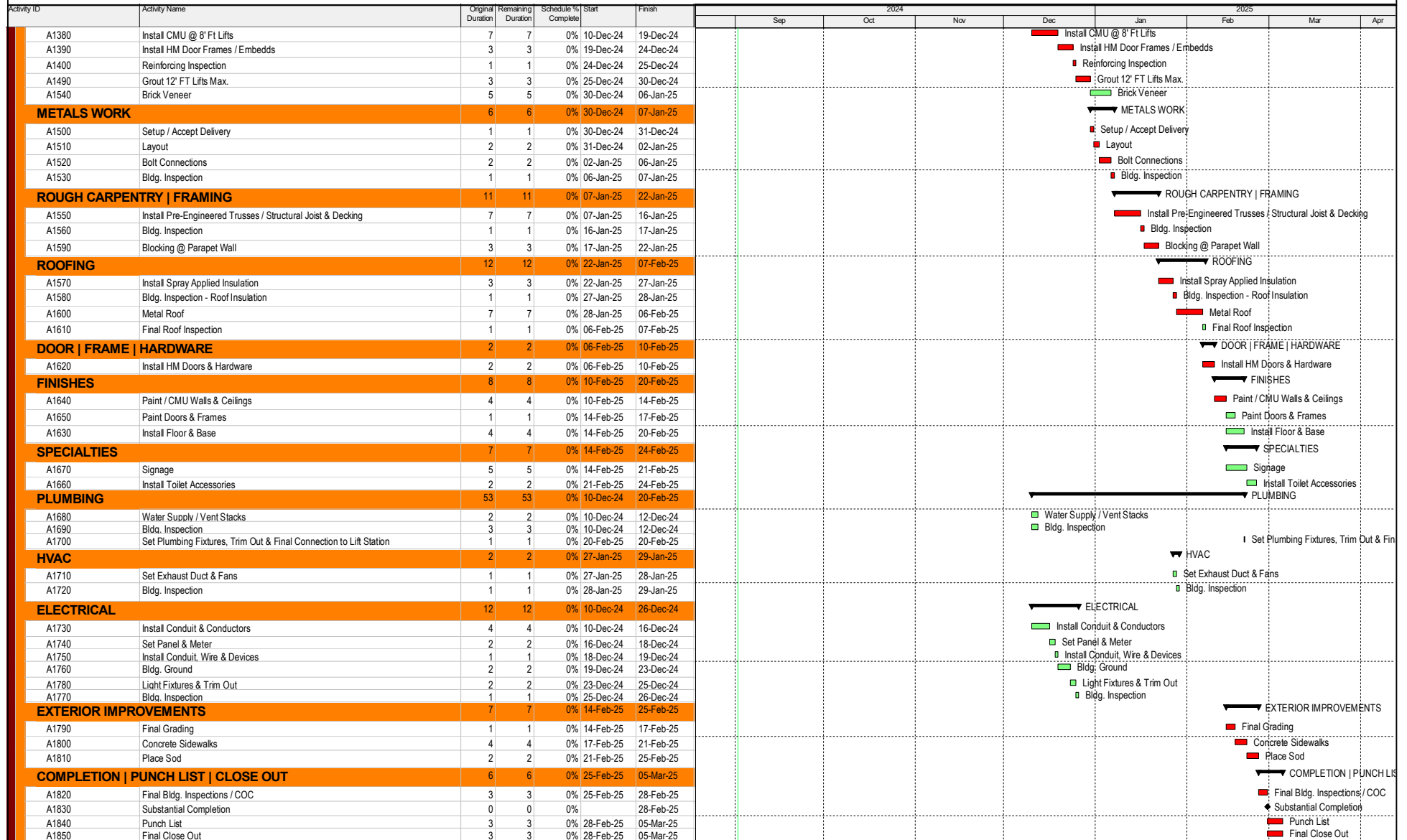
OCOOE HEALTHY WEST ORANGE WELLNESS
PARK RESTROOMS
PROJECT SCHEDULE
JULY 15, 2024



Actual Work Critical Remaining Work
Remaining Work ◆ ◆ Milestone

OCOOE HEALTHY WEST ORANGE WELLNESS
PARK RESTROOMS
PROJECT SCHEDULE
JULY 15, 2024

24 - JULY -15



CITY OF OCOEE

**INVITATION TO BID (ITB) #24-011
JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK**

**ONLY TO THE PREQUALIFIED CONTRACTORS FOR THE
TYPE OF WORK CATEGORY “GENERAL BUILDING” UNDER
THEIR CONTINUING CONTRACT FOR RFQ #22-005**



June, 2024

Prepared by:

**City of Ocoee
&
CPH**

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JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK**

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****Submit with Bid***

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CITY OF OCOEE
INVITATION TO BID ITB #24-011
JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK

INTENT:

The City of Ocoee is soliciting sealed bids for ITB #24-011, by invite only through the Bonfire Platform, from only the prequalified contractors for the Type of Work Category “General Building” under their continuing contract for RFQ #22-005.

The Contract for the proposed Project will be for the labor, supervision, materials, equipment, supplies and incidentals for the Construction of Restroom at Healthy West Orange Wellness Park, in the City of Ocoee. All Work shall be in accordance with the plans and specifications provided with this Invitation to Bid.

BIDDING INSTRUCTIONS:

- A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and should be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. **Deadline for Receipt of Questions:** The City will receive questions regarding this ITB through the Bonfire Platform OR through written inquiries directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoe.org until **July 9, 2024 at 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department/Purchasing. Bidders should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- C. Prospective Bidders may secure a free copy of the documents required for submitting a Bid through the Bonfire platform by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. Please visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use the Bonfire platform. Partial sets of the documents required for submitting a Bid will not be issued.

The City is **ONLY** accepting electronic solicitation responses online through the City's Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the **Current Open Solicitations** menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. **Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>. The actual contract award will be made by the Ocoe City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

- D. **Bid Submission Deadline:** Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received by Bonfire no later than **July 16, 2024, at 2:00 p.m., local time**. Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents

of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:
 - a) Addenda acknowledgement, if applicable;
 - b) List of Subcontractors/Temporary Worker Agencies;
 - c) Bid Form provided electronically on Bonfire;
 - d) Conflict of Interest Disclosure Form
 - e) Company information/signature sheet
 - f) Contractor E-Verify Affidavit
 - g) Compliance Form with Florida Trench Safety Act
 - h) Any other information specifically called for in these Bid Documents.
- F. **Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E.** The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.
- G. **Pre-Bid Conference**: None scheduled at this time.
- H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire ITB file or in the form of a written addendum, which will be distributed via Bonfire not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. **In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.
- I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:
 - a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
 - b) Evidence of collusion between or among Bidders;
 - c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

- d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
- e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.

- J. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2) (a), Florida Statutes.]
- K. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
- L. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@ocoe.org, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

- M. No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening. A request for withdrawal or a modification of a bid may be submitted to the Purchasing Agent, in writing, at any time prior to the deadline for submitting bids. After expiration of the deadline for receiving bids, no bid may be withdrawn or modified.

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City reserves the right to negotiate price with the low Bidder(s) if the bid prices over the City's budget for this project. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

(Remainder of page left blank intentionally.)

GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

- a) Not applicable at this time.
- b) No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening.

2. PERFORMANCE AND PAYMENT BONDS

(Required if Project is over \$200,000.00.)

- a) The Successful Bidder shall furnish the City with a State of Florida 100% Performance and a 100% Payment Bond written by a Surety Company acceptable to the City. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. **The attached Performance and Payment Bond Forms shall be used.**
- b) The cost of the Payment and Performance Bonds shall be borne by the Successful Respondent. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.

3. DEFAULT:

As a result of bids received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

4. PATENT INDEMNITY:

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for

infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of the construction contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

5. PRICING:

Pricing shall be provided as indicated on the Bid Form, to include any alternate bids. Note that alternate bids will not be accepted unless specifically called for on the Bid Form. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the Bidder and the City assumes no responsibility for such costs incurred by the Bidder.

The Bid Form shall not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid form. If the Bid Form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid Form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid Form and the total price stated by the Bidder on the Bid Form, the unit price stated by the Bidder on the Bid Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Bid Form to calculate the total price, utilizing the unit prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid Form. However, the City reserves the right to reject as non-responsive Bid Forms that are incomplete or contain information that is not required.

- a) Bidder represents that the article(s) to be furnished under this ITB is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
- b) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;

- c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
- d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and
- f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

6. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA:

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Bidder according to the following criteria:

- Compliance with scope of work, specifications, terms, and conditions, including project schedule
- Bid price
- Warranty offered
- Experience with similar work
- Successful reference check

9. LITERATURE:

If required by the scope of work, or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS:

All Bid Protests shall be submitted to the Procurement Technician in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Technician at achentouf@ocoe.org with a copy to the Procurement Manager at jtolbert@ocoe.org not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

Payment will be based upon monthly applications for payment properly submitted by the Contractor to the Owner and based upon the percentage of work complete. Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders. All retainage amounts shall be paid when the work is complete, unless otherwise stated in the contract. Payment for all applications for payment for work properly completed shall be made, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application for Payment is initially received by the Owner.

No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City of Ocoee, Florida has the following tax exemption certificates assigned:

- Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and
- Pursuant to Chapter 212, Florida Statutes, the City is exempt from federal excise, state, and local sales taxes.

12. CONTRACT:

- a) The successful Bidder, hereinafter referred to as “Contractor,” will be required to enter into a contract with the City. The contract shall be a written agreement similar to the ASCE standard construction contract or City-issued purchase order. Construction time will be **one hundred eighty (180) days** from the Notice to Proceed for substantial completion and **two hundred ten (210) days** from the Notice to Proceed for final completion.
- b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City’s employees. Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.
- c) Warranty Period: The Contractor is to provide a minimum one-year warranty beginning on the date of substantial completion, as recorded on a certificate of substantial completion issued by the City to the Contractor. The City will perform periodic inspections of the work and note any items that require correction. Unless posing a danger to the public, potentially leading to further damage to the affected improvement if not corrected, the City will normally wait to compile a list of all required corrective actions and transmit it to the Contractor near the end of the warranty period.

The period allowed for correction of all noted warranty repair issues is generally 30 days, but may be extended in consideration of the need to fabricate or receive necessary materials, arrange for the work to be performed by a subcontractor, and other reasonable causes. The notice of required corrective action will include the period allowed for correction. The City may levy liquidated damages in the amount of \$250 for each day beyond the final completion date shown on the notice. Any corrective work provided may be subject to a warranty extension determined by the City, but in no case longer than one year in duration from the date of correction.

13. SAFETY/OSHA REQUIREMENTS:

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.
- i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
- j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- l) Construction material shall not be stored so as to block exits.
- m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
- n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
- o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through City's Franchisee.

14. DRUG-FREE WORKPLACE:

By submitting a bid, Bidder certifies Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that the Bidder does not and will not maintain or provide for the Bidder's employees any segregated facilities at any of the Bidder's establishments and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local

custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed contractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Bidder will retain such certifications in the Bidder's files.

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

The Bidder declares by submission of a bid package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Bidder agrees to immediately notify the City in writing. **Bidder must submit the attached Conflict of Interest Disclosure Form.**

The Bidder further declares that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the bid documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, the Bidder will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder. The bid constitutes a firm and binding offer by the Bidder to perform the services as stated.

17. PUBLIC ENTITY CRIME STATEMENT:

All invitations to bid as defined by § 287.012(16), Florida Statutes, requests for proposals as defined by § 287.012(23), Florida Statutes, and any contract document described by § 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of § 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All Bidders who submit a Bid or Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid pursuant to Florida Statutes 287.133 (2)(a).

18. SCRUTINIZED COMPANIES:

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

19. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

20. PERMITS/LICENSES/FEEES:

- a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

21. E-VERIFY REGISTRATION AND USE.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to § 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

A. Pursuant to § 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Complete the attached Contractor E-Verify Affidavit and submit with Bid.

22. INSURANCE REQUIREMENTS:

Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer in accordance with Ch. 440 of the Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall

provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.

- Include Waiver of Subrogation in favor of the City of Ocoee

c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

1) Automobile Bodily Injury Liability & Property Damage Liability

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability (Occurrence Form) - this policy is to name the City of Ocoee as an additional insured and indicate that the insurance of the Contractor is primary and non-contributory.

- \$2,000,000 GENERAL AGGREGATE
- \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- \$1,000,000 PER OCCURRENCE
- \$1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY OF OCOEE SHALL BE NAMED AS ADDITIONAL INSURED.**

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 AGGREGATE

6) Commercial Umbrella:

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

7) Builders Risk:

- \$100,000 Any (1) Location
- \$1,000,000 Any (1) Occurrence

8) Certificates of Insurance: Certificate of Insurance Form (see sample), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. This certificate shall be dated and show:

- i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
- ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page intentionally left blank.)

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID JC FRAZE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Contractor's Name Address		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: AN Best Rating A- or Better			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
☒	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC				GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY				PRODUCTS - COMPIOP AGG \$ 2,000,000
	☒ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY				OTHER THAN EA ACC \$
	☐ ANY AUTO				AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 1,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 2,000,000
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
	Builders Risk				Any 1 Loc 100,000
					Any 1 Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER	CANCELLATION
OCOEE01 City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2001/08)

SAMPLE

NOTE NEW ADDRESS: CITY OF OCOEE 1 NORTH BLUFORD AVENUE OCOEE FL 34761

23. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

24. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

(Remainder of page intentionally left blank.)

**EXHIBIT “A”
CITY OF OCOEE
ITB #24-011 JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK**

SCOPE OF WORK

This project consists of the construction of a new, one-story, approximately 408-square-foot stand-alone restroom building to match the aesthetics of the Healthy West Orange Wellness Park. The project includes concrete foundations, slab on grade, CMU wall construction with brick walls and cementitious plank siding walls, and a single slope standing seam metal roof. The design includes decorative wall tile accents, custom metal fabrication, and signage. The new facility will provide restroom amenities for visitors to the Park complex. The Restroom is located directly adjacent to the Ocoee Police Station and the Ocoee Commerce Parkway.

END OF SECTION

**EXHIBIT “B”
BID FORM
ITB #24-011 JOB ORDER FOR CONSTRUCTION OF
RESTROOM AT HEALTHY WEST ORANGE WELLNESS PARK**

All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit as a stipulated sum for the project to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the following **TOTAL LUMP SUM BID** to perform all the Work, as required by the Project Drawings and Specifications, including any Addenda issued.

Total Lump Sum Bid of _____
_____(words);
\$ _____ (numbers)

Bidder: _____

Bid Prepared by: _____

Signature: _____

Date: _____

EXHIBIT "C1"
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of **ITB #24-011 Job Order for Construction of Restroom at Healthy West Orange Wellness Park** (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by CPH, Inc., dated February 2024; and

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract including, but not limited to, the making of payments to persons or entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling all warranty obligations required after the Certificate of Completion is issued, within the time provided therein, and any extensions thereof that may be granted by the Obligee, and also during the life of any warranty or guaranty required under said Contract, and shall also well and truly perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized and modifications of said Contract that may hereafter be made, and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, or from any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform the Work identified by the Contract, then this obligations shall be null and void; otherwise, it shall remain in full force and effect and Surety shall be liable to Obligee under this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the contract or contract entered into by Obligee and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (iv) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost

and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

Any changes in or under the Contract or the Contract and compliance or noncompliance with any formalities connected with the Contract or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or modifications to the Contract.

The said Principal and the said surety agree that this bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the said subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this bond in their own names.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____Principal

By: _____(SEAL)

_____ (Official Title)

_____Surety

By: _____ (SEAL)

_____ (Official Title)

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

EXHIBIT "C2"

**STATUTORY PAYMENT BOND
PURSUANT TO FLORIDA STATUTES, 255.05, ET SEQ.**

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(hereinafter called the "Principal"), as Principal, and _____, a
corporation organized and existing under the laws of the State of _____, hereinafter
called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida,
(hereinafter called the "Obligee"), by bond number _____ in the sum of
_____ Dollars and _____ Cents
(\$ _____), for the payment of which sum well and truly to be made, the said
Principal and Surety bind themselves, and their respective heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated
_____, 20__ to perform, as Contractor, in accordance with the Contract and
Contract Documents, which Contract and Contract Documents are hereby incorporated herein by
reference for **ITB #24-011 Job Order for Construction Of Restroom at Healthy West Orange
Wellness Park.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida
Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants,
as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor,
materials, or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in said Contract, and that any such claimant may maintain an independent action upon
this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein
by reference and made a part of this payment bond including, but not limited to, the notice and
time limitation provisions in subsection (2). Any action instituted by a claimant under this bond
for payment must be in accordance with the notice and time limitation provisions in Section 255.05
(2), Florida Statutes.

(Signature page follows.)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION



EXHIBIT "D"

ITB #24-011 BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.
- _____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT "E"
ITB #24-011 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual ____ Corporation ____ Partnership ____ Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this
_____ day of _____, 20____.

Personally Known_____ or

Produced Identification_____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "F"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name]
proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____(date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT “G”
CITY OF OCOEE ENGINEERING STANDARDS MANUAL

Located online at <https://www.ocoee.org/212/Engineering-Standards>

EXHIBIT "H"
COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT
(90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the bid and in the Lump Sum Total Bid Price shown on the Bid Form. For informational purposes only, the bidder is required to further identify these costs in the summary below.

Trench Safety Measure (Description)		Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A				\$	\$
B				\$	\$
C				\$	\$
D				\$	\$
				TOTAL	\$

BIDDER: _____

SIGNED: _____

BY: _____
(Print or type name)

TITLE: _____

DATE: _____

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in the Lump Sum Total Bid price. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to Complete This Form May Result in the Bid Being Declared Non-Responsive.)

EXHIBIT “I”
PROPOSED CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between the **City of Ocoee**, 1 N. Bluford Avenue, Ocoee, FL 34761, a Florida municipal corporation, hereinafter called Owner, and _____, a Florida corporation, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CITY OF OCOEE
ITB #24-011 JOB ORDER FOR CONSTRUCTION OF RESTROOM AT
HEALTHY WEST ORANGE WELLNESS PARK

General Scope of Work

In accordance with the plans and specifications for this Project, the Work shall include furnishing, delivering, and installing of all materials, equipment, incidentals, and services, including all labor and supervision for the Work which is generally described as the following:

This project consists of the construction of a new, one-story, approximately 408-square-foot stand-alone restroom building to match the aesthetics of the Healthy West Orange Wellness Park. The project includes concrete foundations, slab on grade, CMU wall construction with brick walls and cementitious plank siding walls, and a single slope standing seam metal roof. The design includes decorative wall tile accents, custom metal fabrication, and signage. The new facility will provide restroom amenities for visitors to the Park complex. The Restroom is located directly adjacent to the Ocoee Police Station and the Ocoee Commerce Parkway.

ARTICLE 2. ARCHITECT AND ENGINEER

The Project has been designed by the City of Ocoee and CPH, Inc.; however, the City’s Deputy Development Services Director/CRA Administrator or designee is to act as Owner's representative, assume all duties and responsibilities of the project engineer, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work.

ARTICLE 3. CONTRACT TIME

3.1 The work shall be Substantially complete within **one hundred and eighty (180) calendar days**. The Entire work shall be complete and ready for its intended use, including final

dressing and cleanup, within **two hundred and ten (210) calendar days**. All time periods begin from the effective date of the Notice to Proceed.

In accordance with Florida Statutes Section §218.735, within 30 calendar days, or 45 days if over \$10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. See also General Conditions Section 710, and Section 5 of the Contract, Payment Procedures.

- 3.2 Placing of permanent pavement markings on all final asphaltic concrete surfaces, if applicable, shall not be accomplished before thirty (30) calendar days have elapsed after placement of the final surfaces. The charging of Contract Time will be suspended during the thirty (30) calendar-day period provided the work is considered to be Substantially Complete, as provided in paragraph 3.1 above. The charging of Contract Time will resume on the 31st day.
- 3.3 Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in above, plus any extensions thereof allowed. Contractor acknowledges that proving the actual loss and damages suffered by Owner if the work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires beyond the date specified in paragraph 3.1 above for substantial completion Two Hundred Fifty Dollars (\$250.00) for each day that expires beyond the date specified in paragraph 3.1 above for final completion (readiness for final payment).
- 3.4 In addition to the liquidated damages, there shall be additional incidental damages paid by the Contractor to the Owner for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by Owner to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with Contractor's failure to timely complete the work.
- 3.5 In addition to liquidated damages and incidental damages arising from Contractor's failure to perform the work, Contractor may be required to repay Owner for the cost of corrective actions undertaken by Owner to resolve construction defects. Such corrective actions include, but are not limited to, restoration of damaged areas, clearing of water customer facilities to remove construction debris, repair and replacement of damaged reclaimed water customer equipment, and emergency repairs to the water or reclaimed distribution system during the one-year warranty period.
- 3.6 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Form, DOLLARS AND CENTS (\$), which is incorporated herein and made a part hereof by this reference.
- 4.2 The Contractor agrees that the Contract Price is a stipulated sum except with regard to those items in the Bid which are subject to unit prices and agrees to perform all of the Work as described in the Contract Documents, subject to additions and deductions by Change Order, and comply with the terms therein for the Bid stated in the attached Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit applications for payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by Engineer, as provided in the General Conditions.

- 5.1 Progress Payments. In accordance with Section §218.735 Florida Statutes, Owner shall make progress payments on account of the Contract Price on the basis of Contractor's properly submitted and approved Applications for Payment, as recommended by Engineer, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application for Payment is initially received by the Owner. All such progress payments will be on the basis of the progress of the work measured by the Schedule of Values established in paragraph 2.07 of the General Conditions (Initial Acceptance of Schedules) (and in the case of Unit Price, work based on the number of units completed) and included in Contractor's qualifications submittals.
- 5.1.1 Progress payments will be made in an amount equal to the percentage indicated in Paragraph 5.1.2, below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold.
- 5.1.2 Progress payments shall be equal to ninety-five percent (95%) of the value of work completed to date and Ongoing Stored Material Allowance, to include materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner, with the remaining five percent 5% of the work being retainage.
- 5.1.3 Retainage shall be five percent (5%) of work to date based on the progress payment, including all change orders.
- 5.2 Final Payment - Within 20 business days after the single list of items is created per Section 3.1, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the contractor may submit a payment request for the amount withheld by the Owner. If a good

faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items. If the Owner has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less any items in dispute, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list.

ARTICLE 6. INTEREST

All monies not paid when due shall bear interest at the rate set in accordance with Chapter 218, part VII the Local Government Payment Act.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda and the General Conditions of the contract listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishings of the work.
- 7.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
- 7.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities).
- 7.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

- 7.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 7.9 Percentage of work with Contractor's Own Forces: Not used.
- 7.10 Suspension of Work and Termination as stated in Article 15 of the General Conditions.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the work, are attached to this Agreement, made a part hereof, and consist of the following:

- 8.1 This Scope of work Agreement.
- 8.2 Exhibits to this Scope of work Agreement (if any).
- 8.3 Performance Bond, Payment Bond, and Certificates of Insurance.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 Standard General Conditions of the Construction contract, Section 710.
- 8.6 Bid Documents bearing the general title "**ITB #24-011 Job Order for Construction Of Restroom At Healthy West Orange Wellness Park**", dated June, 2024.
- 8.7 Drawings consisting of a cover sheet and the sheets bearing the following general title:
City of Ocoee, FL
Healthy West Orange Wellness Park Restroom, dated 2-19-24
- 8.8 Addenda numbers ___ to ___, inclusive.
- 8.9 Contractor's Original Bid.
- 8.10 Documentation submitted by Contractor prior to Notice of Award.
- 8.11 Continuing Contract to Bid Small Construction Projects Under \$500,000 (Awarded pursuant to RFQ#22-005.)

There are no other Contract Documents than those listed above in this Article 8.

ARTICLE 9. MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.3 Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.
- 9.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- 9.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.6 SCRUTINIZED COMPANIES: The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this

solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- 9.7 To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.

9.8 **PUBLIC RECORDS COMPLIANCE**

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105 CCDL@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

9.9 E-VERIFY REGISTRATION AND USE.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to § 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to § 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on his behalf.

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

APPROVED:

BY: _____
Melanie Sibbitt, City Clerk

BY: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 202__

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, under Agenda Item __.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, City Attorney

END OF SECTION

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ABBREVIATIONS		ABBREVIATIONS		ABBREVIATIONS		ABBREVIATIONS			
A	&	AND	EQ	EQUAL	MH	MANHOLE	STOR	STORAGE	
	@	AT	EQUIP	EQUIPMENT	MIN	MINIMUM	STRG	STRINGER	
	A/E	ARCHITECT / ENGINEER	EW	ELECTRIC WATER COOLER	MISC	MISCELLANEOUS	STRUCT	STRUCTURAL	
	AB	ANCHOR BOLT	EXH	EXHAUST	MO	MASONRY OPENING	STRUCT	STRUCTURE OR STRUCTURAL	
	AC	AIR CONDITIONING	EXIST	EXISTING	MR	MOISTURE RESISTANT	SUBCAT	SUBCATEGORY	
	ACC	ACCESSIBLE	EXP	EXPANSION	MTD	MOUNTED	SUSP	SUSPENDED	
	ACOUST	ACOUSTICAL	EXT	EXTERIOR	MTG	MOUNTING	SYM	SYMMETRICAL	
	ACT	ACOUSTIC CEILING TILE	FA	FIRE ALARM	MTL	METAL	SYS	SYSTEM	
	AD	AREA DRAIN	FB	FACE BRICK	MULL	MULLION	T	TREAD	
	AD	ACCESS DOOR	FD	FLOOR DRAIN OR FIRE DEPARTMENT	N	NORTH	T&B	TOP AND BOTTOM	
	ADJ	ADJACENT	FDC	FIRE DEPARTMENT CONNECTION	NA	NOT APPLICABLE	T&G	TONGUE AND GROOVE	
	AFF	ABOVE FINISHED FLOOR	FE	FIRE EXTINGUISHER	NC	NOISE CRITERIA	TB	TOWEL BAR	
	AFG	ABOVE FINISHED GRADE	FEC	FIRE EXTINGUISHER CABINET	NIC	NOT IN CONTRACT	TDC	TRAFFIC DECK COATING	
	AGGR	AGGREGATE	FF&E	FURNITURE, FIXTURES AND EQUIPMENT	NO	NUMBER	TEL	TELEPHONE/TELECOM	
	ALT	ALTERNATE	FFB	FLUSH FLOOR BOX	NOM	NOMINAL	TELE	TELEPHONE	
	ALUM	ALUMINUM	FFEL	FINISH FLOOR ELEVATION	NR	NON RATED	TEMP	TEMPORARY	
	ANOD	ANODIZED	FM	FINISH HEIGHT OR FLAT HEAD	NTS	NOT TO SCALE	THK	THICKNESS	
	APC	ACOUSTICAL PANEL CEILING	FHC	FIRE HOSE CABINET	O	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	THRU	THROUGH	
	APPROX	APPROXIMATE	FIN	FINISH	OC	OUTSIDE AIR	TKBD	TACK BOARD	
	ARCH	ARCHITECTURAL	FIXT	FIXTURE	OA	ON CENTER	TLT	TOILET	
B	ASPH	ASPHALT	FLASH	FLASHING	OC	ON CENTER	TMPD	TEMPERED	
	ATTN	ATTENTION	FLR	FLOOR	OD	OUTSIDE DIAMETER	TOB	TOP OF BEAM	
	AUTO	AUTOMATIC	FLUOR	FLUORESCENT	OD	OVERFLOW DRAIN	TCC	TOP OF CONCRETE OR TOP OF CURB	
	AV	AUDIOVISUAL	FND	FOUNDATION	OF	OWNER FURNISHED	TOS	TOP OF STEEL	
	BD	BOARD	FO	FACE OF OR FINISHED OPENING	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED	TOW	TOP OF WALL	
	BIT	BITUMINOUS	FP	FIRE PROTECTION	OFF	OFFICE	TS	TUBE STEEL	
	BLDG	BUILDING	FPG	FIREPROOFING	OFOI	OWNER FURNISHED, OWNER INSTALLED	TV	TELEVISION	
	BLK	BLOCK	FR	FIRE RESISTANT	OH	OVERHEAD	TYP	TYPICAL	
	BLKG	BLOCKING	FRC	FIBER REINFORCED CONCRETE	OPNG	OPENING	U	UNDERWRITERS LABORATORY	
	BM	BEAM	FRP	FIBER REINFORCED PLASTIC	OPP	OPPOSITE	UN	UNFINISHED	
	BO	BOTTOM OF	FRT	FIRE RETARDANT TREATED	ORD	OVERFLOW ROOF DRAIN	UNO	UNLESS NOTED OTHERWISE	
	BOB	BOTTOM OF BEAM	FS	FLOOR SINK	ORIG	ORIGINAL	UNON	UNLESS OTHERWISE NOTED	
	BOC	BOTTOM OF CURB	FT	FEET/FOOT	P	PAINT	URNL	URNAL	
	BOT	BOTTOM	FTG	FOOTING	P	PAINT	V	VENTILATION AND AIR CONDITIONING	
	BRG	BEARING	FURN	FURNITURE	P	PAVING	VAR	VARIABLE	
	BRK	BRICK	FURR	FURRING	PBD	PARTICLE BOARD	VCT	VINYL COMPOSITION TILE	
	BRKT	BRACKET	FWC	FABRIC WALL COVERING	PC	PRECAST	VER	VERIFY	
	BSMT	BASEMENT	FWP	FABRIC WRAPPED PANEL	PDF	POWER DRIVEN FASTENER	VERT	VERTICAL	
	BUR	BUILT UP ROOFING	G	GAUGE	PERF	PERFORATED	VEST	VESTIBULE	
	C	385	CHANNEL	GALV	GALVANIZED	PERIM	PERIMETER	VIF	VERIFY IN FIELD
C		CENTER TO CENTER	GB	GRAB BAR	PERP	PERPENDICULAR	VP	VISION PANEL	
C/C		CENTER TO CENTER	GC	GENERAL CONTRACT(OR)	PI	PLATE	VR	VAPOR RETARDER	
CAB		CABINET	GEN	GENERAL	PLAM	PLASTIC LAMINATE	VT	VINYL TILE	
CAT		CATEGORY	GFR	GLASS FIBER REINFORCED CONCRETE	PLAS	PLASTER	VWC	VINYL WALL COVERING	
CB		CATCH BASIN	GL	GLASS	PLBG	PLUMBING	W	WIDE OR WEST	
CB		CEMENT BOARD	GLAZ	GLAZING	PLF	POUNDS PER LINEAR FOOT	W	WITH	
CBU		CEMENTITIOUS BACKER UNIT	GR	GRADE	PLYWD	PLYWOOD	WO	WITHOUT	
CCTV		CLOSED CIRCUIT TELEVISION	GRAN	GRANULAR	PNL	PANEL	WC	WATER CLOSET	
CEM		CEMENT	GRD	GROUND	PNT	PAINT OR PAINTED	WD	WOOD	
CER		CERAMIC	GFRG	GLASS FIBER REINFORCED GYPSUM	POL	POLISHED	WIN	WINDOW	
CG		CORNER GUARD	GSM	GALVANIZED SHEET METAL	PR	PAIR	WM	WIRE MESH	
CH		CHILLER	GV	GAS VALVE	PREFAB	PREFABRICATED	WP	WATERPROOF OR WATERPROOFING	
CI		CAST IRON	GW	GYPSUM WALL BOARD	PROJ	PROJECT	WPM	WATERPROOF MEMBRANE	
CIP		CAST-IN-PLACE	GYP	GYPSUM	PSF	POUNDS PER SQUARE FOOT	WS	WEATHER-STRIPPING	
CJ		CONTROL JOINT	H	HIGH	PT	POINT	WSCT	WAINSCOT	
CL		CENTERLINE	HB	HOSE BIB	PT	PRESSURE TREATED	WT	WEIGHT	
CLG		CEILING	HC	HANDICAPPED OR HOLLOW CORE	PTD	PAINTED	WW	WATER VALVE	
CLR		CLEAR	HDWD	HARDWOOD	PTN	PARTITION	WFW	WELDED WIRE FABRIC	
CMU		CONCRETE MASONRY UNIT	HDWR	HARDWARE	PVC	POLYVINYL CHLORIDE	WWM	WELDED WIRE MESH	
CNTR	CNTR	COUNTER	HGT	HEIGHT	Q	QUANTITY	Y	YEAR	
	CO	CLEANOUT	HM	HOLLOW METAL	QT	QUARRY TILE	YR	YEAR	
	COL	COLUMN	HNDRL	HANDRAIL	R	RADIUS/RISER			
	CONC	CONCRETE	HO	HOLD OPEN	RA	RETURN AIR			
	COND	CONDITION	HORIZ	HORIZONTAL	RAD	RADIUS			
	CONN	CONNECTION	HP	HIGH POINT	RB	RESILIENT BASE			
	CONST	CONSTRUCTION	HR	HOUR	RBR	RUBBER			
	CONT	CONTINUOUS	HRC	HOSE REEL CABINET	RCR	REFLECTED CEILING PLAN			
	CONTR	CONTRACTOR	HT	HEIGHT	RD	ROOF DRAIN			
	COORD	COORDINATE	HTG	HEATING	REC	RECESSED			
	CORR	CORRIDOR	HVAC	HEATING VENTILATION & AIR CONDITIONING	RECPT	RECEPTACLE			
	CPT	CARPET	HW	HOT WATER	REF	REFERENCE			
	CT	CERAMIC TILE	I	INSIDE DIAMETER	REFR	REFRIGERATOR			
	CTR	CENTER	ID	INSIDE DIAMETER	REG	REGISTER			
	CTSK	COUNTERSUNK	IN	INCH/INCHES	REIN	REINFORCED REINFORCING			
	CUST	CUSTODIAL	INCL	INCLUDING	REIN	REINFORCED			
	CW	COLD WATER	INCL	INCLUDING/INCLUDING	REL	RELOCATE			
	D	D	DEEP, DEPTH	INFO	INFORMATION	REM	REMOVABLE		
		DBL	DOUBLE	INSUL	INSULATED OR INSULATION	REQ	REQUIRED		
		DEG	DEGREE	INT	INTERIOR	REQD	REQUIRED		
DEMO		DEMOLISH OR DEMOLITION	INTERM	INTERMEDIATE	RESIL	RESILIENT			
DEPT		DEPARTMENT	INV	INVERT	REV	REVISION/REVISED			
DF		DRINKING FOUNTAIN	J	JANITOR	RM	ROOM			
DIA		DIAMETER	JAN	JANITOR	RO	ROUGH OPENING			
DIAG		DIAGONAL	JC	JANITOR'S CLOSET	RTD	RATED			
DIFF		DIFFUSER	JST	JOIST	RTG	RATING			
DIM		DIMENSION	JT	JOINT	RWL	RAIN WATER LEADER			
DIMS		DIMENSIONS	K	KITCHEN	S	SOUTH			
DISP		DISPENSER	KO	KNOCK OUT	SA	SUPPLY AIR			
DIV		DIVISION	L	LAMINATE	SAF	SELF ADHERED FLASHING			
DMPP		DAMP PROOFING	LAM	LAMINATE	SC	SOLID CORE			
DN		DOWN	LAV	LAVATORY	SCHED	SCHEDULE			
DO		DOOR OPENING	LB	POUND	SD	STORM DRAIN			
DR		DOOR	LF	LINEAR FEET	SECT	SECTION			
DRN		DRAIN	LLH	LONG LEG HORIZONTAL	SF	SQUARE FEET/FOOT			
DS		DOWNSPOUT	LLV	LONG LEG VERTICAL	SH	SPRINKLER HEAD			
DTL		DETAIL	LT	LIGHT	SHR	SHOWER			
DW	DISHWASHER	LTG	LIGHTING	SHT	SHEET				
DWG	DRAWING	LTWT	LIGHTWEIGHT	SIM	SIMILAR				
DWR	DRAWER	LVL	LEVEL	SJ	SAW JOINT				
E	E	EAST	LVR	LOUVER	SM	SHEET METAL			
	EA	EACH	M	MAINTENANCE	SM	SURFACE MOUNTED			
	EB	EXPANSION BOLT	MAS	MASONRY	SP	STANDPIPE			
	EJ	EXPANSION JOINT	MAT	MATERIAL	SPEC	SPECIFIED OR SPECIFICATION			
	EL	ELEVATION	MAX	MAXIMUM	SPK	SPEAKER			
	ELEC	ELECTRICAL	MB	MACHINE BOLT	SS	SQUARE			
	ELEV	ELEVATOR	MECH	MECHANICAL	SO	STAINLESS STEEL			
	EMER	EMERGENCY	MED	MEDIUM	SSK	SERVICE SINK			
	ENCL	ENCLOSURE	MEMBR	MEMBRANE	STA	STATION			
	ENG	ENGINEER	MEZZ	MEZZANINE	STC	SOUND TRANSMISSION COEFFICIENT			
	EP	ELECTRICAL PANEL	MFR	MANUFACTURER	STL	STEEL			
	EPDM	ETHYLENE PROPYLENE DIENE M-CLASS							



Meeting Date: August 6, 2024
Item #: 13

Contact Name: Joyce Tolbert, Olena Stokych
Contact Number: Ext. 1516, Ext. 1521

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award Request for Proposals (RFP) #24-009 Emergency-Disaster Debris Removal Term Contract. (Procurement Manager Tolbert)

Background Summary: The City's current continuing contracts for Emergency-Disaster Debris Removal services will expire on September 4, 2024. However, execution of contracts for this RFP #24-009 will supersede and cause early termination of the current contracts. In compliance with State and Federal Regulations and Chapter 21 of the City's Code of Ordinances, the City solicited proposals for pre-event emergency-disaster debris removal services from qualified contractors to perform the required services. Each Contractor will be required to enter into a contract with the City along the terms and conditions included in the RFP, including the RFP Exhibits and Federal Requirements, for the initial period of three (3) years with two (2) separate automatic one (1) year renewal terms, the contract may be optionally renewed for an additional two (2) year period at the option of the City after the completion of the renewal terms.

This pre-event contract is subject to the provisions of 2 C.F.R. Part 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The RFP describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal from the Federal-Aid Highway segments, State, local, and private roadways, and City maintained waterways within the City of Ocoee and in Orange County, Florida. The Contractor shall provide all services described herein and any other services required to complete the removal of debris during and following emergencies. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads and waterways will be identified by the City and direction given to the Contractor for limits for which the Contractor will be responsible. The City reserves the right to add or delete roadway and waterway segments at the direction of the 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. Proper documentation as required by the Federal Emergency Management Agency (FEMA), or other federal natural disaster response agencies shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate federal Agency. Contractors shall comply with Federal laws and regulations, including those now in effect and hereafter adopted.

The RFP was advertised on June 9, 2024, and was publicly opened on July 9, 2024. There were six (6) responses received. The Finance and Public Works Departments reviewed the proposals and all were considered responsive, see the attached Checklist. Attached are the four (4) short-listed responses; original copies of all responses are available in the Finance Department for your review.

The six (6) responses were evaluated by the RFP Evaluation Committee appointed by the City Manager,

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

which was comprised of five (5) members: Steve Krug, P.E., Public Works Director; Douglas Gaines, Support Services Director; Kiel Gajadhar, Assistant Public Works Director; Hseth Burch, MS, EI, CFM, Staff Engineer; Milen Womack, P.E., City Engineer. The public RFP Evaluation Committee meeting was held on July 24, 2024, with the Evaluation Committee evaluating and short-listing the firms on specific evaluation criteria. Please see the attached shortlist/evaluation form. The evaluation committee short-listed the following firms in ranked order, and recommends contracting with the top four (4) ranked firms, per attached award recommendation from Steve Krug, P.E., Public Works Director.

The table below is the Evaluation Committee's rankings:

Rank/Respondent
1. Ceres Environmental Services, Inc.
2. DRC Emergency Services, LLC
3. T.F.R. Enterprises, Inc.
4. Crowder-Gulf Joint Venture, Inc.
5. Looks Great Services of MS, Inc.
6. CTC Disaster Response, Inc.

Issue:

Should the Honorable Mayor and City Commissioners award the term contracts for RFP #24-009 Emergency-Disaster Debris Removal Services to the top four (4) ranked firms, as recommended by the Evaluation Committee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

- 1.) Award term contracts for RFP #24-009 Emergency-Disaster Debris Removal Services to **Ceres Environmental Services, Inc., DRC Emergency Services, LLC, T.F.R. Enterprises, Inc. and Crowder-Gulf Joint Venture, Inc.;**
- 2.) Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these four (4) firms once the required insurance is received;
- 3.) Staff also recommends to authorize the City Manager to approve change orders to these contracts up to the limit of his purchasing authority for each change order, and up to the budgeted amount should these contracts be activated.

Attachments:

1. Award Recommendation RFP #24-009 Emergency-Disaster Debris Removal
2. RFP #24-009 Shortlist and Evaluation Forms
3. RFP #24-009 Emergency-Disaster Debris Removal - Checklist
4. Ceres Environmental Services, Inc. Response - Redacted
5. DRC Emergency Services, LLC Response - Redacted
6. T.F.R. Enterprises, Inc., Response - Redacted
7. Crowder-Gulf Joint Venture, Inc. Response - Redacted
8. RFP #24-009 Addendum #1- Emergency-Disaster Debris Removal
9. RFP #24-009 Emergency-Disaster Debris Removal Term Contract - Project Manual

Financial Impacts:

This is a pre-event contract that would only be activated upon a disaster or emergency.

Type of Item: Consent



Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

MEMORANDUM

Date: July 29, 2024

To: Joyce Tolbert, Procurement Manager

From: Stephen C. Krug, P.E., Public Works Director

RE: Contract Award Recommendation.
RFP #24-009 Emergency Disaster Debris Removal



Public Works recommends award of the Emergency Disaster Debris Removal Term Contracts, RFP #24-009, to four firms; 1) Ceres Environmental Services, Inc., 2) DRC Emergency Services, LLC, 3) T.F.R. Enterprises, Inc. and 4) Crowder-Gulf Joint Venture, Inc. The City received six (6) proposals and recommends awarding contracts to the top four (4) firms based on the proposals, previous experience and recommendations from other municipalities. The contracts would only be activated in the event of a declared State emergency.

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
SHORTLIST FOR INTERVIEWS

Respondent		Ceres Environmental Services, Inc.	Crowder-Gulf Joint Venture, Inc.	CTC Disaster Response, Inc.	DRC Emergency Services, LLC	Looks Great Services of MS, Inc.	T.F.R. Enterprises, Inc.
Evaluator 1		1	4	6	2	3	5
Evaluator 2		1	3	6	5	2	4
Evaluator 3		1	5	6	3	4	2
Evaluator 4		4	2	6	1	5	3
Evaluator 5		4	2	6	3	5	1
TOTAL		11	16	30	14	19	15
RANKING		1	4	6	2	5	3

Note: Lowest Total is Top Ranking

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Ceres Environmental Services, Inc.	Crowder-Gulf Joint Venture, Inc.	CTC Disaster Response, Inc.	DRC Emergency Services, LLC	Looks Great Services of MS, Inc.	T.F.R. Enterprises, Inc.
Ability to rapidly mobilize and respond (0-30 Points)	28	27	25	28	26	27
Resources (personnel, equipment, machinery, etc.) (0-20 Points)	19	18	17	19	17	16
Previous similar experience, licensing, and references (0-20 Points)	20	20	18	20	15	18
Price Proposal (0-20 Points)	20	9	12	14	12	11
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-10 Points)	5	5	0	0	10	5
TOTAL POINTS (0-100 points)	92	79	72	81	80	77
Member Ranking (1-6)	1	4	6	2	3	5

Evaluator Name _____ Doug Gaines

Evaluator Signature _____

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Ceres Environmental Services, Inc.	Crowder-Gulf Joint Venture, Inc.	CTC Disaster Response, Inc.	DRC Emergency Services, LLC	Looks Great Services of MS, Inc.	T.F.R. Enterprises, Inc.
Ability to rapidly mobilize and respond (0-30 Points)	30	25	15	10	20	10
Resources (personnel, equipment, machinery, etc.) (0-20 Points)	20	10	5	10	15	20
Previous similar experience, licensing, and references (0-20 Points)	20	15	10	15	10	15
Price Proposal (0-20 Points)	20	9	12	14	12	11
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-10 Points)	5	5	0	0	10	5
TOTAL POINTS (0-100 points)	95 25	64 14	42 12	49 14	67 22	61 16
Member Ranking (1-6)	1	3	6	5	2	4

Evaluator Name Kiel Gajdlov

Evaluator Signature [Signature]

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Ceres Environmental Services, Inc.	Crowder-Gulf Joint Venture, Inc.	CTC Disaster Response, Inc.	DRC Emergency Services, LLC	Looks Great Services of MS, Inc.	T.F.R. Enterprises, Inc.
Ability to rapidly mobilize and respond (0-30 Points)	30	24	20	27	22	28
Resources (personnel, equipment, machinery, etc.) (0-20 Points)	20	17	15	18	16	19
Previous similar experience, licensing, and references (0-20 Points)	20	17	15	18	16	19
Price Proposal (0-20 Points)	20	9	12	14	12	11
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-10 Points)	5	5	0	0	10	5
TOTAL POINTS (0-100 points)	25 95	14 72	12 62	14 77	22 76	18 82
Member Ranking (1-6)	1	5	6	3	4	2

Evaluator Name MILEN WOMACK

Evaluator Signature [Signature]

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Ceres Environmental Services, Inc.	Crowder-Gulf Joint Venture, Inc.	CTC Disaster Response, Inc.	DRC Emergency Services, LLC	Looks Great Services of MS, Inc.	T.F.R. Enterprises, Inc.
Ability to rapidly mobilize and respond (0-30 Points)	15	25	20	26	20	25
Resources (personnel, equipment, machinery, etc.) (0-20 Points)	20	20	14	16	14	14
Previous similar experience, licensing, and references (0-20 Points)	10	14	10	18	10	16
Price Proposal (0-20 Points)	20	9	12	14	12	11
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-10 Points)	5	5	0	0	10	5
TOTAL POINTS (0-100 points)	70 25	73 14	56 12	74 14	66 22	71 16
Member Ranking (1-6)	4	2	6	1	5	3

Evaluator Name Hseltin Burch

Evaluator Signature [Signature]

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Ceres Environmental Services, Inc.	Crowder-Gulf Joint Venture, Inc.	CTC Disaster Response, Inc.	DRC Emergency Services, LLC	Looks Great Services of MS, Inc.	T.F.R. Enterprises, Inc.
Ability to rapidly mobilize and respond (0-30 Points)	20 <i>20</i>	24 <i>24</i>	10 <i>GENERIC</i>	23- <i>FL.</i>	10	23 <i>FL WORK</i>
Resources (personnel, equipment, machinery, etc.) (0-20 Points)	✓ 15	17	10	17	15	17
Previous similar experience, licensing, and references (0-20 Points)	10	18	10	18	10	18
Price Proposal (0-20 Points)	45 20	60 9	30 12	59 14	35 12	50 11
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-10 Points)	65 <i>5085</i> 5	68 5	42 0	72 <i>5085</i> 0	47 10	69 <i>5</i>
TOTAL POINTS (0-100 points)	25 70	14 73	12 42	14 72	22 57	16 74
Member Ranking (1-6)	4	2	6	3	5	1

Evaluator Name

STEPHEN C. KRUG

Evaluator Signature

[Signature]

RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT

CHECKLIST/TABULATION
07/09/2024 2:00 P.M.

PROPOSER		Ceres Environmental Services, Inc.		Crowder-Gulf Joint Venture, Inc.		CTC Disaster Response, Inc.		DRC Emergency Services, LLC		Looks Great Services of MS, Inc.		T.F.R. Enterprises, Inc.	
Acknowledge Addendum No. 1		✓		✓		✓		✓		✓		✓	
Exceptions		None		received exceptions email stating none 07.12.24		None		Requested contract revisions will be considered by the City		None		None	
Bid Security \$25,000.00		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Company Verification		✓		✓		✓		✓		✓		✓	
Surety Company Letter of Intent		✓		✓		✓		✓		✓		✓	
Price proposal Form		✓		✓ (pricing notes provided)		✓		✓		✓		✓	
Included a copy of Certification M/WBE or Labor surplus area firm		Subcontractor		Subcontractor		N/A		N/A		Respondent		Subcontractor	
Summary of Litigation		✓		✓		✓		✓		✓		✓	
Subcontractor Listing		✓		✓		✓		✓		✓		✓	
Equipment Listing		✓		✓		✓		✓		✓ *received 07.11.24		✓	
References/Experience		✓		✓		✓		✓		✓		✓	
Drug-Free Workplace Form		✓		✓		✓		✓		✓		✓	
Contractor E-Verify Affidavit		✓		✓		✓		✓		✓ *received 07.11.24		✓	
SAM.gov Registration Information		✓		✓		✓		✓		✓		✓	
Byrd Anti-Lobbying Amendment Certification		✓		✓		✓		✓		✓		✓	
Sworn Statement on Public Entity Crimes Form		✓		✓		✓		✓		✓		✓	
Certification of Nondiscriminatory Labor Practices		✓		✓		✓		✓		✓		✓	
Non-Segregated Facilities Form		✓		✓		✓		✓		✓		✓	
Scrutinized Companies' Lists Form		✓		✓		✓		✓		✓		✓	
Conflict of Interest Disclosure Form		✓		✓		✓		✓		✓		✓	
Company Information/Signature Sheet		✓		✓		✓		✓		✓		✓	
DESCRIPTION	EST'D QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Phase I – collection, hauling to staging site, reduction													
Loading and Hauling Debris to a TDSR (Price to includes MOT)	360	\$10.99	\$3,956.40	\$9.00	\$3,240.00	\$7.95	\$2,862.00	\$11.98	\$4,312.80	\$8.95	\$3,222.00	\$6.95	\$2,502.00
Reduction by Grinding at the TDSR	500	\$2.78	\$1,390.00	\$3.00	\$1,500.00	\$3.55	\$1,775.00	\$3.12	\$1,560.00	\$3.65	\$1,825.00	\$3.75	\$1,875.00
Reduction by Incineration at the TDSR	300	\$2.78	\$834.00	\$2.00	\$600.00	\$2.80	\$840.00	\$1.22	\$366.00	\$2.35	\$705.00	\$3.00	\$900.00
Stumps													
24" - 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	10	\$125.00	\$1,250.00	\$230.00	\$2,300.00	\$195.00	\$1,950.00	\$190.00	\$1,900.00	\$375.00	\$3,750.00	\$425.00	\$4,250.00
> 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	5	\$200.00	\$1,000.00	\$360.00	\$1,800.00	\$295.00	\$1,475.00	\$325.00	\$1,625.00	\$500.00	\$2,500.00	\$565.00	\$2,825.00

**RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT**

**CHECKLIST/TABULATION
07/09/2024 2:00 P.M.**

Sweeping Curb and Gutter	16	\$95.00	\$1,520.00	\$75.00	\$1,200.00	\$90.00	\$1,440.00	\$85.00	\$1,360.00	\$225.00	\$3,600.00	\$175.00	\$2,800.00
Vacuum Inlets	12	\$125.00	\$1,500.00	\$215.00	\$2,580.00	\$225.00	\$2,700.00	\$100.00	\$1,200.00	\$225.00	\$2,700.00	\$225.00	\$2,700.00
Removal of Hanging Limbs (> 2" @ break)	100	\$50.00	\$5,000.00	\$150.00	\$15,000.00	\$98.00	\$9,800.00	\$74.00	\$7,400.00	\$38.00	\$3,800.00	\$110.00	\$11,000.00
Tree Removal Damaged or leaning Trees with less than fifty (50) percent of their root-ball exposed (Flush cut to ground level.):													
6" to <12" @ 4.5' measured above ground level	10	\$10.00	\$100.00	\$250.00	\$2,500.00	\$98.00	\$980.00	\$70.00	\$700.00	\$90.00	\$900.00	\$150.00	\$1,500.00
12" to <18" @ 4.5' measured above ground level	5	\$75.00	\$375.00	\$350.00	\$1,750.00	\$190.00	\$950.00	\$170.00	\$850.00	\$155.00	\$775.00	\$200.00	\$1,000.00
18" to 24" @ 4.5' measured above ground level	5	\$100.00	\$500.00	\$500.00	\$2,500.00	\$350.00	\$1,750.00	\$260.00	\$1,300.00	\$245.00	\$1,225.00	\$250.00	\$1,250.00
>24" @ 4.5' measured above ground level	5	\$150.00	\$750.00	\$650.00	\$3,250.00	\$600.00	\$3,000.00	\$320.00	\$1,600.00	\$470.00	\$2,350.00	\$695.00	\$3,475.00
Damaged or leaning Trees with greater than fifty (50) percent of their root-ball exposed. (Price includes tree and root-ball removal, and filling of the root-ball hole):													
6" to <12" @ 4.5' measured above ground level	10	\$15.00	\$150.00	\$350.00	\$3,500.00	\$98.00	\$980.00	\$110.00	\$1,100.00	\$185.00	\$1,850.00	\$150.00	\$1,500.00
12" to <18" @ 4.5' measured above ground level	5	\$85.00	\$425.00	\$450.00	\$2,250.00	\$190.00	\$950.00	\$250.00	\$1,250.00	\$265.00	\$1,325.00	\$200.00	\$1,000.00
18" to 24" @ 4.5' measured above ground level	5	\$110.00	\$550.00	\$600.00	\$3,000.00	\$350.00	\$1,750.00	\$350.00	\$1,750.00	\$415.00	\$2,075.00	\$250.00	\$1,250.00
>24" @ 4.5' measured above ground level	5	\$175.00	\$875.00	\$800.00	\$4,000.00	\$600.00	\$3,000.00	\$400.00	\$2,000.00	\$785.00	\$3,925.00	\$695.00	\$3,475.00
Loading and Hauling C&D Debris	270	\$10.98	\$2,964.60	\$9.00	\$2,430.00	\$7.95	\$2,146.50	\$13.34	\$3,601.80	\$8.55	\$2,308.50	\$7.50	\$2,025.00
White Goods and Hazardous Household Waste Disposal	20	\$20.00	\$400.00	\$40.00	\$800.00	\$30.00	\$600.00	\$40.00	\$800.00	\$45.00	\$900.00	\$30.00	\$600.00
Freon recovery	10	\$30.00	\$300.00	\$35.00	\$350.00	\$30.00	\$300.00	\$25.00	\$250.00	\$25.00	\$250.00	\$45.00	\$450.00
Phase II – loading of reduced material, final disposal													
Loading and Hauling Reductions to a Final Disposition Site	360	\$3.98	\$1,432.80	\$4.00	\$1,440.00	\$4.50	\$1,620.00	\$2.84	\$1,022.40	\$5.50	\$1,980.00	\$4.75	\$1,710.00
TOTAL			\$25,272.80		\$55,990.00		\$40,868.50		\$35,948.00		\$41,965.50		\$48,087.00

*Missing forms considered a minor irregularity

Respondents listed in alphabetical order

Please Note: Highlighted amounts are price discrepancies that have been corrected.



6371 Business Boulevard Suite 100
Sarasota, Florida 34240

**RFP #24-009
Emergency-Disaster Debris
Removal Term Contract**

Proposal Due Date:
7/9/2024 - 2:00 PM ET



Prepared For:
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

Contact:
Tia Laurie
Corporate Secretary
contact@ceresenv.com
(800) 218-4424

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July 9, 2024

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

RE: **RFP #24-009 Emergency-Disaster Debris Removal Term Contract**

Due: July 09, 2024 at 2:00 PM ET

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Ocoee RFP #24-009 Emergency-Disaster Debris Removal Term Contract**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **16,000,000 cubic yards of debris across 81 client activations since 2016**. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2023, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Ocoee.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 42,600,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **\$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry – **2,019 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

Ceres also maintains a database of 3,346 subcontractors with a **pool of pre-selected subcontractors** to ensure rapid mobilization during any activation. If awarded, Ceres commits to identifying additional MBE, WBE, SBE, and DBE contractors for debris removal, and conducting a subcontractor workshop in Ocoee within the first year. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

Ceres Disaster Recovery Division is headquartered in Sarasota, FL – **just over 2 hours from Ocoee** providing an excellent location from which to manage our post-disaster work in Ocoee. If an event affects our Sarasota office, Ceres maintains



other offices in Houma, LA, Houston, TX, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David A. McIntyre, Sole Shareholder and President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

We look forward to the opportunity to continue being your supplier of disaster debris management services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tia Laurie", written over a light blue rectangular background.

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **48 years** to government entities throughout the United States.

- Ceres has **never defaulted on a contract or failed to complete any work awarded**.
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over \$2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 330 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day**.
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received the **highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses**.
- Ceres responded to Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states**: Florida, Georgia, South Carolina, and North Carolina. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav, and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita, and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for “Blue Roof” repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075
- Florida General Contractor's License CGC1508764

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

WHEREAS, the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President and Sole Director/Shareholder

1 COMPANY INFORMATION

1.1 Firm History

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **\$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available at that time**. Ceres was specifically noted for use of local contractors; quality, efficiency, and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Disaster Experience – Notable Events

Ceres responded to numerous disaster events, including hurricanes, tornados, floods, winter storms and fires. The following is a selection of past major events that Ceres has responded to.

Ceres Response to Winter Storms



Winter Storm Mara (2023)
Winter Storm Uri (2021)
Oklahoma Ice Storm (2020)
Kansas Snowstorm (2019)
Winter Storm Goliath (2015)
Georgia Ice Storm (2015)
Winter Storm Pax (2014)
NC Winter Storm (2014)
Winter Storm Atlas (2013)
Connecticut Winter Storm (2011)
Kentucky Ice Storm (2009)
Oklahoma Ice Storm (2007)

Ceres Response to Hurricanes



Hurricane Idalia (2023)
Hurricane Ian (2022)
Hurricane Ida (2021)
Hurricanes Delta, Hanna, Laura, Sally and Zeta (2020)
Hurricanes Michael and Florence (2018)
Hurricanes Harvey, Irma, and Maria (2017)
Hurricanes Hermine and Matthew (2016)
Hurricanes Sandy and Isaac (2012)
Hurricane Irene (2011)
Hurricane Ike (2009)
Hurricanes Gustav and Dolly (2008)
Hurricanes Katrina and Wilma (2005)

Ceres Response to Tornados and Strong Wind Events



FL, TX, LA, TN Tornados/Wind Events (2024)
Mississippi Tornados (2023)
Tornado following Hurricane Ian (2022)
Iowa Derechos (2022 and 2020)
April Tornados – TN and MS (2020)
Macroburst in Connecticut (2018)
January Tornado – GA and AL (2017)
Spring Tornados – MS and AL (2014)
Macroburst in North Carolina (2013)
April Tornados in Alabama (2011)

Ceres Response to Floods



Great Vermont Flood (2023)
California Floods (2023)
Louisiana Floods (2016)
Bastrop County Floods (2016)
Iowa Floods (2008)

Ceres Response to Fires



New Mexico Wildfires (2022)
Cameron Peak Fire in Colorado (2020)
Oregon Wildfires (2020)
Camp Fire (2018)
California Wildfires (2017)

Advantages of Ceres

Feature	Benefit to the City of Ocoee	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over 330 FEMA-funded Emergency Debris Management contracts with an awarded value of over \$2.5 billion dollars for various government agencies.
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP). Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres received the highest possible quality rating for this work – Exceptional – based in part on our high production rates despite numerous scope changes and severe weather.
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.
Large Number of Accredited Subcontractors	Faster Job Completion	Over the past fifteen years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, typically between 75% and 100% based on FEMA regulations. Ceres' subcontractor database comprises 3,346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.



Feature	Benefit to the City of Ocoee	
Large Scale Experience and Multiple Event Response	Successful Task Completion	In 2023 Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida. In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico. In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an Exceptional overall rating – the highest possible rating for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	The Ceres family of company owns one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 2,019 pieces of equipment.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 48 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity, and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors



Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.

Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

Experienced Project Management

For the past 5 years, the company has more than 200 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti, and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.**

Ceres' management has demonstrated its ability to respond to large-scale events. Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. We successfully responded to all our clients. Two of these projects exceeded 2 million cubic yards of debris each.

Ceres has the resources and experience to handle multiple events and locations. In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado.

Ceres' management has demonstrated its commitment to safe operations. In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-

performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Ceres' management has demonstrated a high level of capability and adaptability. In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of \$2 BIL** per single project. Please refer to proposal **Section 2.5, Resources** for more information.

Equipment

Ceres and its family of companies own 2,019 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control. Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. Please refer to proposal **Sections 1.5, Equipment & 2.5, Resources** for more information.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. For more information please refer to proposal **Sections 1.4, Subcontracting Plan & 2.5, Resources**.

FEMA Knowledge

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take a number of ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-

author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one city during which the city was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over \$1,000,000 from the city. When the city notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the city subsequently received all its eligible reimbursement without any deobligation.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E., County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

1.2 Key Personnel Overview

Ceres Environmental Services, Inc. has over 200 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

For the City of Ocoee, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Ocoee for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Ocoee.

Key Supervisory Personnel Assigned to Project

David McIntyre, Founder and President

He created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, including over 250 disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998. Mr. McIntyre has been the Project and Operations Manager for many of the projects outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

John Ulschmid, Director of Operations

Mr. Ulschmid has more than **34 years of experience** with Ceres Environmental Services, Inc. including project management of multiple FEMA-reimbursed contracts. Mr. Ulschmid manages the company's Construction and Demolition Division as well as various operational aspects of the Emergency Management Services Division, concurrently with the company's Public Affairs and Logistics Management. Mr. Ulschmid has also worked on a variety of other emergency response projects including emergency building demolitions due to floods, Emergency Bank Stabilization of the Mississippi River Lock and Dam 8, and multiple floodway and water control and mitigation construction projects. He has provided project management, supervision, and administration to several federal government clients including the U.S. Army Corps of Engineers, U.S. Air Force, U.S. Navy, U.S. Army, CAL OES, LA DOTD, and TX DOT along with multiple projects with cities, counties, municipalities, and other public agencies with revenues totaling in excess of \$1 Billion. Mr. Ulschmid attended the University of Minnesota, Carlson School of Management where he holds a bachelor's degree in Management Information Systems.

Kevin Sudbury, Project Manager

Mr. Kevin Sudbury will be the Project Manager assigned to Ocoee. Kevin Sudbury has a **25-year career** that includes a far-reaching understanding of operations and finance as well as cross-functional experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. Mr. Sudbury has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, turning around failing projects and developing innovative solutions to any challenge. He possesses demonstrated capability to analyze and translate complex customer requirements, plan for as well as execute simultaneous projects. Mr. Sudbury is an articulate communicator who can fluently speak the

languages of both people and industry-specific terminology, blending technical expertise with exceptional interpersonal skills to reach the desired outcome. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

Hubert Russell (Bo) Ansley, FEMA Reimbursement Specialist

Mr. Hubert Russell (Bo) Ansley will be the FEMA Reimbursement Specialist assigned to Ocoee. **Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years.** His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

Tia Laurie, Contract/Subcontractor Manager

Ms. Tia Laurie, a West Point graduate, is our Contract/Subcontractor Manager. She is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. Ms. Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. She is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that City of Ocoee efforts are well under way within the time frames required.

Additional Supervisory Personnel (Alphabetically by Last Name)

Omar Arroyo, EHS Manager

Mr. Arroyo has more than **22 years of professional experience in safety management.** He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

Marian Banks, Project Superintendent

Mr. Banks joined the Ceres Team in 2018. Prior to working at Ceres, Mr. Banks was a reliable police officer dedicated to saving lives, increasing community safety, and decreasing crime rates for more than 18 years. He proudly served in Desert Storm, Gulf War, and Operations Iraqi Freedom. As a project superintendent for Ceres, Mr. Banks is responsible for overseeing and managing storm removal teams for disaster recovery projects. His responsibilities include but are not limited to maintaining contract schedules, dispatching subcontractors, enforcing site safety requirements and liaising with clients and monitoring agencies.

Mike L. Beevers, Project Manager

Mr. Beevers has been in environmental services for almost **20 years**, starting in earthwork and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects. Mr. Beevers has expertise in responding to various types of disasters, including hurricanes, ice storms, tornadoes, floods, and fires.

Everett Bond, Project Superintendent

Mr. Bond has managed projects since 2016 supervising and managing storm debris removal teams for major disaster recovery projects with Ceres. Mr. Bond's responsibilities were maintaining contract schedules and detailed agreements, communicating with senior project management and lead superintendents to make sure any foreseen issues, opportunities and company change orders and conducted superior oversight of site and subcontractor performance.

Alonzo Clay, Project Manager

Mr. Clay has experience of multiple aspects of emergency response in the past five (5) years. He has served as project manager, superintendent and quality control on projects including hurricanes, tornadoes, ice storms and fires. Mr. Clay is an experienced field manager with excellent communication skills and excels in coordinating and managing multiple crews, ordering materials, tracking costs, scheduling equipment and keeping good relations with clients. He is certified in Hazardous Waste Operations and Emergency Response (HAZWOPER)

Huey Deville, Quality Control Manager

With more than **35 years of construction management and quality control experience**, Mr. Deville is an experienced supervisor and field manager capable of concurrently supervising multiple crews and projects. He is an experienced equipment operator, project estimator, manager, and surveyor with construction experience in commercial, residential and disaster recovery areas of specialty. He is responsible for project planning and execution; project equipment maintenance; crew supervision; project production; workmanship quality, safety, and reporting; and recordkeeping. Mr. Deville's vast experience allows Ceres to apply his expertise in a variety of critical roles including disaster response and recovery mission management, demolition and construction project management. His broad experience, commitment to quality and safety, technical expertise, and natural leadership skills makes Mr. Deville a highly valuable asset to our Supervisory team.

Patricia Deville, Project Superintendent

Ms. Deville has over **20 years of supervisory experience** in the construction field including personnel and subcontractor management, agricultural recycling operations, debris management, yard waste processing, landfill restoration/cover, and new civil construction. Ms. Deville also has experience operating heavy equipment, logging, and grinding equipment. Her management duties as a Site Superintendent includes supervision of material receipts, production and sales; maintenance scheduling; crew and production scheduling; production operations; cost control and reduction; and enforcement of site safety requirements. Her experience managing debris removal operations for Hurricanes Frances, Jeanne, Katrina, Ike, Gustav, the Ice Storm of 2009 in Kentucky and several Civil Construction Projects makes Ms. Deville an invaluable resource to Ceres in performance of contract and emergency debris removal operations and civil construction.

Chad Dorsey, Project Manager

Mr. Dorsey is a self-motivated, results-driven individual who seeks opportunities for growth and knowledge. He joined the Ceres team working in quality control and quickly worked his way to becoming a Project Superintendent/Planning Chief. Prior to working at Ceres, Mr. Dorsey was a reliable police officer for over 20 years which helped sharpen his leadership and communication skills. Mr. Dorsey demonstrates those skills daily and one of his roles included training others. Some of Mr. Dorsey's other responsibilities include, but are not limited to, preparing daily progress reports, creating, and coordinating work schedules, communicating with current clients, ordering the appropriate tools and materials, and resolving any issues that may arise.

Bryan S. Fike, Regional Client Services Director

Mr. Fike possesses more than **30 years of disaster response, recovery, incident command, and command center operations experience**, including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1984 and was followed by a career in law enforcement from which he retired in 2004. **Over the past 19 years, Mr. Fike has managed recovery efforts for many of the largest and most destructive events** to ever impact the United States, by coordinating and overseeing large scale disaster debris removal/recovery operations, supervising debris monitoring programs, and spearheading specialized debris programs, as well as short- and long-term recovery programs for impacted communities across the country.

John Gallicchio, Project Superintendent

Mr. Gallicchio has **twenty-six years of experience** as a Project Superintendent with Ceres Environmental Services, Inc. overseeing and managing disaster recovery, demolition, and construction projects. Mr. Gallicchio's professional work ranged from management oversight and coordinating projects to communicating with the U.S. Army Corps of Engineers.

Millie Gonzales, Finance Chief

Millie Gonzalez has been the lead project accountant on multiple disaster recovery projects. She participated in the accounting for large-scale projects including the USACE Blue Roof Mission in Puerto Rico, USACE Wildfire Debris Removal Mission in Northern California, USACE Southwest Georgia contract and CalRecycle Camp Fire contract. Ms. Gonzalez is experienced in accounting systems and possesses exceptional knowledge of accounting procedures, regulations, and source documents. This includes expenditure, revenue, general ledger and related accounting procedures, the interrelationship of internal and external recordkeeping systems, general bookkeeping, accounting and audit methodology, terminology, and standards.

Rick Good, Project Manager

Mr. Good has more than **20 years of experience in management and operations coordination**. He has full knowledge of State and Federal Environmental codes and regulations and has overseen operational aspects of disaster response projects. In past positions, he has provided clients with consulting and management services regarding hazardous and non-hazardous waste. Mr. Good has also coordinated provisions for clients including both services and subcontractors after an emergency event.

Michael Hansen, Resources Manager

Mr. Hansen brings over **25 years of resources management** to Ceres. Mr. Hansen has been instrumental in debris and construction projects, providing support in operations, logistics,

safety, heavy equipment, ground equipment and purchasing. In addition to logistics and resources management to emergency response projects, he oversees the day-to-day management and maintenance of office equipment, safety equipment, mechanical equipment, heavy equipment, electronic equipment, and fleet vehicles.

Randy Hardy, Quality Control Manager

Mr. Hardy is a resourceful Civil Engineer, Certified Traffic Control Manager, ATSSA-ODOT Traffic Control Flagger Instructor, USACE Construction Quality Manager, EPA Certified Lead/Asbestos Abatement Supervisor with approximately **40 years of CQC Heavy Civil Construction and Disaster Project Management in addition to extensive CQC Planning experience**. He has expertise in guiding a wide range of Heavy Civil Project Operations, including Roads/Bridges Construction/Reconstruction, Drainage, Erosion Control, Laboratory Material Testing, CQC Material Sampling, CQC Field Inspection Management and Traffic Control Plans/Management. Mr. Hardy is proficient in construction project layout, concrete/asphalt roadway operations, concrete construction management, elevation management, and electronic milestone tracking and filing systems/document control. He has a proven record of establishing productive relations with jurisdiction owners, engineering management, subcontractors, and regulatory officials, to drive a strong team with multiple trades. He maintains a professional acquaintance towards CSLB with Classifications in reference to Class A General Engineering, C-31 Traffic Control, California Business & Law, and Hazardous Substance Removal in respect to several licenses.

Bobby Harrell, EHS Manager

Mr. Harrell has more than **25 years of successful safety, fire, and medical project management leadership**. Mr. Harrell holds multiple NWCG, FEMA, OSHA, Fire and Medical certifications.

Tammy Hunt, Superintendent

Tammy Hunt comes from a diverse background with experience in multiple fields, including health, safety and environmental management, quality control, logistics, hazardous material remediation management, training management, resource procurement, risk management, technical writing, EPA/Coast Guard/DOT/OSHA compliance management, disaster debris monitoring, and disaster debris response management. Ms. Hunt has experience in multiple disaster debris disposal projects. Her responsibilities included but were not limited to scheduling, dispatch of subcontractors, and liaising with clients and monitoring agencies.

Kerry Kennedy, Regional Client Services Director

Mr. Kennedy has a combined **38 years of Government and Civilian Project Management experience including 34 years with the US Army Corps of Engineers**. Mr. Kennedy has served in numerous militaries, environmental, disaster response, civil work project roles of varying sizes and scopes. While with the U.S. Army Corps of Engineers, Mr. Kennedy worked on both operational and planning sides of disasters and deployments. While serving as a USACE Liaison Officer and Contingency Planner to a US Combatant Command, Mr. Kennedy was instrumental to the planning involved in both natural and manmade disasters around the world. His planning in that role included FEMA support. Mr. Kennedy has also served as an Operations Manager multiple times, managing multiple budgets, schedules, plans and procurement strategies for numerous projects simultaneously. Under his role as Regional Client Services Director for the east coast, he regularly meets with clients to assist with general inquiries and to provide pre-event training to help them prepare for disasters.

Mike Randall, Project Superintendent

Mr. Mike Randall has worked on multiple upper multi-million-dollar contracts as a Project Manager and Project Superintendent. Mr. Randall works closely with government officials and the Army Corps of Engineers by conducting daily meetings while working on projects. Mr. Randall demonstrates strong leadership and management skills by overseeing the management of Ceres employees and subcontractors, conducting meetings where he issues daily assignments, and troubleshooting operations to ensure continuity of work between all the different State, environmental, archeological, subs and cultural groups working on our projects. Mr. Randall focuses on achieving jobs on time and with profits above projection, achieving protection standards such as environmental standards, and safety.

Dan Selenak, Grinder Operations Manager

Mr. Selenak has **over 25 years' experience in all aspects of grinder operations**. He oversees the operations of all grinders, grinder support equipment, and associated personnel on a day-to-day basis. He has experience managing large-scale grinding operations, including projects that involve over 1 million cubic yards of vegetative material. Mr. Selenak ensures optimal grinding operations for all projects, including in challenging and remote situations, while maintaining quality control procedures and ensuring a safe work environment. Mr. Selenak also conducts training for Ceres' current and prospective grinder operators.

Thomas "Allen" Morse, Senior Debris Management Advisor/Director of Business Development

Mr. Morse has worked for Ceres for 10 years providing technical, political, and professional advice at all operational levels of debris management operations. **He has over 35 years of experience in damage assessment and debris management**. Mr. Morse is retired from the U.S. Army Corps of Engineers (USACE), where he served for 15 years as the National Program Manager for all debris management programs. In this role, Mr. Morse was responsible for training USACE debris teams, as well as training FEMA's FCO cadre on debris management. During his career at the USACE, Mr. Morse provided his knowledge and management skills to some of our nation's most challenging responses. Mr. Morse worked with the USACE in the aftermath of the attack on the Twin towers on September 11. The USACE was tasked by FEMA to perform a forensic analysis of all ground zero debris and identify human remains and personal effects. This was the first time for the USACE to handle a large-scale debris operation as an evidence stream requiring extreme security. Mr. Morse also was the lead debris program manager for Hurricane Katrina in Alabama, Mississippi and Louisiana. This was one of the nation's largest debris management responses requiring \$2.2 billion in FEMA funds allocated for debris removal operations. Mr. Morse is the author of the USACE Hurricane Debris Forecasting Model and the Points of Distribution Commodities planning model.

Linda Smith, Director of Accounting Operations

Ms. Smith has over **30 years of experience in leading accounting teams** in day-to-day activities while providing owners, shareholders, and executives with the financial information and guidance required to make informed business decisions. Ms. Smith is a specialist in coordinating with the City's monitoring firm, assuring a smooth billing and reconciliation process.

Michael Smith, Quality Control Manager / Project Manager

Mr. Smith is a dynamic leader with extensive experience in Safety constructions, maintaining standards in manufactured products by testing a sample of the output against the specification. Delivers excellent on and offsite program management for locations around the world while

ensuring compliance with laws and regulations within guidelines. Creates industry-leading programs that deliver significant cost savings and efficiency gains while minimizing risk and liability exposure in Heavy Industrial setting. Excels in training, developing, and coaching staff in US and globally.

Robert Smith, President of CTL Forest Management, Inc.

Mr. Smith creates strong team environments through customer focus, a clear vision and goals, and a strong performance management structure with the ability to implement corporate directives and ensure safety compliance. In 2023, Mr. Smith was promoted to President of CTL Forest Management, Inc. CTL Forest Management is an affiliate of Ceres. CTL Forest Management, Inc. addresses the growing need in the Pacific Northwest and Southwest United States for pre-disaster wildfire mitigation and post-wildfire hazard tree removal services.

Brent Whitten, Project Manager / Project Superintendent

Mr. Whitten has been involved in **debris management and disaster recovery services for nearly 20 years**. His work has ranged from demolition of residential and commercial sites after Hurricane Katrina to quality control for the U.S. Army Corps of Engineers to debris removal projects following major disasters such as Hurricane Irma and Ida. He is FEMA-certified in Debris Operations and the Incident Command System. He is also a FEMA-certified Disaster Housing Inspector. His responsibilities include direct supervision of a project and ensuring compliance with all safety and quality control regulations. Mr. Whitten brings strong organizational skills and the ability to motivate to any job.

Ed Ziegler, Project Manager

Mr. Ziegler has been in **environmental services for 28 years**, starting in building demolition, slab and foundation removal, restoration and asbestos abatement then moving to disaster recovery response while working on snow removal in the early 1990s. Mr. Ziegler has experience managing large scale demolition and construction projects.

Jay Martin Zulinke, Project Superintendent

Jay Martin Zulinke has **over 20 years of experience** with debris removal, construction, utilities, and environmental operations. As his role as a superintendent, Mr. Zulinke promotes a safety-first mindset and a culture centered around productivity and profitability. His skills include strong leadership, problem solving, and analytical thinking. Mr. Zulinke is knowledgeable on a wide variety of equipment and safety protocols and regulations which ensures that he and his team stay safe and organized.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

If for any reason key personnel named in this proposal are not available for a City of Ocoee event, or are not acceptable to the City, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

1.3 Employee and Firm Certifications and Licenses

See the table below for our employee's certifications and training including NIMS, FEMA, OSHA, USACE and additional Certifications.

IS 100 - Introduction to the Incident Command System			
Kevin Sudbury	Michael Randall	Alonzo Clay	Robert Smith
Tia Laurie	Mike Hansen	Linda Smith	Jay Zulinke
Marian Banks	Milagros Gonzalez	Marcus Smith	Everett Bond
Bryan Fike	Patricia Deville	Mike Dillard	Tammy Hunt
Brent Whitten	Mike Smith	Chad Dorsey	
IS 101 – Preparing for Federal Disaster Operation: FEMA			
Patricia Deville	Alonzo Clay	Marcus Smith	Mike Randall
Chad Dorsey			
IS 700 – National Incident Management System (NIMS), An Introduction			
Tia Laurie	Kevin Sudbury	Marian Banks	Patricia Deville
Bryan Fike	Marcus Smith	Michael Randall	Tammy Hunt
Linda Smith	Alonzo Clay	Mike Hansen	
IS 703 – National Incident Management System Resource Management			
Mike Randall			
IS 120 – An Introduction to Exercises			
Michael Smith	Marcus Smith		
IS 200.b – ICS for Single Resources and Initial Action Incident			
Chuck Owens	Patricia Deville		
IS 200.c – Basic Command System for Initial Response			
Michael Smith	Chad Dorsey	Mike Hansen	Brent Whitten
Patricia Deville	Alonzo Clay	Everett Bond	Jay Zulinke
Robert Smith	Milagros Gonzalez	Mike Dillard	Mike Randall
Marcus Smith	Marian Banks		
IS 242 – Effective Communication			
Bryan Fike	Patricia Deville	Marcus Smith	Jay Zulinke
Mike Dillard	Mike Randall		
IS 276 – Benefit-Cost Analysis (BCA) Fundamentals			
Brent Whitten			
IS 300 – Intermediate Incident Command System Course			
Patricia Deville	Mike Hansen		
IS 400 – Advanced Incident Command System Course			
Patricia Deville	Mike Hansen		
IS 800 – National Response Framework, An Introduction			
Bryan Fike	Tia Laurie	Linda Smith	Michael Randall
Alonzo Clay	Marian Banks	Chuck Owens	Patricia Deville
Marcus Smith			
IS 5 – An Introduction of Hazardous Materials			
John Gallicchio	Mike (Lonnie) Beevers	Mike Randall	Marcus Smith
IS 10 – Animals in Disaster, Awareness and Preparedness			
Tia Laurie	Marcus Smith	Tammy Hunt	

IS 18 – Equal Employment Opportunity (EEO) for Employees			
Tia Laurie			
IS 33 – FEMA Initial Ethics Orientation			
Kevin Sudbury	Bryan Fike		
IS 42 – Social Media in Emergency Management			
Jay Zulinke	John Gallicchio	Robert Smith	Marcus Smith
Mike Randall	Marian Banks	Mike Dillard	
IS 102 – Deployment Basics for FEMA Response Partners			
Tia Laurie	Kevin Sudbury	Brent Whitten	Linda Smith
Alonzo Clay	Michael Randall	Marcus Smith	
IS 230 – Fundamentals of Emergency Management			
Alonzo Clay	Bryan Fike	Chad Dorsey	Tammy Hunt
John Gallicchio	Michael Randall	Michael Dillard	Patricia Deville
IS 235 – Emergency Planning			
Alonzo Clay	Marcus Smith	Michael Randall	
IS 35 – FEMA Safety Orientation			
Bryan Fike	Mike Beevers	Alonzo Clay	Jay Zulinke
Marcus Smith			
IS 240 – Leadership and Influence			
Linda Smith	Chad Dorsey	Michael Dillard	Robert Smith
Patricia Deville	Jay Zulinke	Marcus Smith	Michael Randall
IS 630 – Introduction to the Public Assistance Process			
Tia Laurie	Patricia Deville		
IS 631 – Public Assistance Operation I			
Brent Whitten			
IS 632 – Intro to Debris Opers in FEMA's Public Assis. Prg			
Kevin Sudbury	Tia Laurie	Alonzo Clay	Robert Smith Jr.
Brent Whitten	Bryan Fike	Chad Dorsey	Tammy Hunt
Patricia Deville	Marcus Smith	Marian Banks	Kerry Kennedy
Michael Dillard	Michael Randall		
IS 706 – NIMS Intrastate Mutual Aid an Introduction			
Marcus Smith			
IS 803 – Emergency Support Function (ESF) #3 Public Works and Engineering			
Kerry Kennedy			
USACE – Construction Quality Management for Contractors #784			
Kevin Sudbury	Tia Laurie	Alonzo Clay	Raymond Arndt
Brent Whitten	Everett Bond	Tammy Hunt	Bobby Harrell
John Ulschmid	Kerry Kennedy	Marcus Smith	Paulino Ortiz
Michael Smith	Michael Randall	Jay Martin Zulinke II	
OSHA 30 Hour Outreach Training			
Kevin Sudbury	Omar Arroyo Jr.	Brent Whitten	Tammy Hunt
Chad Dorsey	Michael Randall	Jake Thompson	Patricia Deville
Mike Beevers	Jay Martin Zulinke II	Marcus Smith	Alonzo Clay
Marian Banks	Robert E Smith Jr.	Michael Smith	
OSHA 10 Hour Outreach Training			
Mike Hansen	Brian Ritter	David Davenport	Tammy Hunt

Huey Deville	Jake Thompson	Joey Deville	Michael Smith
John Ulschmid	Michael Hansen	Alexander Ziegler	Raymond Arndt
Hazwoper 40 Hour			
Kevin Sudbury	Alexander Ziegler	Alonzo Clay	Raymond Arndt
Bobby Harrell	Brent Whitten	Chad Dorsey	Reginald Harden
Patricia Deville	Michael Lonnie Beevers	David Grutkoski	Tammy Hunt
John Gallicchio	Edward D Ziegler Sr	Jake Thompson	Ricardo Morales
Everett Bond	Jay Martin Zulinke II	Charles Schlueter	Domenick Fazio
Marcus Smith	Marian Banks	Michael Randall	Simon Neuens
Michael Smith	Ronnie Prince		
GHS and OSHA Hazardous Communications			
Michael Smith			
Adult CPR			
John Gallicchio	Milagros Gonzalez	Sammy Aaron	Wyatt Watson
Jesse Deville	Tammy Hunt	Marlon Davis	

Please see the following pages for Ceres' General Contractors License and Certificate of Status.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCINTYRE, DAVID A

CERES ENVIRONMENTAL SERVICES INC
6968 PROFESSIONAL PARKWAY EAST
★ SARASOTA FL 34240 ★

LICENSE NUMBER: CGC1508764

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that CERES ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2020, effective July 31, 1995.

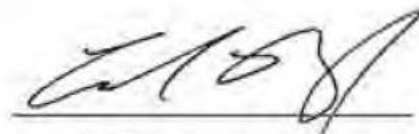
The document number of this corporation is P20000086640.

I further certify that said corporation has paid all fees due this office through December 31, 2024 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of February, 2024*




Secretary of State

Tracking Number: 7511825279CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

1.4 Subcontracting Plan

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well-developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor. During our Hurricane Katrina response, Ceres was very successful in subcontracting with local companies. Our priority is to give opportunities to local firms, and it is our commitment to meet or exceed other small business and minority hiring goals of the City. We recognize the importance of bringing in local companies and thereby further assisting in the economic recovery of the local area. **Ceres paid local subcontractors 59.5%** of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).

Methods Utilized to Develop and Achieve Subcontracting Goals

Ceres will utilize a minimum of one subcontract manager and/or specialists in the execution of this contract. All personnel are familiar with and recognize Ceres' commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 and Public Law. Ceres will conduct internal training seminars and workshops to assure staff compliance with requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

In addition to technical and field work subcontracted in association with this contract, buyers will make every effort to identify and utilize SBs & SDBs for supplies and services including but not limited to the following: Office and temporary housing service, Cleaning and supplies, Housekeeping Services, Laboratory Supplies and Services, Safeguarding and Security Services, and other supplies and services not typically identified for subcontract opportunities to targeted firms. Additionally, large business subcontractors will be counseled on the identification, evaluation, solicitation, and utilization of targeted businesses within their scope of services.

Through the application of Ceres' proven capabilities relative to technical performance and contract administration, it is our intent that the Owner be provided with the highest level of performance while still achieving our participation goals and capturing opportunities for these businesses while acquiring an expanded base of qualified small businesses; obtaining more competitive pricing on procurement opportunities resulting in cost savings; and achieving an increase in small business program goal accomplishments.

Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

It is the policy of Ceres and its agents, hereinafter referred to as "contractor" or "contractor plan," to hire small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Ceres agrees to carry out this policy in awarding to subcontractors, to the fullest extent possible, consistent with the efficient performance of this agreement and its options. Ceres agrees to cooperate in any studies or surveys that may be conducted by the City as may be necessary to determine the extent of Ceres' compliance with this clause.

Ceres will presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any individual found to be disadvantaged by the Administration pursuant to 8(a) of the Small Business Act.

Utilization of Service Disabled-Veteran, Veteran-Owned and Women-Owned Small Business Concerns

It is the policy of Ceres to hire small business concerns and small business concerns owned and controlled by service-disabled veterans, veterans, and women. Service-disabled veteran and women owned, as used in this clause, means businesses that are at least 51 percent owned by veterans, service-disabled veterans or women who are United States citizens and who also control and operate the business. Ceres agrees to use its best efforts to give veteran, service-disabled veteran, and women-owned small businesses the maximum practical opportunity to participate in subcontract awards to the fullest extent consistent with the efficient performance of this contract plan.

Utilization of HUBZone Small Business Concerns

It is the policy of Ceres to hire HUBZone small business concerns. HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns Maintained by the SBA.

Description of Efforts to Ensure That SBs, Service-Disabled Veteran Businesses, Woman-Owned Businesses, HUBZone Businesses, and SDBs Have an Equitable Opportunity to Participate in the Acquisition

Ceres agrees to use its best efforts to give targeted business the maximum practical opportunity to participate in subcontract awards to the fullest extent consistent with the efficient performance of this contract plan. Ceres will assist small business and small disadvantaged concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Payment schedules will be adjusted to allow for participation of all firms with cash flow concerns. Materials, Supplies, Equipment and Services will be identified and discussed with these concerns. These items include POL products, Parts and Equipment, and Services (Equipment rental, equipment subcontracting, etc.).

Past Performance

In 2018, Ceres responded to the USACE Debris Mission in the U.S. Virgin Islands. Ceres was very successful in subcontracting with local companies, with 72% of the money spent to complete the contract staying within the U.S. Virgin Islands; 100% of the subcontractors used on this project were small businesses. Ceres responded to the USACE, Lake, Mendocino, and Napa County Fire project in 2018 as well. More than half of the subcontractors were considered small businesses and all the subcontractors were from California. Ceres made a huge effort to involve as many Native American tribes from the fire affected areas. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita in 2005-2006, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses.

On USACE projects performed by Ceres, in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to

local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

During the performance of the above-mentioned contracts Ceres successfully utilized several hundred local SB and SDB firms and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Numerous other government projects have been completed by Ceres over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for City of the Ocoee will also be successful in meeting, minimally, the stated goals contained within this plan.

List of Subcontractors

Category Key: SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; WBE = Women Business Enterprise; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; SBE = Small Business Enterprise; DBE = Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise, MVB = Minority Veteran Business;

Ceres Environmental Services, Inc. has identified the following potential subcontractors for Ocoee. Ceres has made Good Faith Efforts to contact Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus area firms that are certified subcontractors that perform the services in the scope of work of this RFP. **Please refer to Tab 4 for our subcontractors' certifications.**

Ceres Environmental Services, Inc. and its family of companies own 2,019 pieces of disaster response equipment valued at over \$108 million. Substantially more additional equipment available through our subcontractors. Please refer to proposal **Section 1.5, Equipment** for a sampling of important equipment by category that is available through our subcontractors.

Proposed Subcontractors for Ocoee, FL

Subcontractor Name/Contact Info	Address	Scope of Work	Qualifications	FED ID #	Certificates
Isla Maritime, Inc. Aileen Caras 954.494.3733	1695 Cameron Ct, Trinity, FL	Marine Salvage and Diving	Marine Salvage business for 15 years.	92- 1730454	M/WBE
Big Dog Express of South Florida, Emilio Perez 561.924.9250	691 East Main Street, Pahokee, FL	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out.	Disaster Debris business for 20 plus years.	26- 3037741	MBE

Subcontractor Name/Contact Info	Address	Scope of Work	Qualifications	FED ID #	Certificates
Bennett Restoration Services, LLC Lois Hill 407.223.6231	4630 S Kirkman Rd, Orlando, FL	Debris Removal, Mulch Haul Out,	Disaster Debris business for 30 years	84-2153963	WOSB
Strategic Investments, LLC Jimmy NGO 904.572.2198	6985 Ortega Woods Jacksonville, FL	Debris Removal, Tree Trimming & Removal, Stump Removal, HHW Removal, Mulch Haul Out.	Disaster Debris business for 8 years.	81-2606087	
Siles & Sons Carlos Siles 407.601.0472	345 Thorpe Rd, Orlando, FL	Debris Removal, Tree Trimming & Removal, Hauling	Disaster Debris business for 6 years.	71-0972203	MBE, DBE
Renew Construction Services Robyn Donaldson 813.990.7700	6931 Waterbrook Court, Gibsonton, FL	Disaster Recovery	Disaster Recovery business for 5 years	47-1907700	DBE, SBE, MWBE
Highland Trucking & Equipment, Inc. Oluwole Akinleye 678.849.8324	1669 Perk Silver Run Rd, Perkinston, MS	Debris Removal, Emergency Road Clearance, Tree Trimming & Hauling, Stump Removal, Mulch Haul Out.	Disaster Recovery business for 6 years.	82-3331147	DBE
Optimal Recovery, LLC Brent Reddy 352.206.5541	12492 Eastpointe Drive, Dade City, FL	Disaster Recovery, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, HHW Removal, Mulch Haul Out	Disaster Recovery business for the past 18 years.	20-8793848	
All Florida Tree & Landscapes, Inc. Richard Grimes 1.262.9752	1760 N Jog Rd, West Palm Beach, FL	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Emergency Road Clearance	Disaster Recovery & Arborist business for the past 21 years.	05-0567287	SBE
WRC Chris Wiecech 910.874.2085	W1860 Wiecech Lane, Bark River, MI	Debris Removal, Tree Trimming & Removal, Stump Removal,	Disaster Recovery Removal business for the past 22 years.	20-3771490	
Mullins Enterprises Eric Mullins 606.794.4586	PO BOX 2139, Pikeville, KY	Debris Removal, Mulch Haul Out.	Disaster Recovery Removal business for	61-1166990	

Subcontractor Name/Contact Info	Address	Scope of Work	Qualifications	FED ID #	Certificates
			the past 7 years		
Specialized Services, LLC Brent Gladden 334.444.8423	2920 Wyndham Industrial Drive, Opelika, AL	Debris Removal	Disaster Recovery Removal business for the past 6 years	81-0783371	
LZ Logistics, LLC Luke Martin 907.687.5840	PO BOX 367, Mountain Grove, MO	Debris Removal, Tree Trimming & Removal, Stump Removal, Emergency Road Clearance, Marine Debris HHW Removal, Mulch Haul Out, Grinding	Disaster Recovery Removal business for the past 5 years	83-3226392	
Tri State Timber Land Improvement, LLC Don Gibson 660.465.2975	353 Grand Ave, Memphis, MO	Disaster Debris Removal, Tree Trimming & Removal, Stump Removal, Grinding, Mulch Haul Out.	Disaster Recovery Removal business for the past 10 years	36-4767692	
Cole Field Services, LLC Tom George 210.316.2221	601 Shearer Rd, Bulverde, TX	Debris Removal, Tree Trimming & Removal, Stump Removal, Emergency Road Clearance.	Disaster Recovery business since 2006.	28-8664877	DBE

1.5 Equipment

Ceres Environmental Services, Inc. and its family of companies own 2,019 pieces of disaster response equipment valued at over \$108 million. Substantially more additional equipment available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Ceres commits to having a minimum of two (2) crews mobilized for this contract upon issuance of a Notice to Proceed.

Ceres owns all of the equipment needed for supporting its own personnel in the field, including mobile living quarters, food supply, large potable water supply tanks and large septic storage systems. These systems save valuable management time in responding to higher category storms. Ceres also has these same systems to provide project-wide support including for Government personnel.

Category	Owned	Description
Light Truck	163	Pickup Trucks, ½ & ¾ Ton Size
Service Truck	24	Mechanic & Oiler Trucks
Self-Loader Truck	21	Straight Trucks with Grapple Loader
Bucket Truck	35	Arbor Truck with Boom
Straight Truck	58	Flatbed, Dump & Roll Off Trucks
Semi-Tractor	52	Tandem & Tri Axle Tractors
Utility Trailer	83	Car Hauler & Service Trailers
Dump Trailer	52	Dump Trailers
Walking Floor Trailer	23	48' Self Unloading Debris Trailers
Tag Trailer	19	40K# Tag Along Trailer for Self-Loader Support
Lowboy Trailer	12	Heavy Equipment Hauler Trailers
Debris Container	37	Assorted Roll Off Containers
ISO Storage Container	81	Portable Shipping/Storage Containers
Inspection Tower	6	Portable Traffic Inspection Tower
Portable Office	7	Portable Self-Contained Office
Portable Berthing (R/V)	25	Assorted berthing to house and sleep crew
Wheel Loader	26	Assorted Wheel Loaders with Bucket and/or Grapple
Backhoe Loader	1	Wheel Backhoe Loaders
Skid steer Loader	28	Assorted Wheel or Track Skid steer Loaders
Swinger Loader	3	Swinger Loader with Bucket and/or Grapple
Telehandler	9	Assorted Sized with Forks, Grapple and Bucket
Hydraulic Excavator, Tracked	57	Assorted Tracked Excavators with Bucket and/or Grapple
Hydraulic Excavator, Wheel	2	Wheeled Excavator with Grapple, Breaker, and Buckets
Hydraulic Amphibious Excavator	2	Pontoon Flotation Excavator with 50' Reach
Hydraulic Demolition Excavator	3	High Reach Demolition Units
Tracked Dozer	21	Assorted Dozers Straight Blade or 6 Way Blade
Self-Propelled Sweeper	10	Wet/Dry Sweeper, Truck Mounted Vacuum System
Tub Grinder	7	Assorted Sized Tub Grinder for Vegetative Reduction
Horizontal Grinder	10	Track Mounted and Trailer Mounted Grinders
Brush Chipper	60	Assorted Sized Pull Behind Chipper for Vegetative Reduction
Tree Chipper	10	Track Mounted and On Road Wheeled Self-Loading Chipper
Crusher, Jaw Style	1	Track mounted crusher unit
Portable Screening Machine	9	Assorted Screening Units for Soils and Aggregates, 2 on Tracks
Portable Material Density Separator	1	Water bath Unit for Separating Materials
Light Plant	11	Assorted Lamp Light Plants, 2 with 20KW Generator

Category	Owned	Description
Air Curtain	10	9 Portable Air Curtain Trench Burner and 1 Fire Box Incinerator
Water Pump	25	Portable Water Pumps Sizing from 3" – 12"
Generator Set	38	Assorted Generators Sizing from 6KW to 240KWmw
Assorted Attachments	435	Buckets, Grapples, Blades, Shears etc.... for equipment support
Marine Skimmer Vessel	5	Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants
Marine Cleaning Equipment	1	Self-powered Beach Cleaner
Forestry - Tree Handler	10	Track Mounted and On-Road Wheeled Long Reach Tree Handler 42' to 75' Reach
Forestry - Forwarders, Harvesters, Skidders, Masticator, Log Loaders	19	Forwarders, Harvesters, Skidders, Tracked Masticator and Log Loaders
Water Trailer, Fire Response	57	Trailer with 525 gallon water tank, HP Pump and Fire Hoses
Logging Trailer	17	Hay Rack, Short Logger, Log Dolly
Miscellaneous	433	Tools, etc.

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

Type of Equipment	Quantity
Air Curtain Burner	585
Bucket Trucks	1,136
Concrete/Rock Crushers	54
Excavator	3,356
Knuckleboom-Prentice-Style-Self-Loader	5,219
Roll Off Trucks	3,955
Skid Steer	7,439
Skid Steer with/Grapple	9,001
Tractor-Trailer End Dump	11,872
Tractor-Trailer Live Bottom	4,078
Truck-Dump-Single Axle	7,973
Truck-Dump-Tandem Axle	15,358
WheelLoader-FrontEnd-4Yard	6,092

Please refer to Tab 4 for a full list of Ceres owned equipment.

2 COMPANY EXPERIENCES/REFERENCES

2.1 Current/Recently Completed Work – 3 Years

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 330 FEMA-reimbursed projects. Below is a selection of our current / past performance from the past three (3) years; additional details on our past performance are available upon request. **Currently 91% of Ceres' resources are unallocated and available for other projects.**

Ceres Current Work in Progress

Contract Owner	Contract Title/Type	Contract/Task Order Amount	% Complete	Projected End Date
East Feliciana Parish, LA	Agreement for Special Services – Waterway Debris Removal	\$2,281,874	78%	8/30/2024
City of Tallahassee	Debris Removal and Disposal Services – Tornado Event	\$10,000,000	75%	7/20/2024
City of San Marcos, TX	On-Call Debris Services	\$300,000	97%	7/15/2024
Bell County, TX	RFP 04-23 Disaster and/or Storm Recovery Services – Wind Event Response	\$872,523	40%	7/21/24
St. Martin Parish, LA	Debris Removal and Disposal Services - Severe Weather Event Activation	\$400,000	95%	7/11/24
Maury County, TN	Debris Removal Services Contract – Tornado Event	\$2,000,000	40%	7/21/24
Plano, TX	Debris Removal – 2024 Wind Event	\$450,000	70%	7/15/2024
East Feliciana Parish, LA	Debris Removal – Severe Wind Event	\$500,000	85%	7/11/2024

Projects Completed Within the Past 3 Years

Owner & Location	Title of Work	Value	CY	Time Period	Description
Slidell, LA	Emergency Push following a Tornado	\$13,217.40	Hourly	April 2024	Removed debris from roadways
St Tammany Parish, LA	Tornado Debris Removal	\$700,819	54,417	April 2024	Disaster debris removal and reduction following am EF2 tornado
Rockdale County, GA	Debris Removal for Emergency Management Agency	\$346,773	30,606	April 2024	Disaster debris removal, reduction, and disposal following am EF2 tornado
Merced County, CA	Agreement for Special Services – Flood Debris Removal	\$1,732,223	65,978	July 2023 – March 2024	Removal and reduction of Debris following flood event
Cape Coral, FL	Vacant Lot Debris Removal	\$2,923,339.56	Time and Materials	October 2023 – April 2024	Private Property Debris Removal from vacant lots following Hurricane Ian
FDOT District 2 – Taylor County, FL	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations	\$30,991,644	1,752,129	September 2023 – February 2024	Removal and reduction of Debris following Hurricane Idalia

Owner & Location	Title of Work	Value	CY	Time Period	Description
Columbia County, FL	Disaster Debris Removal and Disposal	\$663,803	52,643	September – November 2023	Removal and reduction of Debris following Hurricane Idalia
Taylor County, FL	Debris Management Services Contract	\$365,308	23,614	September - November 2023	Removal and reduction of Debris following Hurricane Idalia
St. Tammany Parish, LA	Waterway Debris Removal	\$8,381,699	381,333 LF	September 2022 - September 2023	Removal of debris from waterways throughout the Parish.
City of Perry, FL	Hurricane Idalia Debris Removal and Disposal Services	\$249,218	15,715	September - October 2023	Removal and reduction of Debris following Hurricane Idalia
Glynn County, GA	Debris Removal and Disposal Services	\$332,556	25,440	September – November 2023	Removal and reduction of debris following Hurricane Idalia
State of Vermont	Debris Management Services	\$634,553	1,855.7 CY of Veg & 5920 Tons of C&D	July – September 2023	Removal of Debris Following July Severe Flooding Event
Shreveport, LA	Vegetative Storm Debris Removal and Disposal Services	\$2,180,607	195,220	July – September 2023	Removal of Debris Following June Major Storm
Tulare County, CA	Flood and Storm Debris Removal	\$231,921.72	5,982.25	March – September 2023	Removal of Debris Following Flood Disaster
Livingston Parish, LA	Vegetative Debris Removal from Parish Waterways	\$65,467,989	3,306,224 Linear Feet	May 2018 – September 2023	Removal of waterway debris as part of the NRCS funded Emergency Watershed Protection Project
Harris County, TX	Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Staging and Reduction Sites	\$423,305.10	21,152.35	June – July 2023	Removal of Debris Following June Windstorm
Carroll County, MS	MS Exigent Circumstances- Tornadoes	\$362,202	34,613.30	March – July 2023	Removal of Debris Following March Mississippi Tornadoes
Williamson County, TX	Debris Management Services	\$3,422,753	95,550 CY	March-June 2023	Removal of Debris Following Winter Storm Mara

Owner & Location	Title of Work	Value	CY	Time Period	Description
Austin, TX	Debris Removal Services	\$2,895,125	235,346	February - March 2023	Removal of Debris Following Winter Storm Mara
Arcadia, FL	Emergency Debris Removal and Disposal Services	\$1,400,512	97,379	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Bradenton, FL	Disaster Debris Collection Services	\$588,862	34,738	September – November 2022	Removal of Debris Following Hurricane Ian
Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	\$64,888,996	2,707,047	September 2022 – May 2023	Removal of Debris Following Hurricane Ian
Deltona, FL	Emergency Debris Removal Services	\$1,735,331	142,427	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Collier County	Emergency Debris Removal Operations	\$18,486	440 trees 240 CY	December 2022	Removal of Debris Following Hurricane Ian
FDOT, District 1- Hendry County	Emergency Debris Removal Operations	\$17,259	1,218	January 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Lee County	Emergency Debris Removal Operations	\$820,572	45,262	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Manatee County	Emergency Debris Removal Operations	\$935,156	45,768	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Sarasota County	Emergency Debris Removal Operations	\$1,346,299	67,002	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
Hardee County, FL	Debris Management	\$2,712,465	170,673	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Holmes Beach, FL	Debris Removal Services	\$168,790	8,481	October – November 2022	Removal of Debris Following Hurricane Ian
Indian River County, FL	Disaster Debris Removal and Disposal	\$138,002	9,952	October – November 2022	Removal of Debris Following Hurricane Ian

Owner & Location	Title of Work	Value	CY	Time Period	Description
Longwood, FL	Disaster Debris Removal Services	\$236,358	14,485	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Manatee County, FL	Debris Management Services and Emergency Response Management and Recovery Services	\$2,091,469	136,011	October 2022 – December 2022	Removal of Debris Following Hurricane Ian
Melbourne, FL	Disaster Debris Removal Services	\$358,039	37,043	October 2022 – December 2022	Removal of Debris Following Hurricanes Ian and Nicole
Mt. Dora, FL	Emergency Debris Hauling and Disposal	\$112,132	8,774	September – December 2022	Removal of Debris Following Hurricanes Ian and Nicole
North Port, FL	Disaster Debris Clearance and Removal Services	\$42,031,396	2,446,843	October 2022 – March 2023	Removal of Debris Following Hurricane Ian
Palmetto, FL	Emergency Response Debris Removal Services	\$309,118	26,293	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal	\$623,932	54,499	September 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sarasota, FL (City of)	Disaster Recovery Services	\$2,405,850	114,340	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sebastian, FL	Disaster Debris Removal and Disposal	\$28,353	3,161	October 2022	Removal of Debris Following Hurricane Ian
Seminole County, FL	Disaster Debris Hauling	\$2,573,750	182,533	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Wellington, FL	Disaster Recovery Services	\$39,052	3,387	October 2022	Removal of Debris Following Hurricane Ian
Winter Park, FL	Emergency Debris Management Services	\$270,711	19,822	October – November 2022	Removal of Debris Following Hurricane Ian
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$781,869.60	52 Acres	March – June 2022	Removal of debris and cleaning of drainageway
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$518,591.40	42 Acres	March – June 2022	Debris Clearance and Removal Services

Owner & Location	Title of Work	Value	CY	Time Period	Description
St. Helena Parish Police Jury, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$5,036,779	349,389	September 2021 – April 2022	Removal and disposal of debris following Hurricane Ida
Kenner, LA	Post-Disaster Debris Collection, Processing and Disposal Services	\$5,015,066	239,906	September - December 2021	Removal and disposal of debris following Hurricane Ida
East Feliciana Parish, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$1,123,044	32,252	September - December 2021	Removal and disposal of debris following Hurricane Ida
Mandeville, LA	Emergency Debris Removal and Disposal	\$5,576,418	306,702	September-December 2021	Removal and disposal of debris following Hurricane Ida
Covington, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$3,550,181	157,712	September - December 2021	Removal and disposal of debris following Hurricane Ida
Westwego, LA	Emergency Debris Removal	\$298,695	18,787	September – December 2021	Removal and disposal of debris following Hurricane Ida
Denham Springs, LA	Disaster Debris Management and Disposal Services	\$984,710	70,589	September-November 2021	Removal and disposal of debris following Hurricane Ida
Gonzales, LA	Disaster Debris Removal	\$1,493,917	106,041	September - October 2021	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 1)	Debris Collection, Removal, Processing, and Disposal	\$2,635,055	112,085	September-January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 2)	Debris Collection, Removal, Processing, and Disposal	\$2,149,393	72,289	September-January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 3)	Debris Collection, Removal, Processing, and Disposal	\$2,436,468	97,421	September-January 2022	Removal and disposal of debris following Hurricane Ida

Owner & Location	Title of Work	Value	CY	Time Period	Description
Richwood, TX	Debris Removal and Disposal Services	\$140,461	11,437	September-October 2021	Removal and disposal of debris in response to Tropical Storm Nicholas
Thibodaux, LA	Disaster Debris Management Services	\$1,653,961	105,691	August – November 2021	Removal and disposal of debris following Hurricane Ida
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	\$23,019,328	1,322,210	August 2021 – January 2022	Removal and disposal of debris following Hurricane Ida
Larimer County, CO	Poudre Canyon Mudslide	\$308,779	3,655 CY	July – Aug 2021	Debris removal following a mudslide in Poudre Canyon. Debris included land and waterway vegetation, C&D, and hazardous materials such as asbestos.
Macon-Bibb County, GA	Waste Disposal Services	\$665,027.95	2,304 tons	July – September 2021	Mixed debris removal
Vermilion Parish, LA	Non-Storm Related Debris Removal	\$32,130	1,640	July 2021	Non-emergency yard waste collection
Larimer County, CO	Cameron Peak Fire 2020 - Debris Management Services	\$3,860,431	14,207 trees	May-July 2021	Hazard tree removal steep slope tree removal, and tree grinding following Cameron Peak Fire in Colorado
City of Sarasota, FL	Disaster Recovery Services – Red Tide Clean Up	\$51,317	Hourly	August 2021	Manual and mechanical beach and shoreline raking for red tide debris removal
Linn County, IA	Derecho Storm Debris Removal from Waterways	\$89,353	3,284	June-August 2021	Removal of waterway debris following the 2020 Derecho in Iowa
Oregon Department of Transportation (ODOT)	Hazard Tree Removal Services	\$36,294,618	22,311 trees	February 2021 – April 2022	Hazard Tree Removal in 3 Operational Branches: Branch 1: Archie Creek Fire, Douglas County, Branch 5: Thielson Fire, Douglas County and Branch 6: Two Four Two Fire, Klamath County.

2.2 References

Ceres Environmental Services, Inc. has a long record of successful contract performance. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. The following tables contain a selection of our references from projects completed in the past three (3) years. Please refer to proposal **Section 2.6, Reference Letters** for a selection of letters of recommendation.

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Ian	Disaster Debris Clearance and Removal Services	North Port, FL	\$42,031,396.28 2,446,843 CY	October 2022 – March 2023
	Point of Contact: Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd., North Port, FL 34286, Tel.: (941) 240-8074; flama@northportfl.gov			
Hurricane Ian	Emergency Disaster Assistance and Debris Removal	Cape Coral, FL	\$64,888,996 2,707,047 CY	October 2022 – May 2023
	Point of Contact: Terry B. Schweitzer, Solid Waste Manager; P.O. Box 150027, Cape Coral, Florida 33915-0027, Tel: 239-573-3136; tschweitzer@capecoral.gov			
Hurricane Idalia	Emergency Debris Removal Services	FDOT District 2 – Taylor County	\$30,991,644 1,717,950 CY	September 2023 February 2024
	Point of Contact: Kevin Rogers, Dist. 2 Construction Services Manager, 1109 South Marion Avenue, Lake City, FL 32025; Tel (352) 961-7416; FAX (386) 961-7416, Kevin.Rogers@dot.state.fl.us			
Hurricane Ian	Removal of Debris Following Hurricane Ian	Melbourne, FL	\$232,153 25,852 CY	October 2022 – November 2022
	Point of Contact: Jennifer Wilster - Environmental Community Outreach Manager, City of Melbourne ECO Division 2885 Harper Road, Melbourne, FL 32904, Tel: (321) 608-5080, Jennifer.Wilster@mlbfl.org			
Summer Flood Event	Debris Management Services	State of Vermont	\$634,553 5,920 Tons	July – September 2023
	Point of Contact: Steven Young, State Debris Management Coordinator, 1 National Life Drive – Davis 1, Montpelier, VT, 05620, (802) 261-5823, Steven.Young@vermont.gov			
Hurricane Ida	Disaster Debris Removal	Gonzales, LA	\$1,623,500 106,041 CY	September – October 2021
	Point of Contact: Jackie Baumann, City Engineer, 120 S. Irma Blvd., Gonzales, LA 70737; Tel. (225) 647-9589; jackie@gonzalesla.com			

2.3 Rapid Mobilization and Response

The following is a general discussion of Ceres Environmental Services, Inc.'s technical approach and understanding of the scope of work. It includes a timetable for response and recovery based on past Ceres experience and our standing disaster response plans. The overall plan for rapid mobilization is then described.

Our Response to You

Our record demonstrates that we stand ready to perform tasks of any size. In order to keep that record intact our preplanning is already underway for Ocoee. As part of its response, Ceres has identified our office in Sarasota, Florida as a mobilization headquarters. Ceres' mobilization planning and localized subcontracting efforts are implemented to minimize lead times during

an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us.

Project Timeline

The following describes the typical workflow between Ceres and Ocoee once a contract award has been received until FEMA reimbursement.

Projected Storm Preparation and Response Table	
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Ocoee. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Ocoee when the day comes for a disaster response.
Contract Award	Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Ocoee and will be available to the City 24 hours per day, 7 days per week.
Planning and Training	If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Ocoee personnel in the EOC and help prepare for storm impact and recovery.
Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.
Cut and Push	The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.
FEMA Records and Data Management	Ceres will assist Ocoee on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City.
Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day.

First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to cleanup any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Ocoee personnel, but daily presence may not be needed by this time.
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Ocoee so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.
FEMA Reimbursement	Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.

Mobilization Phase

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay. Below is a table of response times to an event in the City of Ocoee. Response times may vary according to storm intensity.

Service	Response Time to Mobilize	Service	Response Time to Mobilize
Emergency Road Clearance	12 Hours	Emergency Power Generators	12 Hours
Temporary Satellite Systems	12 Hours	Portable Sanitary Facilities	12 Hours
Reefer/Refrigerator Containers/Ice	12 Hours	Potable Water Trucks/Bottled Water	12 Hours
Mobile Fleet Repair Facility	24 Hours	Temporary Signage/Traffic Control	12 Hours
Canteen & Operation	24 Hours	Right of Way Debris Management	12 Hours
Tree/Tree Stump/Limb Removal	12 Hours	Right of Entry Debris Management	24 Hours
Demolition of Structures	24 Hours	Temporary Lighting	12 Hours
Rental of Equipment	12 Hours	Temporary Fueling Facilities	24 Hours
Portable Housing Facilities	24 Hours	Temporary Fencing	24 Hours

Ceres commits to having a minimum of two (2) crews mobilized for this contract upon issuance of a Notice to Proceed.

Pre-Landfall Activities

Ceres Representative (Early Rep): Ceres will provide, at the City's request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to Ocoee one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

Equipment pre-staging: Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the City's location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits and have sufficient equipment to begin the load and haul as soon as possible.

Subcontractor Liaison: As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

Project Advance Team

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

Contractor Mobile Command Center

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary

communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

Satellite

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also has the capability to utilize various satellite communications system, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Lastly, during two recent USACE Debris Missions, Ceres deployed mobile satellite dishes at remote debris management sites to maintain connectivity for real-time production numbers. In the U.S. Virgin Islands after Hurricane Irma and Maria, the telecommunications network on the islands were destroyed. Given the islands remote location, telecommunications providers struggled to repair the network. Ceres deployed mobile satellite dishes at each debris management to maintain connectivity for the USACE and Ceres to review real-time production data. Similarly, in 2018 after Hurricane Michael, Ceres deployed mobile satellite dishes to remote debris management sites in very rural counties with limited cell service. Again, this allowed us to maintain connectivity to review the real-time production data against our estimates and move debris collection crews to keep efficiency and production high.

FirstNet

Ceres also participates in FirstNet, the First Responder Network program developed by AT&T. This gives us the ability to prioritize cellular and internet communications during an emergency. We can request equipment and resources from FirstNet to improve cellular communications and services during an incident.

Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if

Ocoee seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as City fleets.

- Site photographs

Emergency Roadway Clearance and Debris Removal Phase

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

Emergency Road Clearing-Cutting and Pushing Public Right of Ways

When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Debris Collection

Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self-loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self-Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knucklebooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knucklebooms to ensure immediate response to our clients.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader

- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

Hazardous Tree, Limb, and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees ("hangers" and "leaners"). Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

Vacuum Inlets

If required, Ceres will supply full-service cleaning/pumping for sewers, culverts, and catch basins inlets. We will provide qualified crews and can supply diesel and gas powered, trash, submersible hydraulic, double diaphragm and centrifugal pumps to allow for cleaning of pipes from an 8-inch diameter up to and beyond 5-foot diameter pipes.

Hazardous Waste Collection, Storage, and Disposal

Household Hazardous Waste must be picked up separately from all other debris in the ROW. The HHW will then be separated in a lined containment area at each temporary disposal site. Payment for collection and disposal in accordance with all local, state, and federal laws and regulations will be made per pound.

Freon Recovery

Ceres will remove Freon-containing white goods from the ROW and haul them to a TDMS where they will be separated. A licensed worker will then extract any Freon remaining in the white goods, and properly handle the disposition of the Freon. Once the Freon is removed the white goods are scrap metal and can be handled accordingly.



A licensed technician removing Freon from refrigerators at a TDMS

Flooding

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skid steers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Certification of Maximum Volume Capacity of Hauling Trucks/Trailers

Prior to initial use, authorized Ceres personnel and Ocoee representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance,



Placarding a truck.

safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be "measured in" prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the City. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.

Work Locations

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High-Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

Field Management

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all fieldwork, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation of a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

Project Manager

The Project Manager (PM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the City.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell phone and fax machine and have Internet capabilities. The PM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information.

The PM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.

The PM will ensure that all City event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.



Debris Management Sites (DMS)

Ceres will utilize the DMS identified by the City. In the event that additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

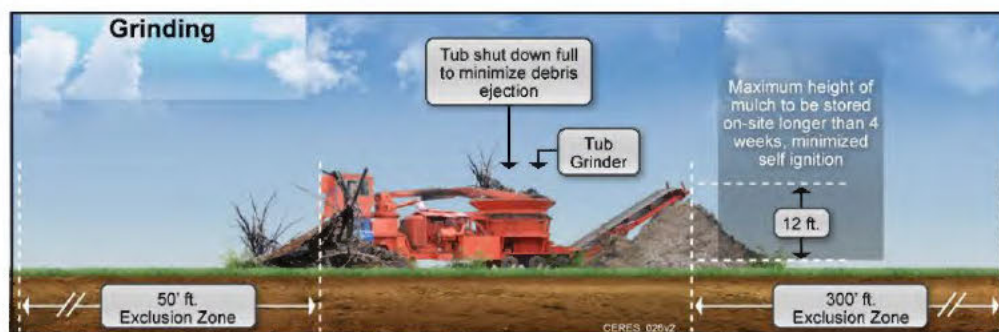
Material Separation

Due to the nature of these operations, material separation is required to properly and efficiently process debris. Collection crews will separate non-grindable debris to the maximum extent possible during collection and loading operations.

Volume Reduction by Grinding

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the “kick” side of the grinder and 50 feet on the “non-kick” side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.



Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.



The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

Final Disposition

Separated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport

to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

Quality Control

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the City. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the City. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations.

Debris Training Program Description

This section discusses the training requirements for all Ceres employees regarding Debris Removal and DMS Management, known as "Debris Training."

The Project Manager or his designee is responsible for the following:

- Implement and administer initial and refresher training programs.
- Determine the appropriate facility-specific training and/or orientation/briefing needed for each employee.
- Ensure employees attend required facility specific training and/or orientation/briefing.
- Ensure employees are assigned positions for which they have received training and/or orientation/briefing.

Project First Line Managers/Foremen are responsible for the following:

- Determine the appropriate facility specific training needed for each employee.
- Ensure employees are only assigned positions for which they have been trained or orientated/briefed, as applicable.

Initial Training Requirements

There are no educational or experience entry requirements for Debris Training. Comprehension of the English language is required to attend the Debris Training. Comprehension is validated by the successful completion of this training program.

The first step in Debris Training is the designation of an employee as a Debris employee.

Training Program Description

The Initial Debris Training Course uses a qualification card that includes a required 90-minute training session that covers review of the FEMA Debris Management training book E/G202, Units 7 and 8 (respectively “Debris Management Site Evaluation and Operation” and “Debris Monitoring”) and an initial safety indoctrination.

Debris Training must be completed prior to assignment and at least every two years thereafter. After the initial 90-minute training/orientation, further project-specific training is conducted by the employee’s immediate supervisor and is conducted on-the-job.

Facility-specific training will be conducted regarding the TDSR Site. Topics will include Fire Prevention, Spill Prevention, Hazardous Materials Handling, Safe Operation of Heavy Equipment, Personal Protective Equipment, and Activity Hazard Analysis training.

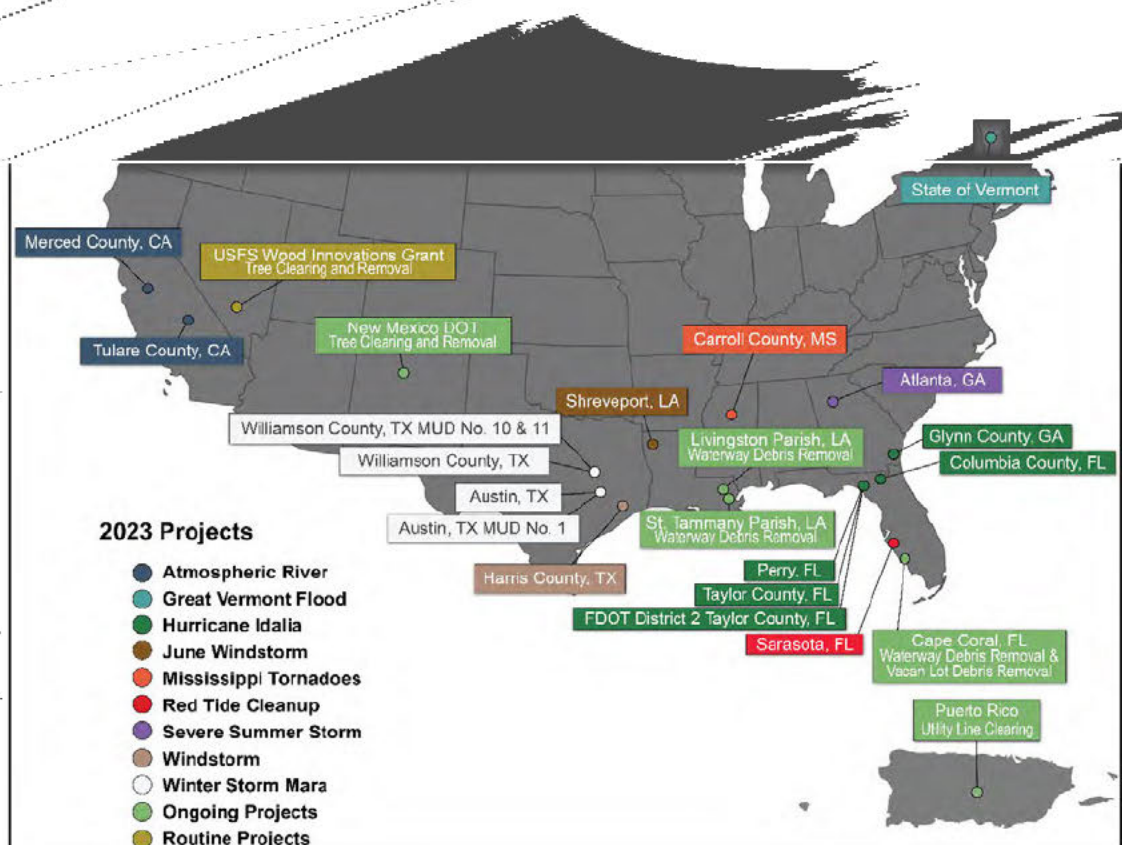
2.4 Capacity to Manage Multiple Contracts

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships ensures that Ceres’ performance on this contract will be to the City’s utmost satisfaction.

2023 U.S. Event Responses and Projects

In 2023, Ceres responded to events across the U.S. In the spring, Ceres was activated to Merced and Tulare Counties in California following the destructive Atmospheric River that

caused extensive flooding, mudslides, and general debris displacement. At the same time, strong winter storms impacted parts of Texas. Ceres mobilized to the City of Austin and Williamson County to remove debris caused by high winds and harsh winter elements.



In the summer, the State of Vermont activated Ceres following the Great Vermont Flood, one of the worst natural disaster events to impact Vermont this century. Major cities and towns were completely inundated, where hundreds of structures were damaged or destroyed.

As Ceres forces were at work in Vermont, Hurricane Idalia made landfall just south of Perry, FL as a Category 3 storm. Many communities throughout Northern Florida and Georgia were impacted by heavy winds and rain. Ceres worked alongside the City of Perry, FL, Taylor County, FL, Glynn County, GA, Columbia County, GA, and FDOT to remove the debris that caused disruption for thousands of citizens.

Throughout the year, Ceres performed routine work and continued to execute ongoing projects.

2022 U.S. Event Responses and Projects

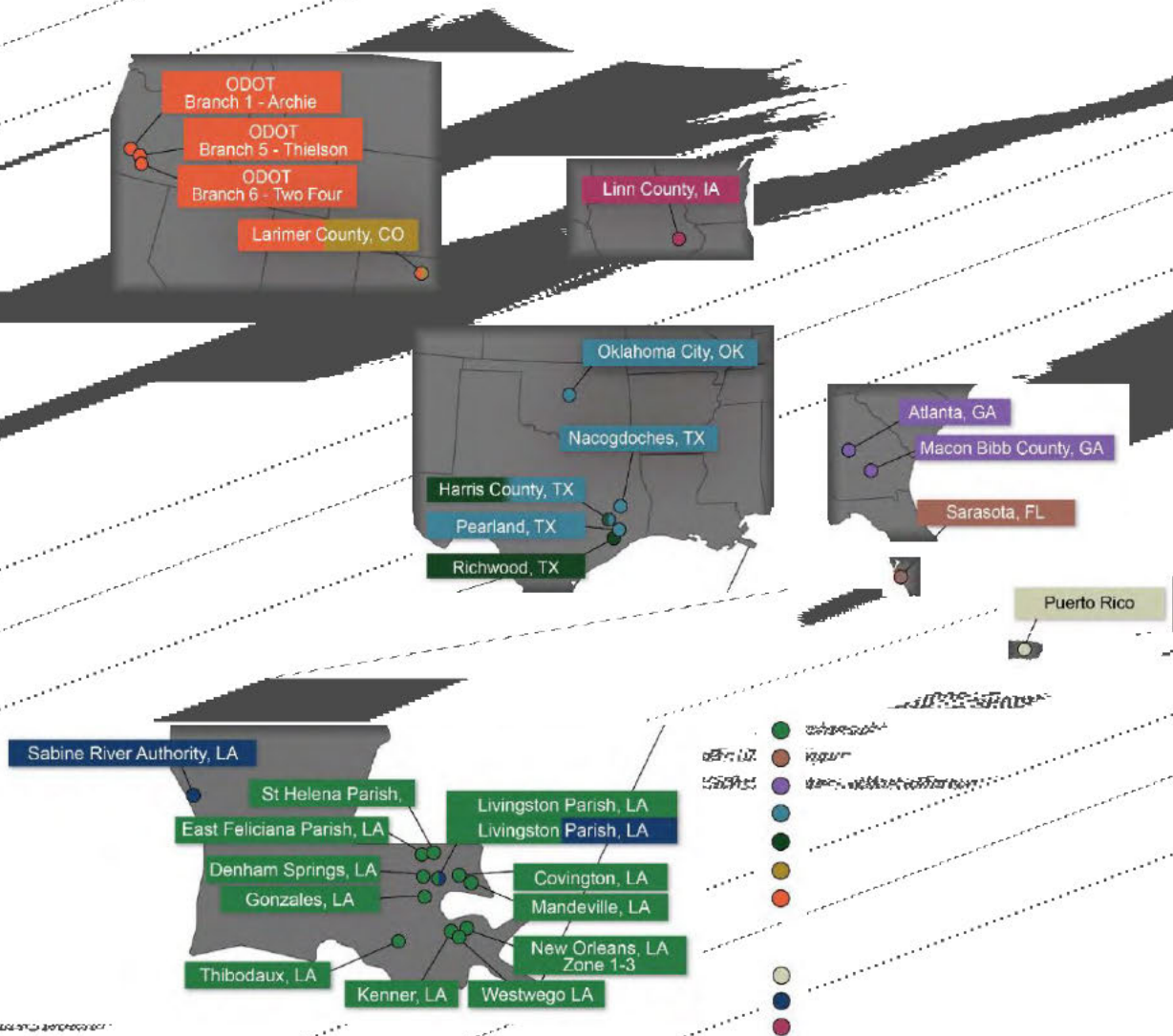
In September 2022, Hurricane Ian impacted Florida as a Category 4 Storm. As a result, Ceres received 25 contract activations across the state. Two of these contracts got activated again when Hurricane Nicole affected Florida a month and a half later.

That same year, Ceres also responded to the South Carolina DOT following a winter storm, removed fire debris in New Mexico, and worked in Louisiana, Iowa, and South Dakota to clear debris from waterways. Additionally, Ceres helped the City of Atlanta, GA with routine debris removal when the City experienced shortage of staff due to COVID-19.



2021 U.S. Event Responses and Projects

In 2021, Ceres responded to Hurricane Ida in Louisiana, Hurricane Nicholas and Winter Storm Uri in Texas, a Derecho in Iowa, a mudslide, and a fire in Colorado, all while finishing up projects due to the 2020 Labor Day fire in Oregon and Hurricanes Laura and Delta in Louisiana. Additionally, Ceres cleaned up extensive amounts of waterway debris in Livingston Parish,



Louisiana as part of the NCRS Emergency Watershed Protection Program. Ceres successfully managed over 30 projects in total.

2.5 Resources

Throughout our proposal, we have highlighted the experience and capabilities that make us an excellent choice to support Ocoee in the event of a disaster. Ceres has **48 years of experience** in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. We own **2,019 pieces of equipment** and have a database of **3,346 trusted subcontractors** to support our disaster relief efforts. The company is financially

secure, with a bonding capacity of more than **\$2 billion** per project. Ceres has permanent office locations in Florida, Texas, Louisiana, California and Minnesota.

Equipment

Ceres Environmental Services, Inc. and its family of companies own 2,019 pieces of disaster response equipment valued at over \$108 million. Substantially more additional equipment available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Please refer to proposal **Section 1.5, Equipment** for a full list of Ceres-owned equipment and equipment available through our subcontractors

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of **\$2 billion** per single project. During Hurricanes Harvey, Irma, Maria and NorCal wildfires in 2017-18, Ceres carried \$98 million in open invoices with no work stoppages or delay in subcontractor payments. On the Hurricane Katrina Project, Ceres had up to \$140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors. With liquid working capital and additional credit lines in excess of \$200 million available, a lack of financial resources is never an obstacle for Ceres.

Personnel

For the City of Ocoee, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required.

Ceres has more than 200 professional staff, many holding degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

For additional information on Ceres' staff, please see proposal **Section 1.2, Key Personnel Overview**.

Subcontractors

We have a database of 3,346 trusted subcontractors to support our disaster relief efforts. Our objective at Ceres is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising and utilizing, to



City of North Port
DEPARTMENT OF PUBLIC WORKS
Office: 941.240.8050
Fax: 941.240.8063



MEMORANDUM

TO: Mike Beavers
Karl Dix

FROM: Frank Lama, Solid Waste Manager

SUBJECT: Hurricane IAN Cleanup Recommendation Letter

DATE: April 21, 2023

Dear Mr. Beevers,

It is my pleasure to recommend Ceres Environmental Services, Inc. for their exceptional work in the City of North Port in the aftermath of Hurricane Ian. North Port was among the hardest-hit areas of Florida experiencing significant flooding and strong sustained winds for hours. The hurricane produced millions of cubic yards of vegetative and C&D debris. Your team at Ceres made the completion of this complex, large-scale debris removal project seem easy.

Ultimately, your team collected, hauled, processed, and disposed of over 2.4 million cubic yards of debris, which enabled a faster than anticipated restoration of the North Port community. At the project's peak, 47,000 cubic yards of debris was hauled in a single day. The City especially appreciated that Ceres owned all the reduction equipment mobilized to quickly reduce the incredible amounts of debris. This helped reduce the overall processing times and propel the project forward ahead of other jurisdictions in the area. Due to the quick response and the expedited project, the City was able to maximize FEMA reimbursement with the increased federal cost share granted by FEMA.

Ceres was also able to help us return an essential aspect of our economy back to normal. As you know, each year between February and March, tens of thousands of avid baseball fans visit North Port during MLB spring training to enjoy the weather and watch the Atlanta Braves play. Spring Training is a key economic driver for the City. Each year, Spring Training pumps millions of dollars into our City. Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training, and I'm proud to say that this goal was successfully achieved.

I highly recommend Ceres Environmental Services, Inc. for any future disaster debris management projects. They are a reliable and professional company that exceeded our expectations during our disaster response efforts. Please, feel free to show this letter to potential clients. I would be happy to answer any questions or supply additional information.

Sincerely,

Frank Lama

City of North Port, FL



City of Cape Coral
Public Works Department

April 27, 2023

Bryan Fike
Regional Client Services Director
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL, 34240

Re: City of Cape Coral Hurricane Ian Debris Removal Project

Dear Bryan Fike:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ian's landfall in Cape Coral.

I offer sincere appreciation for their rapid recovery services during one of the most powerful and destructive storms to ever hit the United States. The project scope included over 127 square miles of land and 1,500 miles of roadway. Ever since we signed our contract, they have provided the highest quality of communications and responsiveness with even better customer service. Our deadlines were met earlier than expected, and they quickly resolved any issues that arose without reservation. Our recovery could not have been successful without them. The professional leadership of the field team to rapidly mobilize and ramp up with full-time personnel and numerous subcontractors is a testimony to the dedication of their staff. A positive relationship was built with all levels of the city's government, making them a reliable partner to us.

Immediately after the storm passed, CERES mobilized a large volume of equipment and personnel to conduct first push operation, began vegetative debris removal, set up and operated four separate debris management sites within city limits. The CERES team and their sub-contractors, were well equipped to, not only, meet the physical demand, but also, extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Cape Coral's debris removal activities were being well maintained by CERES, City of Cape Coral Public Works staff were able to focus on different infrastructure recovery efforts.

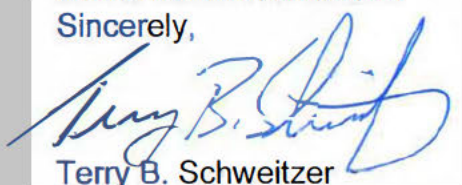
At the 60-day mark of the declared disaster, Ceres had removed over 1,800,000 cubic yards of vegetation and C&D from city streets. At project completion, CERES collected, chipped, and disposed of 1,510,773 cubic yards of vegetative debris; and collected, staged and disposed of 454,308 cubic yards C&D both, in only 4 months. This included two weeklong holiday breaks.

In addition to the right-of-way removal, a unique facet to the recovery was Ceres also planned and successfully conducted both land-based and water-based debris removal of vegetation knocked down by Ian, and non-vegetative debris blown into the canals or damaged by the storm surge.

The scope of this project included collecting, chipping, and disposing of 750,000 cubic yards of vegetative debris and 800 cubic yards of C&D from over 400 miles of both saltwater and freshwater canals, while supporting the City's efforts in protecting waterfowl, wading birds, migrant songbirds, gopher tortoises, and dolphins and reptiles. Cape Coral is home to the largest population of burrowing owls in Florida, and the canal system is so extensive that local ecology and tides have been affected. The system provides many residents with waterfront living access to the Gulf of Mexico via the broad Caloosahatchee River and Matlacha Pass.

The City of Cape Coral is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,



Terry B. Schweitzer
Solid Waste Manager
City of Cape Coral

TS:jr

EXHIBIT "C" (page 1 of 2)
PROPOSAL FORM FOR RFP #24-009 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS REMOVAL TERM CONTRACT

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity*</u>	<u>Unit Price**</u>	<u>Total</u>
Phase I – collection, hauling to staging site, reduction				
Loading and Hauling Debris to a TDSR (Price to include MOT)	Cubic Yard	360	<u>\$10.99</u>	<u>\$3,956.40</u>
Reduction by Grinding at the TDSR	Cubic Yard	500	<u>\$2.78</u>	<u>\$1,390.00</u>
Reduction by Incineration at the TDSR	Cubic Yard	300	<u>\$2.78</u>	<u>\$834.00</u>
<u>Stumps</u>				
24" - 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	10	<u>\$125.00</u>	<u>\$1,250.00</u>
> 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	5	<u>\$200.00</u>	<u>\$1,000.00</u>
Sweeping Curb and Gutter	Hour	16	<u>\$95.00</u>	<u>\$1,520.00</u>
Vacuum Inlets	Hour	12	<u>\$125.00</u>	<u>\$1,500.00</u>
Removal of Hanging Limbs (> 2" @ break)	Each	100	<u>\$50.00</u>	<u>\$5,000.00</u>
<u>Tree Removal</u>				
Damaged or leaning Trees with less than fifty (50) percent of their root-ball exposed (Flush cut to ground level.)				
6" to <12" @ 4.5' measured above ground level	Each	10	<u>\$10.00</u>	<u>\$100.00</u>
12" to <18" @ 4.5' measured above ground level	Each	5	<u>\$75.00</u>	<u>\$375.00</u>
18" to 24" @ 4.5' measured above ground level	Each	5	<u>\$100.00</u>	<u>\$500.00</u>
>24" @ 4.5' measured above ground level	Each	5	<u>\$150.00</u>	<u>\$750.00</u>
Damaged or leaning Trees with greater than fifty (50) percent of their root-ball exposed. (Price includes tree and root-ball removal, and filling of the root-ball hole)				
6" to <12" @ 4.5' measured above ground level	Each	10	<u>\$15.00</u>	<u>\$150.00</u>

EXHIBIT "C" (page 2 of 2)

12" to <18" @ 4.5' measured above ground level	Each	5	<u>\$85.00</u>	<u>\$425.00</u>
18" to 24" @ 4.5' measured above ground level	Each	5	<u>\$110.00</u>	<u>\$550.00</u>
>24" @ 4.5' measured above ground level	Each	5	<u>\$175.00</u>	<u>\$875.00</u>
Loading and Hauling C&D Debris	Cubic Yard	270	<u>\$10.98</u>	<u>\$2,964.60</u>
White Goods and Hazardous Household Waste Disposal	Each	20	<u>\$20.00</u>	<u>\$400.00</u>
Freon Recovery	Unit	10	<u>\$30.00</u>	<u>\$300.00</u>

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	Cubic Yard	360	<u>\$3.98</u>	<u>\$1,432.80</u>
--	------------	-----	---------------	-------------------

Disposal/Tipping Fees will be reimbursed at actual cost; do not include in prices.

TOTAL PRICE \$25,272.80

* Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by Engineer.

** If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal.

Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Bid Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Proposer: Ceres Environmental Services, Inc.



EXHIBIT "O"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, or any FEMA, FHWA, FDOT employee, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Ceres Environmental Services, Inc.

Firm Name

Tia Laurie

Signature

Tia Laurie, Corporate Secretary

Name and Title (Print or Type)

7/8/2024

Date

EXHIBIT "P"
RFP #24-009 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

Ceres Environmental Services, Inc.
COMPANY NAME

(800) 218-4424
TELEPHONE (INCLUDE AREA CODE)

(866) 228-5636
FAX (INCLUDE AREA CODE)

contact@ceresenv.com
E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

Tia Laurie, Corporate Secretary
NAME/TITLE (print)

6371 Business Boulevard, Suite 100
STREET ADDRESS

Sarasota Florida 34240
CITY STATE ZIP

FEDERAL ID # 41-1816075

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

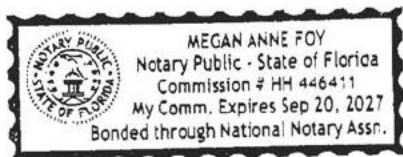
3825 85th Avenue North
Brooklyn Park, MN. 55443

____ Individual; X Corporation; ____ Partnership; ____ Other (Specify) _____

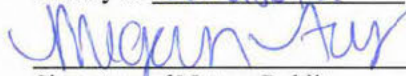
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this
8th day of July, 2024.

Personally Known X or
Produced Identification _____

(Type of Identification)



Notary Public - State of FL
County of Sarasota


Signature of Notary Public

Megan Foyle
Printed, typed or stamped
Commissioned name of Notary Public

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Ceres Environmental Services, Inc.

6371 Business Boulevard, Suite 100
Sarasota, FL 34240

OWNER:

(Name, legal status and address)
City of Ocoee
1 North Blueford Avenue
Ocoee, FL 34761

BOND AMOUNT: Twenty Five Thousand and 00/100**Dollars (\$25,000.00)

PROJECT:

(Name, location or address, and Project number, if any)
RFP #24-009 Emergency-Disaster Debris Removal Term Contract; Ocoee, FL

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company

175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

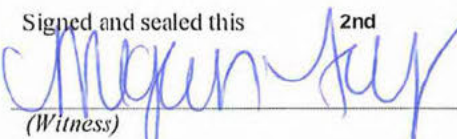
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

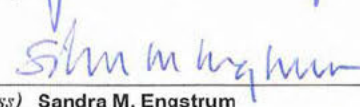
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of July, 2024


(Witness)


(Witness) Sandra M. Engstrum

Ceres Environmental Services, Inc.

(Principal)  NO (Seal)

(Title) Lia Laurie, Corporate Secretary

Liberty Mutual Insurance Company

(Surety)  (Seal)

(Title) Ted Jorgensen, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Seal No. 5520

Init.

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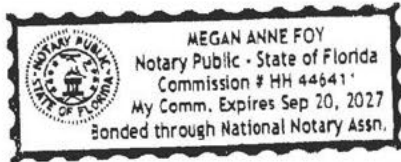
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Florida)

COUNTY OF Sarasota)

On this 8 day of July, in the year 2024, before me personally appeared Tia Laine,
Corporate Secretary of
Ceres Environmental Services, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Megan Anne Foy, Notary Public
My Commission Expires: 9/20/2027

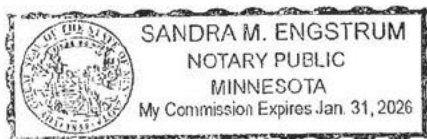
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 2nd day of July, in the year 2024, before me personally come(s)
Ted Jorgensen, Attorney-in-Fact of
Liberty Mutual Insurance Company, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Liberty Mutual Insurance Company, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Sandra M. Engstrum, Notary Public
My Commission Expires: January 31, 2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted Jorgensen".

Ted Jorgensen,
Attorney-in-Fact
612-349-2400
Liberty Mutual Insurance
2854 Highway 55, Suite #250
Eagan, MN 55121



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210698 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stilings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrom, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT "G"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: Ceres Environmental Services, Inc.

Signature: 

By: Tia Laurie
(Print or Type Name)

Title: Corporate Secretary

Date: July 8, 2024

EXHIBIT "H"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ceres Environmental Services, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Ceres Environmental Services, Inc. [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

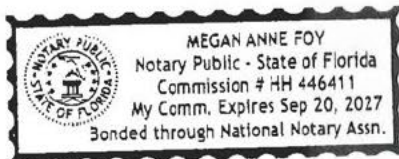


Print Name: Tia Laurie
Date: July 8, 2024

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 8, 2024 (date) by Tia Laurie (name of officer or agent, title of officer or agent) of Ceres Environmental Services, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]





Notary Public
Megan Foy

Name typed, printed or stamped
My Commission Expires: 9/20/2027

Company ID Number: 69082

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Ceres Environmental Services, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Ceres Environmental Services, Inc.	
Name (Please Type or Print) Chad M Coss	Title
Signature Electronically Signed	Date 11/21/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/21/2007

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Ceres Environmental Services, Inc.
Company Facility Address	6968 Professional Parkway Sarasota, FL 34240
Company Alternate Address	
County or Parish	SARASOTA
Employer Identification Number	411816075
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
LA	1
MN	1
TX	1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tim Karlen
Phone Number	7634885623
Fax	
Email	tim.karlen@ceresenv.com

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This list represents the first 20 Program Administrators listed for this company.

EXHIBIT "I"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: Ceres Environmental Services, Inc.

Unique Entity ID (UEI) number: CBUJM4NJVJR6

CAGE Code: 1CAW2

Physical Address: 6371 Business Boulevard, Suite 100, Sarasota, FL 34240

Expiration date of Registration: February 12, 2025

EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Ceres Environmental Services, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company] Ceres Environmental Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

EXHIBIT "K"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by Ceres Environmental Services, Inc. (Entity)
by Tia Laurie, Corporate Secretary
(Print individual's Name & Title)
whose business address is 6371 Business Boulevard, Suite 100, Sarasota, FL 34240
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

X

Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH Contract Duration. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Lia San

(Signature)

Date: July 8, 2024

Ceres Environmental Services, Inc.

Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Sarasota

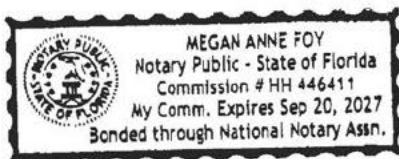
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Tia Laurie

who, after first being sworn by me,

(Name of Individual Signing)

affixed his/her signature in the place provided above on this 8th day of July, 2024.



Notary Public Megan Anne Foy

My Commission Expires: 9/20/2027

EXHIBIT "L"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have X I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have X I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date July 8, 2024. By: 
(Signature of Authorized Official)

Ceres Environmental Services, Inc.
(Name of Construction Contractor or Subcontractor)

6371 Business Boulevard, Suite 100, Sarasota, FL 34240
(Address of Construction Contractor or Subcontractor)

(800) 218-4424
(Telephone Number)

41-1816075
(Employer Identification No.)

24. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Proposer in the past five (5) years that is related to the services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

[Please refer to the attached Summary of Litigation.](#)

25. ACKNOWLEDGMENT OF ADDENDA:

Proposer acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>July 1, 2024</u>
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

26. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY

NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

[Please refer to Section 2.4, Subcontracting Plan for list of subcontractors and the relevant information. Attached are the certifications of those listed subcontractors. Final selections of subcontracted firms will be made based on the size and severity of an event resulting in Ceres' contract activation](#)

(Attach additional sheets if necessary)

The Proposer certifies that the Proposer has investigated each subcontractor/temporary worker agency listed and has received and has in the Proposer's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

27. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

[Please refer to the attached list of Ceres' owned equipment](#)

28. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

The Proposer shall complete the following blanks regarding experience with similar type of work. Proposer must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

[Please refer to Section 2.2, References for a list of references](#)

Have you any similar work in progress at this time? Yes X No ____.
Length of time in business 48 years _____ months.

Bank or other financial references:

[Please refer to the attached list of bank and financial references](#)

(Attach additional sheets if necessary)

29. EXCEPTIONS:

List any exceptions you have to this scope of services or contract terms. (Note: exceptions will not be considered after award.) The City reserves the right to accept or reject any requested exceptions.

[N/A](#)

(Attach additional sheets if necessary)

Litigation Summary Statement

Ceres Environmental Services, Inc. has never been litigated against by any city, county, state or federal government agency, and Ceres has never litigated a contract claim against a city, county, or state Government agency. Ceres has never filed for bankruptcy, has never been debarred, has never been defaulted and has never failed to complete a project. Below is a list of Ceres' litigation, claims(s) or contract dispute(s) filed by or against the offeror in the past five (5) years related to the services that Ceres provides in the regular course of business:

1. *Leyenda Fresh Farms, Inc. & DeLeon Produce Sales, Inc. v Miami-Dade County, Arbor Tree, and Land, Inc. Ceres Environmental, Inc., CNC Management Group Inc., G7 Holdings Inc, RAS Investments Corp., SFM Landscape Services, LLC, and U.S. Sweeping, Inc. [DISMISSED W/O PREJUDICE]*

Filed on September 10, 2021, plaintiff Leyenda Fresh Farms, Inc. and DeLeon Produce Sales, Inc. contend that their crops were ruined on the land they leased from Miami Dade County, FL by contractors hauling Hurricane Irma debris. The land belonged to Miami Dade County, and they cancelled the lease with the plaintiff when they needed the land for a temporary debris site for the hurricane debris. All of the contractors and subcontractors that hauled to the debris site were brought into the case.

2. *Richard Vargas v. Ceres Environmental Services, Inc. dba Environmental & Demolition Services Group; The State of California Department of Resources, Recycling, & Recovery (CalRecycle) [DISMISSED]*

Filed on August 11, 2020, plaintiff Richard Vargas contends that he was diagnosed with sarcoidosis due to being a truck driver that hauled ash, debris, soil, metal, and concrete on Ceres CalRecycle project that cleaned up the City of Paradise fire in the summer of 2019. The plaintiff alleges he was in perfect health before working on this project. This case is dismissed.

3. *Edna Elizabeth Freeman and Godfrey Smith v. Ceres, Inc. and Matthew Ress; St. John, USVI [PENDING; Co-Defendant is Deceased]*

Filed on or about November 18, 2019, plaintiffs Edna Elizabeth Freeman and Godfrey Smith contend that a three (3) bedroom one (1) bathroom house on their jointly owned property on St. John, U.S. Virgin Islands (USVI) was negligently demolished by a Ceres team working on the island following Hurricanes Irma and Maria. Plaintiffs further allege that they did not discover the loss for almost a year because they were unable to access the property until November 2017 due to the damage caused by the hurricanes. Ceres contends that contracted work performed by the company in the USVI did not include any private property work, and only included debris removal from public right of way. The subcontractor involved is defending this case.

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2011	(HOMEMADE)	HR2	TRAILER, HAY RACK	MF001KH2011	
2013	(HOMEMADE) SPCNS	HR3	TRAILER, HAY RACK	CA977929	
2013	ACCESSORIES UNLIMITE	48 inch	FORK SET 4 FT		Attachment, Forks
2016	ADDCO	DH350-FM	DIGITAL ROAD SIGN	4SEPC1015GM4SE020	
2016	ADDCO	DH350-FM	DIGITAL ROAD SIGN	4SEPC1017GM4SE021	
2019	ADVANTAGE LIFT	SS11000WD	LIFT, VEHICLE	SX20190401607	Shop Tool
2017	AIR BURNERS INC	S-220	BOX BURNER	S20FEN16669	
2020	ALBACH	DIAMANT 2000	CHIPPER, ROADWAY	W09D21431M1A65481	
2021	ALBACH	DIAMANT 2000	CHIPPER, ROADWAY	W09D21437M1A65520	
2007	ALKLEAN	4005	WASHER PRESSURE & TRAILER		Washer / Steamer
2011	ALKLEAN	PH5040DGOD	WASHER DIESEL STEAM CLEANER	105940	Washer / Steamer
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00085	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00087	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00097	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00099	Light Plant
2006	AMCO	F42B 3224	FARM DISC 2 ROW 12 FT W/ HITCH	06020061/ 676	Disc
2005	AMERICAN TRAILER	40 TALT	TRAILER 40K	1A9HF302951572582	Trailer, Tag
2005	AMERICAN TRAILER	40 TALT	TRAILER FLATBED 50K GVW	1A9HF302051572583	Trailer, Tag
2005	AMERICAN TRAILER	40 TALT	TRAILER FLATBED 50K GVW	1A9HF302851572590	Trailer, Tag
2022	AMERITRAIL	PT24-140KC11P	TRAILER 24' 14K w/ Ramps	17YBA2424NB085542	Trailer, Open Deck
2022	AMERITRAIL	PT24-140KC11P	TRAILER 24' 14K w/ Ramps	17YBA2424NB085543	Trailer, Open Deck
2022	AMERITRAIL	GNLS32-30HDKC2LP	TRAILER, GOOSENECK 32ft	17YGA322XNB085818	Trailer, Flat Deck
	ARROW MASTER	P2000RW	COMPACTOR PLATE W/ WATER SYS	705P2907	Compactor - Hand
2016	AST	DML/SSL - 150 VT	MULCHER HEAD	16-0107	
2017	AST	DML/SSL - 175 VT	MULCHER HEAD	17-0510	
2012	ATTITUDE	Eclipse Toy Hauler	TOY HAULER	5LZBE2422CR009612	
2018	BAD BOY	BZ60KT745P	MOWER, MAVERICK EZT 60	BMV60ZT74001190021	Mower
	BALDERSON	BIT-36-7SQ	BUCKET IT38F 7.5CUYD	3JL06477	Attachment, Bucket
2021	BANDIT	20XP	CHIPPER, TRACKED	517116	Chipper
2021	BANDIT	20XP	CHIPPER, TRACKED	519024	Chipper
2022	BANDIT	20XP	CHIPPER, TRACKED	520406	Chipper
2021	BANDIT	20XP	CHIPPER, TRACKED	519023	Chipper
2020	BANDIT	12XPC	CHIPPER, TOW BEHIND	4FMUS1617LR514002	Chipper
2021	BANDIT	12XPC	CHIPPER, TOW BEHIND	4FMUS1618MR517329	Chipper
2021	BANDIT	12XPC	CHIPPER, TOW BEHIND	4FMUS1619MR518599	Chipper
2021	BANDIT	12XPC	CHIPPER, TOW BEHIND	4FMUS1616MR517328	Chipper
2012	BANDIT	990XP	CHIPPER	4FMUS1318CR001619	
2018	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1616JR505997	
2019	BANDIT	12XPC	CHIPPER	4FMUS1619KR510693	
2019	BANDIT	12XPC	CHIPPER	4FMUS1612KR510048	
2019	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1610KR509612	
2018	BANDIT	12XPC	CHIPPER	4FMUS1610JR508068	
2014	BANDIT	12XPC	CHIPPER	4FMUS1318ER002014	
2018	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1615LR511454	
2015	BANDIT	990 trailered	CHIPPER	4FMUS1315FR002330	
2020	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1614LR513891	
2020	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1617LR513934	

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2020	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1611LR514108	
2021	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1617MR514616	
2021	BANDIT	12XPC Intimidator wi	CHIPPER	4FMUS1619MR514617	
2022	BANDIT	12XPC	CHIPPER	4FMUS1617NR523902	
2022	BANDIT	12XPC	CHIPPER	4FMUS1619NR523674	
2022	BANDIT	12XPC	CHIPPER	4FMUS1610NR523675	
2022	BANDIT	12XPC	CHIPPER	4FMUS1613NR523671	
2022	BANDIT	12XPC	CHIPPER	4FMUS1617NR523995	
2022	BANDIT	12XPC	CHIPPER	4FMUS1619NR524002	
2022	BANDIT	12XPC	CHIPPER	4FMUS1613NR523976	
2022	BANDIT	12XPC	CHIPPER	4FMUS1619NR523898	
2022	BANDIT	12XPC	CHIPPER	4FMUS1611NR523670	
2022	BANDIT	12XPC	CHIPPER	4FMUS161XNR523988	
2022	BANDIT	12XPC	CHIPPER	4FMUS1619NR523996	
2022	BANDIT	12XPC	CHIPPER	4FMUS1619NR523769	
2022	BANDIT	12XPC	CHIPPER	4FMUS1617NR523768	
2022	BANDIT	12XPC	CHIPPER	4FMUS1610NR523899	
2022	BANDIT	12XPC	CHIPPER	4FMUS1618NR523987	
2022	BANDIT	12XPC	CHIPPER	4FMUS1611NR523765	
2022	BANDIT	12XPC	CHIPPER	4FMUS1615NR523901	
2022	BANDIT	12XPC	CHIPPER	4FMUS1615NR523669	
2022	BANDIT	12XPC	CHIPPER	4FMUS1615NR523767	
2022	BANDIT	12XPC	CHIPPER	4FMUS1616NR523986	
2022	BANDIT	12XPC	CHIPPER	4FMUS1613NR523900	
2022	BANDIT	12XPC	CHIPPER	4FMUS1613NR523668	
2022	BANDIT	12XPC	CHIPPER	4FMUS1611NR523667	
2022	BANDIT	12XPC	CHIPPER	4FMUS1618NR523696	
2022	BANDIT	12XPC	CHIPPER	4FMUS1613PR524841	
2022	BANDIT	12XPC	CHIPPER	4FMUS1615NR524403	
2022	BANDIT	12XPC	CHIPPER	4FMUS1617PR524843	
2022	BANDIT	12XPC	CHIPPER	4FMUS1618PR524611	
2022	BANDIT	12XPC	CHIPPER	4FMUS1610PR524747	
2022	BANDIT	12XPC	CHIPPER	4FMUS1612PR524734	
2022	BANDIT	12XPC	CHIPPER	4FMUS1610NR523997	
2022	BANDIT	12XPC	CHIPPER	4FMUS161XNR524400	
2022	BANDIT	12XPC	CHIPPER	4FMUS161XPR524769	
2022	BANDIT	12XPC	CHIPPER	4FMUS1613NR524402	
2022	BANDIT	12XPC	CHIPPER	4FMUS1618PR524768	
2022	BANDIT	12XPC	CHIPPER	4FMUS1611NR524401	
2012	BANDIT	2550XP	STUMP GRINDER	221162	
2016	BANDIT	XP1590TK with remote	TRACKED CHIPPER	502125	
	BARBER GREEN	16" X 30 FT	CONVEYOR TRANSFER	3854520	Conveyor
2018	BARFORD	TR8036	CONVEYOR TRACKED 36X65	KE-TR8036-C-A-160	Conveyor
2021	BARFORD	TR8048M	CONVEYOR, TRACKED 48" x 80'	KE-TR8048M-C-A-424	Conveyor
2021	BARFORD	TR10048M	CONVEYOR, TRACKED 48" x 100'	KE-TR10048M-C-A-468	Conveyor
2020	BAUERBILT	PF5000	FORK SET, 42"	10159	Attachment, Forks

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2021	B-BUILT		FORK SET, 6' EXTENDED REACH		Attachment, Forks
2015	B-BUILT MFG	PF-100-42	ATTACHMENT FORKLIFT		Attachment, Forks
2021	BEAVER SQUEEZER	BSG-15	LOG LOADER ATTACHMENT W/ WINCH	BW21 103	Attachment, Forestry
2021	BEAVER SQUEEZER	BSG-15	LOG LOADER ATTACHMENT W/ WINCH	BW21 124	Attachment, Forestry
2000	BENSON		TRAILER END DUMP 22'	1NUDT28A3YMAS0094	Trailer, Dumping
2019	BIG TEX	14GN-20BK+5	TRAILER, GOOSENECK	16VGX2029K6068230	Trailer, Open Deck
2017	BIG TEX	14ET	TRAILER UTILITY 14K GVW	16VEX2028H2083437	Trailer, Open Deck
2019	BIG TEX	14GN20+5 SR	TRAILER 20' GOOSENECK 16K	16VGX202XK6086056	Trailer, Open Deck
2019	BIG TEX		TRAILER, FIRE	16VNX1423K2010391	
2014	BIG TEX		TRAILER, 5TH WHEEL	5933	
2023	BIG TEX	25GN-35HDT5	TRAILER	16V3F4325P6283281	
2021	BLUE DIAMOND	108801	BUCKET, SKID LOADER ROLLOUT, 1 YD	113807	Attachment, Bucket
	BM	3.25 YDS	BUCKET IT38F 3.25CY	X3779	Attachment, Bucket
2000	BOBCAT	763G	LOADER BOBCAT 763	512251006	Loader - Skid
2021	BOBCAT	S66	LOADER, SKID	B4SA11908	Loader - Skid
2005	BOBCAT	S185	LOADER BOBCAT	525024754	Loader - Skid
2006	BOBCAT	5600 TOOLCAT	TOOL CAT	A00311820	Utility Vehicle
2007	BOBCAT	60 SWEEPER	BROOM, BOX	714418610	Attachment, Broom
	BOBCAT	60 SWEEPER	BROOM, BOX	714407625	Attachment, Broom
2008	BOBCAT	68 inch	BROOM, POWER ARTICULATED 68"	231316874	Attachment, Broom
2008	BOBCAT	72 inch	SNOW BLADE	223103047	Attachment, Blade
	BOBCAT	60 inch	BROOM, POWER ARTICULATED 60"		Broom
2007	BOBCAT	60 INCH	SWEEPER 60 INCH	6707144	Broom
	BOBCAT	68 inch	BROOM, POWER ARTICULATED 68"	231314104	Broom
2011	BOBCAT	68 inch	BROOM, POWER ARTICULATED 68"	231318183	Attachment, Sweeper - Open
2011	BOBCAT	60 inch	SWEEPER 60 INCH BOX BROOM	714422827	Attachment, Sweeper - Closed
2016	BOBCAT	S595	SKID LOADER	B3NL11335	Loader - Skid
2023	BOBCAT	S66	SKID LOADER	B4XA22829	Loader - Skid
2017	BOBCAT	V519	TELEHANDLER	B3YH11215	Telehandler
2017	BOBCAT	V519	TELEHANDLER	B3YH11220	Telehandler
2013	BOBCAT	V417	TELEHANDLER	AC1C15209	Telehandler
2015	BOBCAT	V417	TELEHANDLER	AC1C15492	Telehandler
2009	BOBCAT	V417	TELEHANDLER	AC1C11121	Telehandler
2009	BOBCAT	V417	TELEHANDLER	AC1C11139	Telehandler
2007	BOBCAT	V723	TELEHANDLER	368012186	Telehandler
2007	BOBCAT	S150	SKID LOADER	529711393	Loader - Skid
2010	BOBCAT	S175	SKID LOADER	A3L536823	Loader - Skid
2005	BOBCAT	68 ANGLE BROOM	BROOM, 68 INCH ANGLE	231314145	Attachment, Broom
2013	BOBCAT	68 Inch	GRAPPLE	AFORO2992	Attachment, Grapple
2015	BOBCAT	80 Inch	GRAPPLE IND BUCKET	AFOPO2770	Attachment, Grapple
	BOBCAT	72 PALLET FORK	FORK SET 6 FT 6000#	29900553	Attachment, Forks
2017	BOBCAT	GRPL 74 INDL BKT	GRAPPLE BUCKET	AF0H06915	Attachment, Grapple
	BOBCAT		FORK SET 4 FT		Attachment, Forks
	BOBCAT		FORK SET 42"		Attachment, Forks
	BOBCAT		FORK SET 42"		Attachment, Forks
2020	BOBCAT		BROOM, 68 INCH ANGLE	B4KZ01515	Broom

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2020	BOBCAT	6905425	FORK SET, HYDRAULIC	230802852	Attachment, Forks
2013	BOBCAT		MOWER, FORESTRY	ATV100116	Attachment, Forestry
2023	BOBCAT	68AB	BROOM, POWER ARTICULATED 68"	B4KZ04081	Attachment, Broom
	BOMAG	BT 65/4	COMPACTOR 68KG	101 540 48 7634	Compactor - Hand
	BOMAG	BVP18/45	COMPACTOR	861834282186	Compactor - Hand
2020	BOSCH AUTOMOTIVE	34988NI	REFRIGERANT RECLAMATION MACHINE	430450744	Shop Tool
2006	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN	90619	Plow, Snow
	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN ON UNIT 34	31643	Plow, Snow
	BOSS	9 FT	PLOW, SNOW 9 FT	35220	Plow, Snow
2006	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN ON UNIT 81	90798	Plow, Snow
2021	BOSS	DXT	Plow, Snow 9.2 ft, Red Steel (on unit 26)	410418311 plow / 410377342 blade	Plow, Snow
2018	BOSS	9 FT	PLOW, SNOW 9' 2" V	401531631	Plow, Snow
	BOSS	8 FT	PLOW, SNOW 8 ft 2 in	BC088678	Plow, Snow
2022	BOSSAIR	129189	COMPRESSOR		Compressor
	BOSTON WEATHERHEAD	T-70	HOSE MACHINE		Shop Tool
	BOSTON WEATHERHEAD	T-481-110	HOSE MACHINE	62300	Shop Tool
	BOWIE	3000	HYDROSEEDER	300 296 070	Seeder
2008	BRIGGS & STRATTON	5500	GENERATOR PORTABLE		Generator
2012	BROCE	CR-350	SWEEPER	407614	Sweeper
2014	BROCE	CR-350	SWEEPER	408936	Sweeper
2014	BROCE	CR-350	SWEEPER	408944	Sweeper
2018	BRUSH HOG	Brush Cutter Attachm	ATTACHMENT, BRUSH CUTTER		
	BUSH HOG		HARROW PLOW		Plow, Snow
2014	BUSH HOG	DSP12	BLADE PULL TYPE 12' EDGE	12-00026	Grader
2023	CARRY-ON	5X8G	TRAILER, UTILITY 2K	4YMBU0810PT000712	Trailer, Light
2023	CARRY-ON	5X8G	TRAILER, UTILITY 2K	4YMBU0813PT000753	Trailer, Light
2023	CARRY-ON	5X8G	TRAILER, UTILITY 2K	4YMBU0815PT000754	Trailer, Light
2023	CARRY-ON	5X8G	TRAILER, UTILITY 2K	4YMBU0817PT000755	Trailer, Light
2019	CARRY-ON	CX12CGECTP	TRAILER, CARGO	4YMBBC1215KR002883	Trailer
2019	CARRY-ON	CX12CGECTP	TRAILER, CARGO	4YMBBC1216KR002889	Trailer
2019	CARRY-ON	6X12CGRECTP	TRAILER, CARGO	4YMBBC1218KR003994	Trailer
2019	CARRY-ON	6X12CGRECTP	TRAILER, CARGO	4YMBBC1217KR003999	Trailer
2019	CARRY-ON	6X12CGRECTP	TRAILER, CARGO	4YMBBC1218KR004000	Trailer
2012	CARRY-ON	7X16CG	TRAILER, CARGO	4YMCL1625CV022938	
2000	CARSON		TRAILER, 10 FT DUMP	4HXDT102XYC023960	
2006	CASCADE CUSTOM	Gooseneck	TRAILER DUMP	1C9DD20286C673008	Trailer, Dumping
2006	CASCADE CUSTOM	Gooseneck	TRAILER DUMP	1C9DD20266C673007	Trailer, Dumping
2006	CASCADE CUSTOM	Gooseneck	TRAILER DUMP	1C9DD202X6C673009	Trailer, Dumping
2003	CASE	MX230	TRACTOR	JAZ127273	Tractor - Farm
2011	CASE	MAGNUM 235	TRACTOR DUAL TIRE 4WD	ZCRD05785	Tractor - Farm
2013	CASE	MAGNUM 235	TRACTOR DUAL TIRE 4WD	ZDRD03361	Tractor - Farm
2012	CASE	MAGNUM 180	TRACTOR DUAL TIRE 4WD	ZCRH08409	Tractor - Farm
2010	CASTAIR		AIR COMPRESSOR - TEMP SHOP TX		Compressor
2012	CASTAIR	I10312HC2-S	AIR COMPRESSOR	604126151	Compressor
1994	CAT	518C	SKIDDER, GRAPPLE w/ WINCH	8HJ531	

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2013	CATERPILLAR	320E L LR	EXCAVATOR 48' LONG REACH	WBK01980	Excavator
2002	CATERPILLAR	420D	BACKHOE	FDP08288	Backhoe/Loader
1996	CATERPILLAR	IT28F	LOADER, WHEEL	3CL02184	Loader
1996	CATERPILLAR	IT38F	LOADER, WHEEL	6FN00449	Loader
1996	CATERPILLAR	IT38F	LOADER, WHEEL	6FN00400	Loader
2013	CATERPILLAR	D6T LGP	DOZER	ZJB01250	Dozer
1997	CATERPILLAR	D6M LGP	DOZER CRAWLER W/ WINCH	2RN00282	Dozer
2008	CATERPILLAR	973C	TRACK LOADER CRAWLER	LDX00433-CES	Track Loader
2006	CATERPILLAR	D6N LGP	DOZER CRAWLER W/ WINCH	ALY02190	Dozer
2006	CATERPILLAR	D6R LGP SERIES III	DOZER CRAWLER	WRG00218	Dozer
2006	CATERPILLAR	D6R LGP SERIES III	DOZER CRAWLER W/ WINCH	WRG00197	Dozer
2014	CATERPILLAR	D6N LGP	DOZER	PBA01928	Dozer
2015	CATERPILLAR	257DR	SKID LOADER TRACKED	EZW01029	Loader - Skid-Track
2013	CATERPILLAR	279C2	SKID LOADER TRACKED	KWB970	Loader - Skid-Track
2009	CATERPILLAR	NR4500	FORK LIFT 4500# CAP ELECTRIC	7NR3846902	Forktruck
2010	CATERPILLAR	D6T LGP	DOZER	KJL1150	Dozer
2011	CATERPILLAR	D6T LGP	DOZER	KJL01238	Dozer
2013	CATERPILLAR	D6N LGP	DOZER CRAWLER	PBA00560	Dozer
2014	CATERPILLAR	D6N LGP	DOZER CRAWLER	PBA01627	Dozer
2012	CATERPILLAR	140M2	GRADER ROAD	R9M00148	Grader
2013	CATERPILLAR	140M2 AWD	GRADER ROAD ALL WHEEL DRIVE	M9J00514	Grader
2017	CATERPILLAR	72	BUCKET, GRAPPLE	A4179GB30043	Attachment, Grapple
2016	CATERPILLAR	SSL-84RAKE	BUCKET GRAPPLE SKELETON	A4167GR30053	Attachment, Bucket
2016	CATERPILLAR	DB 60 EG	BUCKET 60" 2.98 CY	NBC18819	Attachment, Bucket
	CATERPILLAR	IT-28G	FORK SET FOR CAT IT-28	36397	Attachment, Forks
	CATERPILLAR	6W8900	FORK SET FOR CAT 416	4500X2472075X600	Attachment, Forks
	CATERPILLAR		BUCKET GENERAL PURPOSE		Attachment, Bucket
	CATERPILLAR	3412	ENGINE	38S16061	Engine
2005	CATERPILLAR	M313C	EXCAVATOR WHEELED BUCKET/THUMB	CATM313CJBD02178	Excavator
2009	CATERPILLAR	M316D	EXCAVATOR WHEEL BUCKET/THUMB	CATM316DPW6A01102	Excavator
2019	CATERPILLAR	330F TC	EXCAVATOR W/ HYDRAULIC THUMB	CAT0330FVHCK20220	Excavator
2022	CATERPILLAR	336H2	EXCAVATOR	YBN21694	Excavator
2017	CATERPILLAR	336F	EXCAVATOR	CAT0336FPRKB20064	Excavator
2015	CATERPILLAR	336F	EXCAVATOR w/ 60" BUCKET	RKB01614	Excavator
2015	CATERPILLAR	336F	EXCAVATOR	RKB01616	Excavator
2015	CATERPILLAR	336F	EXCAVATOR	RKB01538	Excavator
2015	CATERPILLAR	336F	EXCAVATOR	RKB01226	Excavator
2012	CATERPILLAR	336E	EXCAVATOR	CAT0336EPBZY01603	Excavator
2018	CATERPILLAR	950M	LOADER WHEEL	CAT0950MHJ1S01665	Loader
2016	CATERPILLAR	938M	LOADER, WHEEL	CAT0938MEJ3R02057	Loader
2015	CATERPILLAR	336F	EXCAVATOR	RKB00658	Excavator
2015	CATERPILLAR	336F	EXCAVATOR 60" BUCKET	RKB00642	Excavator
2017	CATERPILLAR	308E2CR	EXCAVATOR, RUBBER TRACK with GRAPPLE	FJX08266	Excavator
2018	CATERPILLAR	325F LCR	EXCAVATOR	CAT0325FANDJ20192	Excavator
2015	CATERPILLAR	325F LCR	EXCAVATOR	CAT0325FEXAA10318	Excavator
2016	CATERPILLAR	320FL TH P	EXCAVATOR	CAT0320FHYBM10247	Excavator
2011	CATERPILLAR	320E LRRTHP	EXCAVATOR	CAT0320E0TFX01603	Excavator

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2014	CATERPILLAR	D5K2	DOZER	KYY01192	Dozer
2013	CATERPILLAR	D6N LGP	DOZER	PBA00883	Dozer
2017	CATERPILLAR	299D2	LOADER, SKID	0FD202471	Loader - Skid-Track
2015	CATERPILLAR	299D2XHP	LOADER, SKID	0DX203188	Loader - Skid-Track
2018	CATERPILLAR	299D2XHP	LOADER, SKID	CAT0299DPDX203454	Loader - Skid-Track
2014	CATERPILLAR	D5K2	DOZER	KYY0658	Dozer
2015	CATERPILLAR	259D	SKID LOADER TRACKED	CAT0259DCFTL03853	Loader - Skid-Track
2006	CATERPILLAR	P6500D	FORK LIFT 6500# DIESEL	AT14E50277	Forktruck
2015	CATERPILLAR	CS56B	ROLLER 84" SMOOTH DRUM SHEEPFOOT KIT	VS5600119	Compactor
2012	CATERPILLAR	CP44	66" ROLLER SHEEPFOOT	MPC00220	Compactor
2006	CATERPILLAR	MT875B CHALLENGER	TRACTOR TRACK DRIVE	AFCC0875VNSLF1013	Tractor - Tracked
2017	CATERPILLAR	272D2	SKID LOADER	CAT0272DKBL200882	Loader - Skid
2005	CATERPILLAR	268B	SKID LOADER	CAT0268BCLBA00557	Loader - Skid
	CATERPILLAR	336D/E	BUCKET, GP Excavator 60 INCH	3422192	Attachment, Bucket
2021	CATERPILLAR	950M LB FU	BUCKET, 4.5 CUYD w/ QT 114"	Z1A20935	Attachment, Bucket
	CATERPILLAR		FORK SET 42"		Attachment, Forks
	CATERPILLAR		BUCKET GP 3YD	9734 05 1089	Attachment, Bucket
1997	CATERPILLAR		FORK SET 4 ft		Attachment, Forks
	CATERPILLAR		BUCKET MUCK		Attachment, Bucket
2018	CATERPILLAR	336F	GRAPPLE DEMOLITION (DAMAGED ON JOB 3819 FALL 2019)	UEQ000434	Attachment, Grapple
2018	CATERPILLAR	336F	GRAPPLE DEMOLITION	UEQ000435	Attachment, Grapple
2018	CATERPILLAR	336F	GRAPPLE DEMOLITION	UEQ000436	Attachment, Grapple
2019	CATERPILLAR	336F	GRAPPLE DEMOLITION		Attachment, Grapple
2019	CATERPILLAR	329E	THUMB, HYD	THC05624	Attachment, Thumb
2019	CATERPILLAR	324E/329E	BUCKET, 2.02cuyd	MFH33654	Attachment, Bucket
2019	CATERPILLAR	3412	GENERATOR SET	9EP00893	Generator
2023	CATERPILLAR	BU118	ATTACHMENT, BOX SWEEPER	P6601674	
1989	CATERPILLAR	D4H TSK	DOZER	9DB01770	
2004	CATERPILLAR	3412	GENSET, 800KW		
1994	CATERPILLAR	140G	MOTOR GRADER	72V05836	
1983	CATERPILLAR	518	GRAPPLE SKIDDER, WATER TRAILER	96U00179	
	CENEX	500 GAL	DIESEL TANK WHITE W/12V PUMP		Tank
2006	CENTRAL FABRICATORS	PC400LC-7	BUCKET, GP Excavator	114105	Attachment, Bucket
2006	CENTRAL FABRICATORS	PC400LC-7	BUCKET, 2.83 cuyd excavator PC400		Attachment, Bucket
2023	CERES	48X60	BUCKET, CLEANOUT	1598	Attachment, Bucket
2017	CERES		CLEAN OUT RAKE		Rake
2018	CERES		LAND PLANE SKID ATTACH		Attachment, Blade
2014	CERES		PIPE WINCH SYSTEM		Power Tool
2019	CERES		PIPE WINCH SYSTEM		Power Tool
2019	CERES		PIPE WINCH SYSTEM		Power Tool
1980	CHEROKEE	ED2630	TRAILER, END DUMP	677	
2010	CHEVROLET	2500HD SILVERADO	TRUCK, PICKUP 4WD EXT GAS	1G4KXBG7AF138020	Truck, Pickup (Light) <10K
2011	CHEVROLET	2500HD SILVERADO	TRUCK, PICKUP 4WD EXT DIESEL	1G2KXC89BZ251613	Truck, Pickup (Light) <10K
2004	CHEVROLET	2500HD SILVERADO	TRUCK, PICKUP 4WD EXT DIESEL	1GCHK29234E258650	Truck, Pickup (Light) <10K

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2015	CHEVROLET	2500HD SILVERADO LT	TRUCK, PICKUP 4WD GAS	1GC2KVEG4FZ519773	Truck, Pickup (Light) <10K
2013	CHEVROLET	3500	TRUCK, SERVICE	1GB3K0C80DF182959	Truck, Service
2008	CHEVROLET	2500 HD	TRUCK, PICKUP 4WD EXT DIESEL	1GCHC29668E163585	Truck, Pickup (Light) <10K
2009	CHEVROLET	3500	TRUCK, SERVICE	1GBJK89609E100818	Truck, Service
2014	CHEVROLET	SILVERADO 2500HD	TRUCK, PICKUP 4WD, 3/4 Ton	1GC1KVC83EF127343	Truck, Pickup (Light) <10K
2008	CHEVROLET	C5500	TRUCK, MECHANIC, 4X4 CREW CAB	1GBE5E3998F412400	Truck, Service
2010	CHEVROLET	SILVERADO 2500HD	TRUCK, PICKUP 4WD GAS	1GC5KVBG9AZ222654	Truck, Pickup (Light) <10K
2013	CHEVROLET	2500	TRUCK, PICKUP 4WD GAS	1GT22ZCG0DZ241073	Truck, Pickup (Light) <10K
2009	CHEVROLET	C8500	TRUCK BUCKET	1GBS8C4B89F406458	Truck - Bucket
2003	CHICAGO		AIR CURTAIN INCINERATOR SKID	161857	Incinerator
2003	CHICAGO		AIR CURTAIN BURNER JD MOTOR	T04239D188801	Incinerator
2015	CHICAGO PNEUNATIC	QRS20HPD	COMPRESSOR BAG BLDG	CAI813261	Compressor
	CI		WELDER		Welder
2022	CKW	MT200	WELDER, AC/DC TIG	42B97100544890037	Welder
2022	CMP	M5 502B	GRAPPLE, 3/2 BYPASS ROTATIONAL	2022704	Attachment, Grapple
2022	CMP	M5 502B	GRAPPLE, 3/2 BYPASS ROTATIONAL	2022705	Attachment, Grapple
2021	CMP	CMPHG502B	GRAPPLE, 3/2 BYPASS ROTATIONAL	2021614	Grapple
2021	CMP	CMPHG402B	GRAPPLE, 3/2 BYPASS ROTATIONAL	2021378	Grapple
2021	CMP	CMPHG402B	GRAPPLE, 3/2 BYPASS ROTATIONAL		Grapple
	COLEMAN	POWERMATE 6250	GENERATOR PORTABLE	41018	Generator
	COLEMAN	POWERMATE 6250	GENERATOR PORTABLE	050719YD39498	Generator
2019	COLEMAN	264RLWE	CAMPER, 30 ft CONVENTIONAL	4YDT26425KY938602	Camper, Trailered
2019	COLEMAN	264RLWE	CAMPER, 30 ft CONVENTIONAL	4YDT26428KY938612	Camper, Trailered
2019	COLEMAN	264RLWE	CAMPER, 30 ft CONVENTIONAL	4YDT2642XKY938613	Camper, Trailered
2017	COLEMAN	LANTERN 26BH	CAMPER, 26 ft, CONVENTIONAL	4YDT26226HM930463	Camper, Trailered
2021	COLEMAN	LT 262BH	CAMPER, 26 ft, conventional	4YDT26226MM932532	Camper, Trailered
2021	COLEMAN	LT 262BH	CAMPER, 26 ft, conventional	4YDT26224MM932531	Camper, Trailered
2020	COLEMAN	LT 262BH	CAMPER, 26 ft, conventional	4YDT26223LH932625	Camper, Trailered
2011	COMPANY WRENCH	SP15000	DUST SUPPRESSION UNIT	1101847	Dust Suppression
2002	COZAD	RGN	TRAILER, LOWBOY RGN	1C9WL452221772042	Trailer, Lowboy
2023	COZAD	RGN	TRAILER, LOWBOY RGN	1C9CGW421PS772006	Trailer, Lowboy
2000	COZAD	60TON	TRAILER, 60 TON LOWBED	109GL442XY1772005	
2018	CW	6X12	TRAILER, CARGO 6 X 12	53FBE1220JF040334	Trailer, Light
1985	DAKOTA - TRAIL EZE	DN16R24	PUP TRAILER 40K GVW TAG U138	1DA12RJ79FP008094	Trailer, Tag
	DAYTON		AIR COMPRESSOR	LO30995-00433	Compressor
2014	DEERE	624K	LOADER, WHEEL	1DW624KZJEF660883	Loader
2009	DEERE	544K	LOADER, WHEEL	DW544KZ624326	Loader
2008	DEERE	644J	LOADER, WHEEL	DW644KZ624427	Loader
2014	DEERE	744K	LOADER, WHEEL	XVDE657261	Loader
2008	DEERE	850J	DOZER PYRAMID PADS	T0850JX164162	Dozer
2009	DEERE	244J	LOADER, WHEEL	723189	Loader
2012	DEERE	324J	LOADER, WHEEL	1LU324JXKZB030138	Wheel Loader
2005	DEERE	AT316647	BUCKET 1YD WITH CUTTING EDGE		Attachment, Bucket

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2008	DEERE	240D	48 INCH BUCKET ON UNIT 421	212036-6-1	Attachment, Bucket
2015	DEERE	290G	EXCAVATOR	1FF290GXHEE706256	Excavator
2016	DEERE	324K	LOADER, WHEEL	1LU324KXEZB041147	Wheel Loader
2014	DEERE	544K	LOADER, WHEEL	1DW544KHJEE662717	Loader
2018	DEERE	324K HL	LOADER, WHEEL	1LU324KHHZB049840	Wheel Loader
2016	DEERE	724K	LOADER, WHEEL	1DW724KZAHF681276	Loader
2018	DEERE	544K-II	LOADER, WHEEL	1DW544KZTJF689845	Loader
2013	DEERE	544K	LOADER, WHEEL	1DW544KHHDE653781	Loader
2017	DEERE	324K	LOADER WHEEL	1LU324KXPZB041136	Wheel Loader
2018	DEERE	324K	LOADER, WHEEL	1LU324KXLZB048130	Wheel Loader
2022	DEERE	624P	LOADER, WHEEL	1DW624PAENLZ15108	Loader
2013	DEERE	524K	LOADER, WHEEL	1DW524KZKCE650402	Loader
2015	DEERE	544K	LOADER, WHEEL	1DW544KZCEE663019	Loader
2018	DEERE	GATOR TS	UTILITY VEHICLE 4X4 2 PERSON	1M04X2SJVJM130729	Utility Vehicle
2022	DEERE	324K1.1C	BUCKET, 1.1cy	1000079	Attachment, Bucket
2014	DEERE	1810E	PAN EJECTOR 12.5 STRUCK 18.3	1T81810EVE0120905	Scraper
2005	DEERE	1810E	PAN EJECTOR 12.5 STRUCK 18.3	T81810E050107	Scraper
2014	DEERE	AT340353-544	BUCKET 3 YD	2012195	Attachment, Bucket
2018	DEERE	AT413238	BUCKET, 1.6 Yd Slot Connention	1048	Attachment, Bucket
2018	DEERE	AT413237	BUCKET, 1.6 Yd Slot Connention	163020	Attachment, Bucket
	DELTA CONSOLIDATION	80000	TANK FUEL 105 GAL		Tank
2015	DELTAWELD	452	WELDER MIG	MF270037CMF310002U	Welder
	DELTAWELD	300	WELDER MIG		Welder
2022	DENIS CIMA	DAH125D	ATTACHMENT, MULCHER HEAD	2001HE213	
	DERSON MFG		DIESEL TANK W/PUMP 1000 GAL	4902	Tank
	DERSON MFG		DIESEL TANK W/PUMP 1000 GAL	5012	Tank
	DEWALT	DP3750	WASHER PRESSURE	1100139739	Washer / Steamer
	DEWALT	DG4400B	GENERATOR PORTABLE	2712002206	Generator
2022	DIAMOND C	HDT208L	TRAILER	46UFU1822N1261746	
2017	DODGE	RAM 3500	PICKUP TRUCK	3C63RRGL3HG683186	
2016	DODGE	RAM 3500	PICKUP TRUCK	3C63R3CL2GG131342	
2014	DODGE	RAM 2500 SLT	PICKUP TRUCK	3C6UR5HL1EG106986	
2014	DODGE	RAM 2500 SLT	PICKUP TRUCK	3C6UR5HL7EG121637	
2016	DODGE	RAM 2500	PICKUP TRUCK	1C6RR7GT1GS328720	
2019	DODGE	RAM 1500	PICKUP TRUCK	1C6SRFBTXKN887077	
2019	DODGE	RAM 3500	PICKUP TRUCK	3C7WR9CL8KG675123	
2022	DODGE	5500	TRUCK, CHIP	3C7WRNFL5NG274783	
2022	DODGE	40' - 5500 Squirt Bo	TRUCK, LIFT 40ft	3C7WRNBLXNG328777	
2013	DOPPELSTADT	3060K Type C	SHREDDER SLOW-SPEED TRACKED	194	Shredder
	DROTT	4 IN 1	BUCKET LOADER	AZ04408	Attachment, Bucket
	DROTT	4 IN 1 31228	BUCKET LOADER	A70A408	Attachment, Bucket
2021	DURABASE		MATS, 4 x 8 x 3/4 inch (40 in a set)		Mats & Shoring
2021	DURABASE		MATS, 8 ft x 14 ft x 4 inch (42 in a set)		Mats & Shoring
2021	DURABASE		MATS, 8 ft x 14 ft x 4.25 in.- TTL 42 w/4 lock pins ea- RPO		Mats & Shoring
1994	DYNAWELD	SSL-10	TRAILER	19K42ABX5R1X31255	Trailer, Carhauler
1994	DYNWELD	31278U-9	TRAILER 40K GW	19K81AEX6R1X31278	Trailer, Tag
1994	EAST		LIVE FLOOR TRAILER	1E1U1Y283RRL15726	Trailer, Walking Floor

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
1995	EAST		LIVE FLOOR TRAILER - SCALE INST	1E1U1Y280SRA18714	Trailer, Walking Floor
1997	EAST		LIVE FLOOR TRAILER - SCALE INSTA	1E1U1Y284VRJ21670	Trailer, Walking Floor
1997	EAST		LIVE FLOOR TRAILER	1E1U1Y289VRG21505	Trailer, Walking Floor
2002	EAST		LIVE FLOOR TRAILER 48'	1E1U1Y2862RG31310	Trailer, Walking Floor
2002	EAST		LIVE FLOOR TRAILER 48'	1E1U1Y2802RG31299	Trailer, Walking Floor
1996	EAST		TRAILER END DUMP 24'	1E1D1K286TRK20386	Trailer, Dumping
1995	EAST		LIVE FLOOR TRAILER - SCALE INSTA	1E1U1Y284SRG17406	Trailer, Walking Floor
1997	EAST		LIVE FLOOR TRAILER	1E1U1Y284VRE20255	Trailer, Walking Floor
1995	EAST		LIVE FLOOR TRAILER	1E1U1Y286SRL18500	Trailer, Walking Floor
2018	EASY KLEEN	Magnum 4000	POWER WASHER		
2021	ECO CAF	ECO 30	HOSES	Multiple	
2003	ECONO FB		TRAILER	0566	
2020	EDCO	C10-13H	SAW, 13HP CRACK CHASING, 8" BLADE		Saw, Cement
2005	E-JECT	SC-17-U	SCRAPER PULL LEAD	239F87565R29	Scraper
2005	E-JECT	SC-17-U	SCRAPER PULL LEAD	297F87565R29	Scraper
2006	E-JECT	SC-17-U	SCRAPER PULL LEAD	376F87565R29	Scraper
2006	E-JECT	SC-17-U	SCRAPER PULL PUP	363R87565R29	Scraper
	ELLIS	1600	MITRE BANDSAW	16967565	Shop Tool
2020	ELSA	SC140-1-ESTENMM_R5	LINE BORING/WELDING SYSTEM		Shop Tool
	EMPIRE	L120C	BUCKET 8CY FOR VOLVO 120	E-507-8	Attachment, Bucket
1996	EMPIRE	FOR PC300	SHEAR ADAPTER		Shear
1994	EMPIRE	5 TINE	GRAPPLE 5 TINE		Grapple
	EMPIRE	FOR PC220	QUICK TACH ADAPTER		Quick Attach
	EMPIRE	FOR PC300	QUICK TACH ADAPTER	C597	Quick Attach
1995	EMPIRE	FOR PC300	GRAPPLE FOR PC300		Attachment, Grapple
	EMPIRE	RR20684	BUCKET SAND 3 CY	173113	Attachment, Bucket
2000	EMPIRE	PC400	RIPPER FROST PIN ON		Ripper
	ESKINE		GRAPPLE RAKE	1128207	
	ESKINE		GRAPPLE RAKE	1089616	
2007	EZEE-ON	8550	DISC 9.5 FT 32 IN BLADES	51789	Disc
2018	EZGO	L6 G	UTILITY CART 6 PERSON GAS	3316974	Utility Vehicle
2012	FAE	UML/HV4100	MASTICATION HEAD	10-385	
2019	FAE	UML/HY-125 VT	MASTICATION HEAD	19-0677	
2012	FECON	BH080EXC2-S-38VDB-OL	MASTICATION HEAD	00BH80E010125	
2013	FECON	BH080EXC2-S-38VDB-OL	MASTICATION HEAD	00BH080E010193	
2017	FECON	CEM36EXC2-FS-XXV-OLP	MASTICATION HEAD	OCEM36EX10516	
2019	FECON	BH80	MASTICATION HEAD	825H166C8	
2019	FECON	FTX150	MASTICATOR/MULCHER	0FTX150193016	
2017	FELLING	FT14IT-18	TRAILER TILTBED CARHAULER 18'	5FTCE2327H2003734	Trailer, Carhauler
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3220J1001775	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3222J1001759	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3224J1003898	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3220J1003882	Trailer, Tag
2020	FELLING	FT14	TRAILER, 14K TILT DECK	5FTBE2522L2001388	Trailer, Carhauler

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2020	FELLING	XF-110-3 HDG	TRAILER, LOWBOY	5FTSL5332M1000882	Trailer, Lowboy
2014	FINN	T-60-T	HYDROSEEDER, 600 Gallon Trailer	MD-2463	Seeder
1997	FLECO	980	RAKE W/ CLAMPS STACKING		Rake
	FLECO		RAKE ROOT FOR TROJAN		Rake
1997	FLECO	D7E 9R5000CQ	RAKE W/O ARMS	92102	Rake
2017	FLECO	PRW-17-120QAGR	GRAPPLE RAKE	59856	Attachment, Grapple
	FLEETFARM	100 GAL	FUEL TANK W/PUMP FOR PU 100GL	004602/C-0389	Tank
2016	FLYGT	2640.18	PUMP ELECT DEWATERING		Pump
2019	FONTAINE	MAGNITUDE 55H	TRAILER LOWBOY	57JE53306K3575808	Trailer, Lowboy
2019	FONTAINE	AXLE MAGNITUDE	AXLE PIN ON	57JM05107K35P1579	Trailer, Lowboy
2012	FORD	F150 XLT CREW CAB	TRUCK, PICKUP 4WD CREW CAB	1FTFW1EF1CKE22024	Truck, Pickup (Light) <10K
2010	FORD	F150 XLT SUPERCAB	TRUCK, PICKUP 4WD W/ TOPPER	1FTEX1E80AFB05920	Truck, Pickup (Light) <10K
2010	FORD	F350	TRUCK, PICKUP 4WD DIESEL 6.4L	1FTWX3BR7AEA50188	Truck, Pickup (Light) <10K
2010	FORD	F250 XLT	TRUCK, PICKUP 4WD DIESEL 6.4L	1FTSW2BRXAEA86274	Truck, Pickup (Light) <10K
2010	FORD	ESCAPE XLT	SUV 4WD	1FMCU9D73AKD07516	SUV
2005	FORD	F550	TRUCK, DUMP 4X4 DSL 6.0 5YD	1FDAF57P35EC20869	Truck - Heavy
2015	FORD	F250 XLT	TRUCK, FLADBED 4WD GAS	1FTBF2B68FEC24360	Truck, Pickup (Light) <10K
2008	FORD	F750 SD	TRUCK, MECHANIC	3FRWF75F88V675440	Truck, Service
2022	FORD	F550 SC 4x4	TRUCK, MECHANIC 6.7L	1FD0X5HT8NEC38336	Truck, Service
2022	FORD	F550	TRUCK, MECHANIC	1FD0X5HT8NEF35705	Truck, Service
2023	FORD	F550	TRUCK, SERVICE	1FD0W5HT5PEC32726	Truck, Service
2022	FORD	F550	TRUCK, SERVICE	1FD0X5HT6NEG18484	Truck, Service
2006	FORD	F250	TRUCK, PICKUP 4WD DSL 6.0	1FTSX21P26EB08594	Truck, Pickup (Light) <10K
2014	FORD	F250 XL	TRUCK, PICKUP 4WD DSL 6.0	1FT7X2BT1EEA96227	Truck, Pickup (Light) <10K
2006	FORD	F250	TRUCK, PICKUP 4WD DSL 6.0	1FTSX21P46EB21069	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A69CEB45336	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A67CEC96742	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A68CEA94024	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A64CEA94067	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A63CEB75352	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A60CEA93966	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A68DEB65501	Truck, Pickup (Light) <10K
2013	FORD	F250	TRUCK PICKUP	1FDBF2A61DEB63699	Truck, Pickup (Light) <10K

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2012	FORD	F250	TRUCK PICKUP	1FDBF2A64CEA93842	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A60CEC83797	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A67CEB75385	Truck, Pickup (Light) <10K
2013	FORD	F250	TRUCK PICKUP	1FDBF2A60DEB25672	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A68CED00717	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A65CEB45320	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A64CEB45325	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A61CEC77765	Truck, Pickup (Light) <10K
2019	FORD	F550	TRUCK, CHIPBOX	1FD0W5HT9KEG13245	Truck, Pickup - Forestry/Utili
2019	FORD	F550	TRUCK, CHIPBOX	1FD0W5HT4KEG73739	Truck, Pickup - Forestry/Utili
2019	FORD	F550	TRUCK, CHIPBOX	1FD0W5HT0KEG57814	Truck, Pickup - Forestry/Utili
2019	FORD	F550	TRUCK, CHIPBOX	1FD0W5HT9KEG13259	Truck, Pickup - Forestry/Utili
2008	FORD	F550	TRUCK BUCKET	1FDAF57R58ED46401	Truck - Bucket
2008	FORD	F550	TRUCK, FLATBED	1FDAF57R88ED23341	Truck - Flatbed
2008	FORD	F550	TRUCK,	1FDAF57R48EC84523	Truck, Straight
2010	FORD	F550	TRUCK BUCKET	1FDAF5GR5AEA39932	Truck - Bucket
2021	FORD	F250	PICKUP TRUCK	1FT7X2BT0MEC22771	
2020	FORD	F250	PICKUP TRUCK	1FT7X2BT0LEE78231	
2021	FORD	F250	PICKUP TRUCK	1FT7X2BT2MEC22772	
2022	FORD	F250	PICKUP TRUCK	1FT8W2BT7NED84163	
2022	FORD	F250	PICKUP TRUCK	1FT8X2BT8NEE40706	
2022	FORD	F250	PICKUP TRUCK	1FT8X2BT3NEF27719	
2022	FORD	F150	PICKUP TRUCK	1FTFW1E85NKE35332	
2017	FORD	F350	SERVICE TRUCK	1FD8X3FTXHEE36110	
2019	FORD	F350	SERVICE TRUCK	1FD8X3FT0KED04044	
2021	FORD	F250	SERVICE TRUCK	1FT7X2BT2LEE78229	
2021	FORD	F350	SERVICE TRUCK	1FD8X3FT1MEC09592	
2021	FORD	F350	SERVICE TRUCK	1FD8X3FT2MEC09598	
2021	FORD	F350	SERVICE TRUCK	1FD8X3FT3MEC09593	
2021	FORD	F350	SERVICE TRUCK	1FD8X3FT0MEC62557	
2010	FORD	E350	VAN	1FBNE3BLDADA18111	
2018	FORD	F550 XL	TRUCK, CHIP	1FDUF5HTXJDA03389	
2019	FORD	F550 XL	TRUCK, CHIP	1FDUF5HT7KDA14433	
2019	FORD	F550 XL	TRUCK, CHIP	1FDUF5HT0KDA14435	
2019	FORD	F550 XL S.C	TRUCK, CHIP	1FD0X5HT3KEE14043	
2022	FORD	F550	TRUCK, CHIP	1FD0W5HINXNEF33006	
2022	FORD	F550	TRUCK, CHIP	1FD0W5HT7NEF65846	

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2022	FORD	F550	TRUCK, CHIP	1FD0W5HN3NEF12725	
2022	FORD	F550	TRUCK, CHIP	1FD0W5HT7NEF33009	
2019	FORD	F350 XL Super duty c	TRUCK, PICKUP	1FD8W3HTXKED42557	
2018	FORD	F350 XL Super duty c	TRUCK, PICKUP	1FD0W5HT1JEB23932	
2018	FORD	F350 XL Super duty c	TRUCK, PICKUP	1FD0W5HT6JEB13283	
2022	FORD	F550	TRUCK, FLATBED	1FD0W5HT7NEF46553	
2022	FORD	F550	TRUCK, FLATBED	1FD0W5HT4NEF46557	
2022	FORD	F550	TRUCK, FLATBED	1FD0W5HT6NEF46558	
2018	FORD	F550 Squirt AT37G	TRUCK, LIFT	1FDUF5HT5JEB54599	
2016	FORD	F550 Squirt AT37G	TRUCK, LIFT	1FDUF5HT7GEC91391	
2019	FORD	F550 Squirt XL AT37G	TRUCK, LIFT 40ft	1FDUF5HTXKDA13874	
2020	FORD	F550 Squirt XL AT37G	TRUCK, LIFT 40ft	1FDUF5HT4LDA06565	
2020	FORD	F550 Squirt AT37G	TRUCK, LIFT 40ft	1FDUF5HT3LDA07240	
2023	FORD	F750 DRW	TRUCK, LIFT 60ft	1FDWF7DE1PDF07950	
2023	FORD	F750 DRW	TRUCK, LIFT 60ft	1FDWF7DE9PDF07954	
2023	FORD	F750 V0260REV-03	TRUCK, LIFT 60ft	1FDWF7DE2PDF07956 s/n VM220021	
2022	FORD	40' F550 Squirt Boom	TRUCK, LIFT 40ft	1FD0W5HT0NEF65848	
2023	FORD	F550	TRUCK, SQUIRT BOOM	1FDUF5HT4NDA16709	
2023	FORD	F550	TRUCK, SQUIRT BOOM	1FDUF5HT2NDA16708	
2016	FORD	Escape 4D	SUV	1FMCU9G9XGUA30647	
2019	FORD	Escape 4D	SUV	1FMCU9HD4KUC31956	
2017	FORD	F550 XL Service Truc	SERVICE TRUCK	1FD0W5HT7HEC69102	
2019	FORD	F350 XL Service Truc	SERVICE TRUCK	1FD8W3FT2KEE29162	
2011	FORD	F250 Super Duty Supe	SERVICE TRUCK	1FD7X2B65BEC78689	
2017	FORD	F250 Lariat	TRUCK, PICKUP	1FT7W2BT1HEC45047	
2020	FORD	F150 STX	TRUCK, PICKUP	1FTEW1E44LFB16129	
2018	FORD	F150 XLT	TRUCK, PICKUP	1FTEW1EP0JKG06890	
2018	FORD	F150 XLT	TRUCK, PICKUP	1FTEW1EP2JKG06891	
2019	FORD	F250 SD Crew	TRUCK, PICKUP	1FT7W2B63KED40453	
2003	FORD	F250 XLT Super Duty	TRUCK, PICKUP	1FTNW21L23ED78109	
2021	FORD	F250 XL	TRUCK, PICKUP	1FT7X2B64MEE10512	
2019	FORD	F250 Super Duty Lari	TRUCK, PICKUP	1FT7W2BT5KEE13179	
2017	FORD	F250 Super Duty	TRUCK, PICKUP	1FT7W2BT2HEF19596	
2019	FORD	F150 XLT	TRUCK, PICKUP	1FTEW1EPXKKC15263	
2019	FORD	F150 XLT	TRUCK, PICKUP	1FTEW1EP8KKC78121	
2016	FORD	F150 XLT	TRUCK, PICKUP	1FTEW1EG1GKG02310	
2021	FORD	F150 STX	TRUCK, PICKUP	1FTEW1EP1MFB37645	
2019	FORD	F150 STX	TRUCK, PICKUP	1FTEW1EP1KKD56917	
2021	FORD	F150 STX	TRUCK, PICKUP	1FTEW1EPXMFC51174	
2022	FORD	F150	TRUCK, PICKUP	1FTFW1E87NKE77226	
2018	FORD	F150	TRUCK, PICKUP	1FTEW1EG4JKC28332	
2022	FORD	F150	TRUCK, PICKUP	1FTFW1E89NKE93217	
2021	FORD	F150	TRUCK, PICKUP	1FTFW1E53MFB81424	
2021	FORD	F150	TRUCK, PICKUP	1FTFW1E8XMKD75353	
2021	FORD	F150	TRUCK, PICKUP	1FTFW1E88MKE00895	
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT0NEG04727	

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT0NEG04744	
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT1NEG26090	
2022	FORD	F250	TRUCK, PICKUP	1FT7W2BN6NEG26082	
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT3NEG26088	
2022	FORD	F250	TRUCK, PICKUP	1FT7W2BNXNEG04747	
2022	FORD	F150	TRUCK, PICKUP	1FTFW1E87NKD15399	
2020	FORD	F150	TRUCK, PICKUP	1FTEW1E46LFC60247	
2020	FORD	F150	TRUCK, PICKUP	1FTEW1E46LKE95416	
2019	FORD	F150	TRUCK, PICKUP	1FTFW1E49KKD19172	
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT9NEG04757	
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT1NEG26087	
2022	FORD	F250	TRUCK, PICKUP	1FT7W2BNXNEG26084	
2022	FORD	F250	TRUCK, PICKUP	1FT8W2BT1NEG04736	
2022	FORD	F350	TRUCK, PICKUP	1FT8W3BTXNEG26207	
2022	FORD	F250 XL	TRUCK, PICKUP	1FT7W2B64NEG41544	
2022	FORD	F250 XL	TRUCK, PICKUP	1FT7W2B64NEG34609	
2022	FORD	F250 XL	TRUCK, PICKUP	1FT8W2BT2NEF27567	
2022	FORD	F250 XLT	TRUCK, PICKUP	1FT7W2BT1NEG13612	
2023	FORD	F250	TRUCK, PICKUP	1FT8W2BT6PED34695	
2023	FORD	F250	TRUCK, PICKUP	1FT7W2BT8PEC34996	
2023	FORD	F250	TRUCK, PICKUP	1FT8W2BN5PED35337	
2023	FORD	F250	TRUCK, PICKUP	1FT7W2BTXPEC34997	
2023	FORD	F250	TRUCK, PICKUP	1FT8W2BT7PED43955	
2022	FORD	F250	PICKUP TRUCK	1FT8X2BTXNEF27720	
2023	FORD	F550	TRUCK, SQUIRT BOOM	1FDUF5HT9NDA16706	
2003	FORD	F250	SERVICE TRUCK (GAS)	1FTNF21SX3EA89776	
2011	FOREST RIVER	CARDINAL	CAMPER, 5TH WH 32 FT	4X4FCAG2XBG096805	Camper, Trailered
2017	FOREST RIVER	35BL	CAMPER, 5TH WH 40 FT	5ZT3SP0BXHF491914	Camper, Trailered
2018	FOREST RIVER	CATALINA 26 BH	CAMPER, 26 ft, CONVENTIONAL	5ZT2CARB7JK001869	Camper, Trailered
2019	FOREST RIVER	291 BHS	CAMPER, 26 ft, conventional	5ZT2CAUB6K4032611	Camper, Trailered
2018	FREIGHTLINER	114SD	TRUCK, KNUCKLEBOOM 55 YD3	3ALMG3DV6JDJW1583	Truck - Self-Loader
2020	FREIGHTLINER	114SD	TRUCK, KNUCKLEBOOM 63 YD3	3ALHG3DV2LDMG6594	Truck - Self-Loader
1988	FREIGHTLINER	3-5TN	TRACTOR, FLATBED, NOT LICENSED	1FUYYSYB0JH320041	Truck - Flatbed
2018	FREIGHTLINER	M2-106	TRUCK, BUCKET 75'	1FVACXFC7JHJR7147	Truck - Bucket
2020	FREIGHTLINER	114 SD W/SERCO 8500	TRUCK, DEBRIS SELF LOADING	3ALHG3DV4LDKW4943	
2023	FREIGHTLINER	114 SD	TRUCK, SELF-LOADING	3ALHG3DV7PDUF4902	
2020	FREIGHTLINER	60' M2-106, LR7-56	TRUCK, LIFT 60ft	1FVACWFD1LHKW5660	
2018	FREIGHTLINER	100' - M2-106	TRUCK, LIFT 100ft	1FVKCYFEXJHJL2109	
2020	FREIGHTLINER	M2-106 LR7-56	TRUCK, LIFT 60ft	3ALACXFCXLDKW5353	
2020	FREIGHTLINER	75' M2-106 LR7-60E70	TRUCK, LIFT 75ft	1FVDCXFC5LHKW6823	
2020	FREIGHTLINER	75'-M2-106 LR7-60E70	TRUCK, LIFT 75ft	3ALDCXFCXLDKW7052	
2023	FREIGHTLINER	75'	TRUCK, LIFT 75ft	1FVACXFC6PHNZ1294	
2023	FREIGHTLINER	75' XTPRO	TRUCK, LIFT 75ft	1FVACXFCXPHNZ1296	
2023	FREIGHTLINER	75' XTPRO M2-106	TRUCK, LIFT 75ft	1FVDCXFC9PHNZ1741	
2023	FREIGHTLINER	75' XTPRO M2-106	TRUCK, LIFT 75ft	1FVDCXFC0PHNZ1742	

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2023	FREIGHTLINER	75' XTPRO M2-106	TRUCK, LIFT 75ft	1FVDCXFC7PHNZ1740	
2023	FREIGHTLINER	AN67	TRUCK, BUCKET 70ft	1FVDCXFC5PHNW9641	
2023	FREIGHTLINER	AN67	TRUCK, BUCKET 70ft	1FVDCXFC7PHNW9639	
2023	FRIEGHTLINER	M2-106	TRUCK, SELF-LOADER	1FVACXFCXPUL7364	Truck - Self-Loader
1994	FROST (KOMATSU)	PC220	RIPPER		Attachment, Ripper
1977	FRUEHAUF	FG-X-12-4476	TRAILER, CHIP VAN	MEY508846	
1974	FRUEHAUF		TRAILER, SHORT LOWBED	120129	
1978	FRUEHAUF		TRANSFER TRAILER	CA699801	
2016	GATOR PUMP	SAILFISH	PUMP PTO TRAILER	N162439	Pump
2016	GATOR PUMP	SAILFISH	PUMP PTO TRAILER	N162440	Pump
2017	GATOR PUMP	SAILFISH	PUMP PTO TRAILER 12"		Pump
2014	GCS	3660	CONVEYOR 60 FT		Conveyor
	GENERAC	GUARDIAN 0044560	GENERATOR STATIONARY LP 12KW	3538012	Generator
2009	GENERAL	DAS	TRAILER, HAY RACK (HAPS)	1G9DAS073WA008061	
2016	GENERAL	Rack - TLT-04	TRAILER, TURKEY RACK	1G9G2LA27NA008050	
2022	GENERAL		TRAILER, LOG	1G9G2LA27NA008050	
1995	GENERAL TRACTOR	185BM	ASPHALT CUTTER		Cutter
2007	GENIE	4390 RT	SCISSOR LIFT 43'	GS900745381	Scissor Lift
2007	GENIE	4390 RT	SCISSOR LIFT 43'	GS900745383	Scissor Lift
2014	GENIE	S85	LIFT, 80ft W/ JIB	S8514-10598	
2019	GMC	SIERRA 2500	TRUCK, PICKUP 4WD	1GT12PEY0KF139518	Truck, Pickup (Light) <10K
2019	GMC	SIERRA 2500	TRUCK, PICKUP 4WD	1GT12NEY7KF178093	Truck, Pickup (Light) <10K
2019	GMC	SIERRA 2500HD SLT	TRUCK, PICKUP 4WD	1GT12REY0KF178296	Truck, Pickup (Light) <10K
2009	GMC	SIERRA 1500	TRUCK PICKUP	1GTEK39079Z217509	Truck, Pickup (Light) <10K
2016	GMC	SIERRA 1500	PICKUP 2WD 1/2 TON	1GTN1LBC4GZ901644	Truck, Pickup (Light) <10K
2017	GMC	Sierra 2500	SERVICE TRUCK	1GD12REG8HF160723	
2007	GMC	Sierra 2500HD CI	TRUCK, PICKUP	1GTHK29D37E102632	
2020	GOCKEL	G50EL	GRINDING MACHINE, KNIFE SHARPENER	10848	Shop Tool
2020	GODWIN	CD100M	PUMP, 4" Dewatering	D-61193	Pump
2020	GODWIN	CD100M	PUMP, 6" Dewatering	D-41752A	Pump
1990	GORMAN RUPP	PA6A60F4L	PUMP 6" DIESEL	1146569	Pump
2010	GREAT DANE		TRAILER FLATBED 36' X 108"	1GRDM7329AH712592	Trailer, Flat Deck
2007	GROUSER	2200	TRACTOR DOZER 14 FT	200700607	Attachment, Blade
2021	GULFSTREAM	268BH	CAMPER, 26 ft CONVENTIONAL	1NL1G3020M1145889	Camper, Trailered
1996	HARLEY	PRO-6	RAKE POWER	P66D022	Rake
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1216KU001032	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1213KU001053	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1219KU001056	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1211KU001066	Trailer
	HENSLEY	LD600	BUCKET	17425	Attachment, Bucket
2011	HILLTOP	10X36	TRAILER, OFFICE 10 x 36	9904	Trailer, Temp Job
2012	HITACHI	ZX210LC-3	EXCAVATOR W/ HYDRAULIC THUMB	220953	Excavator
2012	HITACHI	ZX210LC-3	EXCAVATOR W/ HYDRAULIC THUMB	221207	Excavator

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2010	HITACHI	ZX210LC-3	EXCAVATOR W/ HYDRAULIC THUMB	214932	Excavator
2015	HLA ATTACHMENTS	HD5560	GRAPPLE 90" HD SKELETON SKIDLOADER PLATE	15332526	Attachment, Forks
2005	HONDA	EB3500AA	GENERATOR		Generator
	HONDA	WB20X	PUMP	WABT-1135466	Pump
	HONDA	WT30XK3A	PUMP 3 INCH		Pump
2022	HONDA		GENERATOR SET W/ INVERTER, 3200	EBKJ-1008597	Generator
2022	HONDA	EU7000IAT1	GENERATOR SET W/ INVERTER, 7000W	EEJD-1345854	Generator
2023	HONDA	WT40XK3A	PUMP, UTILITY 4 INCH		
2023	HONDA	WT40XK3A	PUMP, UTILITY 4 INCH		
2014	HOTSY	1075BE	WASHER DIESEL STM CLEANER	11105660-100625	Washer / Steamer
2023	HOTSY	897SS	PRESSURE WASHER	11091820-100147	Washer / Steamer
2002	HUDSON		TRAILER 40K	10HHTD1A721000024	Trailer, Tag
2016	HUSQVARNA	395XP	CHAINSAW	100068	
2020	HUSQVARNA	372X	CHAINSAW	3201044	
2016	HUSQVARNA	372X	CHAINSAW	3300854	
2021	HUSQVARNA	372X	CHAINSAW	1100528(9)	
2020	HUSQVARNA	572XP	CHAINSAW		
2021	HUSQVARNA	372X	CHAINSAW	700661	
2012	HUSQVARNA	372X	CHAINSAW	600337	
	HUSQVARNA	385XP	CHAINSAW	70108052	
	HUSQVARNA	572XP	CHAINSAW		
2022	HUSQVARNA	372XP	CHAINSAW	1300275	
2022	HUSQVARNA	372XP	CHAINSAW	1300452	
2022	HUSQVARNA	372XP	CHAINSAW	1300458	
2022	HUSQVARNA	592XP	CHAINSAW	2700052	
2005	HYD-MECH	DM-8	MITRE BANDSAW	134606-28A	Shop Tool
2016	HYSTER	H110FT	FORKLIFT	U005V03628P	
2018	HYSTER	S30XL	FORKLIFT	362224	
2013	HYUNDAI	30L-7M	FORK LIFT 6000# LP 60" FORKS	HHKHFF19CD0000404	Forktruck
2006	INGERSOLL RAND	SD-100-D	COMPACTOR 84" W/SHEEFOOT SHELL	186628	Compactor
	Ingersoll Rand	2475F14G Kohler	COMPRESSOR	CBV839118	Compressor
2006	INTERNATIONAL	5900I SFA 6X4	TRACTOR SEMI, LOWBOY	1HSXRAPR06J315907	Tractor - Semi
2019	INTERNATIONAL	7400	TRUCK, DUMP 14 YD BOX	3HAWGTAT2KL095565	Truck, Straight
2018	INTERNATIONAL	7400	TRUCK, DUMP 14 YD BOX	3HAWGTAT0JL610299	Truck, Straight
2017	INTERNATIONAL	PROSTAR	TRACTOR SEMI W/ WET KIT AUTO TRANS	3HSDJAPR5HN743885	Tractor - Semi
2017	INTERNATIONAL	PROSTAR	TRACTOR SEMI W/ WET KIT AUTO TRANS	3HSDJAPR0HN743888	Tractor - Semi
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT96J220623	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT06J220624	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT26J220625	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT46J220626	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT36J340241	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT16J340240	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT56J340239	Truck - Self-Loader
2005	INTERNATIONAL	4300	TRUCK, BUCKET	1HTMMAAN35H155059	Truck - Bucket
2009	INTERNATIONAL	4300	TRUCK, TYMCO 600 VAC	1HTJT SKN59H155760	Truck - Sweeper
2008	INTERNATIONAL	4300	TRUCK, TYMCO 600 VAC	1HTJT SKN18J695730	Truck - Sweeper
2003	INTERNATIONAL	4200	TRUCK TYMCO 600 SWEEP/VAC	1HTMPAFN03H591932	Truck - Sweeper

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2002	INTERNATIONAL	4700	TRUCK TYMCO 600 SWEEP/VAC	1HTSCABN82H518637	Truck - Sweeper
2007	INTERNATIONAL	7600	TRUCK HYDRO EXCAVATOR	1HTWYSBT77J396652	Truck - Heavy
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR17C433407	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR97C491524	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR27C491526	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNSBR07C465152	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNSBR77C465150	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR27C427411	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAHR47C392174	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR27C427618	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPRX7C364736	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCNSCRX7C557707	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCNSCR37C557712	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR47C366563	Tractor - Semi
2013	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR7DN363084	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR1EN766995	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR0EN766972	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR3EN767016	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR8EN785253	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR9EN767019	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR6EN785283	Tractor - Semi
2015	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	1HSDJAPR1FH117886	Tractor - Semi
2015	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR8FN118393	Tractor - Semi
2010	INTERNATIONAL	4300	TRUCK, FLATBED	1HTMMAAN2AH213303	Truck - Flatbed
2008	INTERNATIONAL	7400	TRUCK BUCKET	1HTWHAAR38J568208	Truck - Bucket
2020	INTERNATIONAL	HV607	TRUCK, BUCKET	3HAECTAT2ML107243	Truck - Bucket
2014	INTERNATIONAL	WT-2	WATER TRUCK	3HAMMAAL5EL788221	
2020	INTERNATIONAL	MV607	TRUCK, DUMP 6 YD	3HAEUMML5LL868830	Truck - Heavy
2009	INTERSTATE	40DLA	TRAILER 40K	1JKDLA4059M010072	Trailer, Tag
2022	JAY FLIGHT	224BH	CAMPER, 27 ft CONVENTIONAL	1UJB0BM2N17N1169	Camper, Trailered
2022	JAY FLIGHT	224BH	CAMPER, 27 ft CONVENTIONAL	1UJB0BM3N17N1066	Camper, Trailered
2022	JAY FLIGHT	242BHS	CAMPER, 29 ft CONVENTIONAL	1UJB0BN4N17R0824	Camper, Trailered
2012	JAYCO	32TSBH	CAMPER, 32 FT	1UJB0BS2C18V0070	Camper, Trailered
2007	JAYCO	328 RLS	CAMPER, 32 ft, CONVENTIONAL	1UJB02R171EA0315	Camper, Trailered
2018	JAYFLIGHT	212QBW	CAMPER, 28 ft CONVENTIONAL	1UJB0BL8J75Z0499	Camper, Trailered
2018	JAYFLIGHT	212QBW	CAMPER, 28 ft CONVENTIONAL	1UJB0BL6J75Z0582	Camper, Trailered
2018	JAYFLIGHT	212QBW	CAMPER, 28 ft CONVENTIONAL	1UJB0BL5J75Z0587	Camper, Trailered
2018	JAYFLIGHT	212QBW	CAMPER, 28 ft CONVENTIONAL	1UJB0BL9J75Z0589	Camper, Trailered
2017	JEEP	CHEROKEE	SUV	1C4PJLAB3HD221562	
2008	JLG	3394RT	SCISSOR LIFT 33'	0200178613	Scissor Lift
2007	JLG	260MRT	SCISSOR LIFT 26'	0200172516	Scissor Lift
2008	JLG	260MRT	SCISSOR LIFT 26'	0200162245	Scissor Lift
1982	JM	BD-1	TRAILER, BELLY DUMP	3447 (83347)	
2014	JOHN DEERE	5045E	TRACTOR, AG w/ BUCKET	1PY5045EKDB003984U	Tractor - Farm
2022	JOHN DEERE	AT492257	FORK SET, 48"	T0EHP45011629	Attachment, Forks
	JOHN DEERE	GT80	ATTACHMENT, GRAPPLE FORK		
	JOHN DEERE	GR84B	ATTACHMENT, GRAPPLE FORK	1TOGR84BHL0000655	

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2019	JOHN DEERE	650K	DOZER w/ Rear Ripper	1T0650KKAKF359878	
2012	JOHN DEERE	210GLC	EXCAVATOR	1FF21DGKVC5200250	
2013	JOHN DEERE	210GLC	EXCAVATOR	1FF210GXTCE520189	
2017	JOHN DEERE	85G	EXCAVATOR	1FF085GXTHJ019088	
2017	JOHN DEERE	85G	EXCAVATOR	1FF085GXKHJ019093	
2018	JOHN DEERE	135G	EXCAVATOR	1FF135GXPHF500577	
2020	JOHN DEERE	2154G	EXCAVATOR	1FF2154GKLF212437	
2021	JOHN DEERE	859M	FELLER BUNCHER, TRACKED	1T0859MXEML394998	
2022	JOHN DEERE	859M	FELLER BUNCHER, TRACKED	1T0859MXPML412373	
2008	JOHN DEERE	1710D	FORWARDER	WJ1710D001179	
2017	JOHN DEERE	1210E	FORWARDER	1WJ1210ECHE001945	
2017	JOHN DEERE	1510E	FORWARDER	1WJ1510ELHE003562	
2020	JOHN DEERE	1910G	FORWARDER	1WJ1910GELL002263	
2011	JOHN DEERE	1270E	HARVESTER	1WJ1270EPBD001908	
2014	JOHN DEERE	1270E	HARVESTER	1WJ1270ETED002737	
2013	JOHN DEERE	2454D	HARVESTER	1FF2454DJD0240127	
2014	JOHN DEERE	304K	WHEEL LOADER	1LU304KXKZB035246	
2017	JOHN DEERE	304K	WHEEL LOADER	1LU304KXCZB039552	
2019	JOHN DEERE	524L	WHEEL LOADER w/ Young Log Fork	1DW524LZPKF696348	
2019	JOHN DEERE	304L	WHEEL LOADER w/ Grapple	1LUD304LXEB057174	
2020	JOHN DEERE	2156G	LOG LOADER	1FF2156GHKF216198	
2019	JOHN DEERE	2156G	LOG LOADER	1FF2156GTKF216187	
2017	JOHN DEERE	648L	GRAPPLE SKIDDER	1DW648LXCHF679549	
2021	JOHN DEERE	648L-II	GRAPPLE SKIDDER	1DW648LBCMF710572	
2020	JOHN DEERE	848LII	SKIDDER	1DW848LBKMF712246	
2016	JOHN DEERE	333E	TRACK SKID LOADER	1T0333EMTFE291382	
2017	JOHN DEERE	333G	TRACK SKID LOADER	1T0333GMCHF318502	
2020	JOHN DEERE	333G	TRACK SKID LOADER	1T0333GVAMF394542	
2021	JOHN DEERE	333G	TRACK SKID LOADER	1T0333GMKMF395541	
2021	JOHN DEERE	333G	TRACK SKID LOADER	1T0333GMTI4F396640	
2019	JOHN DEERE	GATOR XUV865M	FIRE FIGHTING QUAD	1M0865MACKM020427	
2017	JP CONVEYORS	30X60	CONVEYOR RADIAL STACKER 30X60 ELECT 20HP	306	Conveyor
2017	JP CONVEYORS	30X60	CONVEYOR RADIAL STACKER 30X60 ELECT 20HP	307	Conveyor
2008	JRB	270D	COUPLER ON UNIT 421	1108-DEW9401	Attachment, Quick Attach
2008	JRB	WA380-3	FORK SET FOR CAT IT38	1201-82969-1/2	Attachment, Forks
2015	JRB		BUCKET 5.5 CUYD ROLLOUT	0615AKR38547	Attachment, Bucket
2006	JRB		BUCKET 4 YD GRAPPLE	0706-103844-1	Attachment, Bucket
2001	KAMAN MACHINE DIV		POWER UNIT PORTABLE HYDRAU	HD745	Power Unit
2011	KAWASAKI	4010	UTILITY VEHICLE 4X4 2 PERSON	JK1AFCM1788507826	Utility Vehicle
2014	KEARNEY	GN8324LB	24' GOOSENECK DUAL AXLE	5LCLB2427E1033056	Trailer, Light
2014	KEARNEY	GN8324LB	24' GOOSENECK DUAL AXLE	5LCLB2425E1033489	Trailer, Light
2017	KEESTRACK	S5 - 40X75	CONVEYOR TRACKED 40X75	04-KS195	Conveyor
2018	KEESTRACK	S5 - 40X75	CONVEYOR TRACKED	04-KS238	Conveyor
2014	KENWORTH	T800	TRACTOR	1NKDL40X4ER417880	
2014	KENWORTH	T800	TRACTOR	1NKDL49X6EJ387332	
2014	KENWORTH	T800	TRACTOR	1NKDL49X6EJ387333	

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2014	KENWORTH	T800	TRACTOR	1NKDL49XXEJ387334	
2019	KENWORTH	T800	TRACTOR	3VVKDD49X6KF360277	
2011	KENWORTH	T370	HOOK LIFT TRUCK	2NKHIN7X7BM283254	
2009	KENWORTH	T800	HOOK LIFT TRUCK	1NKDL49X69R258577	
2015	KENWORTH	T800	TRACTOR	1XKDD40X8FR457724	
2019	KENWORTH	T800	LOG TRUCK	1XKDDD40X3KJ259741	
2018	KENWORTH	T800	LOG TRUCK	1NKDXP0X4JR188214	
2012	KENWORTH	T800	HOOK LIFT	1NKDL79X9CR298158	
2020	KENWORTH	T800	TRACTOR	3WKDD49X3LF418069	
2022	KENWORTH	T880	TRACTOR	1XKZD40X5NJ491378	
2022	KENWORTH	T880	TRACTOR	1XKZD49X4NJ123423	
2022	KENWORTH	T880	TRACTOR	1NKZL40X9NJ123590	
2020	KOBELCO	SK140SRLC5	EXCAVATOR	YH08015241	
2020	KOBELCO	ED1605BR5	EXCAVATOR	LH03005038	
2020	KOBELCO	SK140SR7	EXCAVATOR	YY09045782	
2020	KOBELCO	SK210LC10	EXCAVATOR	YQ15605187	
2021	KOBELCO	SK130LC-11	EXCAVATOR	LP10030223	
2022	KOBELCO	SK300LL	LOG LOADER	LB08S00192	
	KOHLER		GENERATOR, PULL BEHIND 30kw 3Phase 208V 200AMP		
2013	KOLMEN / ATHEY	101RFP	CONVEYOR, 120 FT RADIAL STACKING	88-110-36-125	Conveyor
2014	KOMATSU	PC360LC-10	EXCAVATOR HYD	A32480	Excavator
1996	KOMATSU	PC220 LC6L	EXCAVATOR	A80457	Excavator
2006	KOMATSU	PC400LC-7E0	HYD EXCAVATOR	KMTPC184H54A87265	Excavator
1994	KOMATSU	PC220	QUICK ATTACH		Quick Attach
	KOMATSU	D75S	RAKE W/ CLAMP LOADER		Rake
2016	KUBOTA	KX0804R3A	EXCAVATOR-080	JKUK0803T01H34806	
2016	KUBOTA	KX0404R3T	EXCAVATOR-040	JKUK0404C01H23716	
2016	KUBOTA	KX0404R3TP	EXCAVATOR	26244	
2014	KUBOTA	KX0804R3	EXCAVATOR	32731	
2011	KUBOTA	SVL90 HFC	SKID STEER	JKUC0901J01S10713	
2015	KUBOTA	SVL90-2	SKID STEER	JKUC0902C01S17874	
1999	LABOUNTY	140HDR	GRAPPLE	14468	Attachment, Grapple
	LABOUNTY	HDR110	GRAPPLE	11583	Attachment, Grapple
1997	LABOUNTY	140HDR	GRAPPLE	14455	Attachment, Grapple
1997	LABOUNTY	RT65	QUICK CONNECTOR FOR PC300	131847	Quick Attach
	LABOUNTY	140HDR	GRAPPLE	14428	Attachment, Grapple
	LABOUNTY	120HDR	GRAPPLE	12414	Attachment, Grapple
	LABOUNTY	HDR 120	GRAPPLE 5 TINE		Attachment, Grapple
2017	LABOUNTY	HDR70S	GRAPPLE DEMO	70711	Attachment, Grapple
	LANG	LK	RAKE ROCK		Attachment, Rake
	LINCOLN	DC-400	WELDER W/ ACC	AC-655278	Welder
2018	LINCOLN	STTCK TR	TRAILER, SHORT LOGGER	1L9M02821J1104618	
2015	LINK BELT	145	EXCAVATOR	EBBK5-9260	
2019	LOAD KING	503/554	TRAILER LOWBOY	5LKL54358K1030861	Trailer, Lowboy
2019	LOAD KING	FL201-37	AXLE PIN ON	5LKF05115J1030798	Trailer, Lowboy
2017	LOAD TRAIL	EQ102-20T7-MPD	TRAILER UTILITY 14K GVW	4ZECH2022H1139048	Trailer, Open Deck
2018	LOAD TRAIL	EQ102-20T7-MPD	TRAILER UTILITY 14K GVW w/ ramps	4ZECH2429J1152220	Trailer, Open Deck

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2017	LOAD TRAIL	T83-16+4T7T-G	TRAILER UTILITY 14K GVW, Tilt Deck	4XETD2024H1141136	Trailer, Open Deck
2018	LOAD TRAIL	T83-16+4T7T-G	TRAILER UTILITY 14K GVW, Tilt Deck	4ZETD202XJ1150459	Trailer, Open Deck
2015	LOADSCAN LTD	LVS-3TMM	VOLUMETRIC SCAN SYSTEM MOBILE		Scale / Measure
2015	LOG MAX	7000XTFH	PROCESSOR HEAD	470024	
2017	LORADO	350FB	CAMPER, 5th WHEEL	4YDF35029HE601354	Camper, Trailered
1990	LUFKIN		TRAILER FLAT BED 45'	1L01B4522L1088677	Trailer, Flat Deck
2002	MAC		LIVE FLOOR TRAILER - SCALE INSTA	5MAMN48272C004606	Trailer, Walking Floor
2022	MAC		TRAILER, END DUMP 28 ft	5MADA2843NC060287	Trailer, Dumping
2022	MAC	TNAR33AA600-2022	TRAILER, END DUMP	5MADA332XNS061387	Trailer, Dumping
	MACK	TANDEM	DOLLY FIFTH WHEEL	CES-1434	Dolly
2024	MACK	MD7 42R	TRUCK, SELF-LOADER	1M2MDBABXRS072855	Truck - Self-Loader
2024	MACK	MD7 42R	TRUCK, SELF-LOADER	1M2MDBAB5RS072858	Truck - Self-Loader
2008	MAGNUM	MLT5200	LIGHT PLANT/20KW GEN	831644	Generator
2015	MAGNUM PRO	MWT 500	WATER WAGON, 500 GAL	1506197	Trailer
	MANN		GRAPPLE HYDR FOR IT38F	LX5479	Grapple
1996	MASABA		CONVEYOR 36 X 80F RADIAL STACK	96574	Conveyor
2014	MCCLOSKEY	36X80 TRACKSTACKER	CONVEYOR 36X80	82788	Conveyor
2014	MCCLOSKEY	36X80 TRACKSTACKER	CONVEYOR 36X80	82789	Conveyor
2014	MCCLOSKEY	48X80 TRACKSTACKER	CONVEYOR 48X80	84006	Conveyor
2018	MCPHERSON	M30F	TRENCH BURNER 30'	0418330	Incinerator
2018	MCPHERSON	M30F	TRENCH BURNER 30'	0618350	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1116160	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1116140	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1116150	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1216180	Incinerator
2001	MELROE	66 inch	GRAPPLE TINE	425501326	Grapple
1998	MELROE	66 inch	GRAPPLE/BUCKET 66"	477002581	Grapple
1998	MELROE	72 inch	GRAPPLE/BUCKET	456100184	Grapple
1998	MELROE	60 inch	GRAPPLE 60"	659902763	Grapple
	MELROE	66 inch	GRAPPLE TINE 66"	1232	Grapple
1997	MELROE	96 inch	BUCKET 96"		Attachment, Bucket
	MELROE		BUCKET BOBCAT		Attachment, Bucket
	MELROE	78 inch	BUCKET 78"		Attachment, Bucket
	MELROE	6576891	BUCKET	G88945	Attachment, Bucket
	MELROE		BUCKET DIRT ON UNIT 473		Attachment, Bucket
	MELROE	54 inch	BUCKET 54 inch		Attachment, Bucket
	MELROE	6564951	BUCKET 36" FOR # 39	G90181	Attachment, Bucket
1995	MELROE	66 inch	BUCKET SNOW 66" FOR #47	6576900	Attachment, Bucket
	MIKASA	MT-65HA	COMPACTOR	N2245	Compactor - Hand
	MIKASA	MT-65HA	COMPACTOR	N2340	Compactor - Hand
1995	MILLER	BOBCAT 225+	WELDER	KF833561	Welder
	MILLER	BOBCAT	WELDER (WAS ON #51)	KJ283449	Welder
	MILLER	BOBCAT 225NT	WELDER	KH401459	Welder
	MILLER	BOBCAT 225 NT	WELDER ONAN ENGINE	KK296545	Welder
	MILLER	BOBCAT 225NT	WELDER ONAN ENG	LA290224	Welder

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2006	MILLER	SUITCASE X-TREME 12V	WELDER SUITCASE	LG480100W	Welder
2006	MILLER	251	WELDER MIG ARC	LG160892B	Welder
2006	MILLER	BOBCAT 225	WELDER GAS ENGINE KOHLER	LG081679	Welder
2010	MILLER	BIG 40	WELDER DIESEL CAT ENGINE	LC475843	Welder
2019	MILLER	XMT-450 CC/CV	WELDER		Welder
2018	MILLER	MILLERMATIC 252	WELDER MIG 230V 1PH	MJ080363N	Welder
2018	MILLER	MILLERMATIC 252	WELDER SPOOLMATIC 30A W/ GUN	MJ3600323T	Welder
2019	MILLER	BOBCAT 250	WELDER, KOHLER GAS ENGINE	MK140982R	Welder
2022	MILLER	BOBCAT 260	WELDER	NA110295R	Welder
2022	MILLER	BOBCAT 260	WELDER	NC251823R	Welder
2023	MILLER	BOBCAT 265	WELDER AND SPOOLGUN 200		Welder
1990	MILLER	LD320	TRAILER, LOG DOLLY	1P9CJ2423LA020040	
1990	MILLER	LD320	TRAILER, LOG DOLLY	1P9CJ2425LA020041	
2022	MILLER	MILLERMATIC 255	WELDER, MIG		
2023	MILLER	BOBCAT 260	WELDER		
	MILLERMATIC	200	WELDER		Welder
	MILLERMATIC	252	WELDER,		Welder
	MI-T-M	60000MHO	GENERATOR PORTABLE	40030011	Generator
	MI-T-M	60000MHO	GENERATOR PORTABLE	40016019	Generator
	MI-T-M	60000MHO	GENERATOR PORTABLE	40016053	Generator
2023	MODERN AG		MOWER ATTACHMENT, TRACTOR	129010	Attachment, Forestry
2006	MONOLITHIC	EMIX001	CONCRETE MIXER BOBCAT	MT060127	Mixer
2019	MORBARK	EEGER BEEVER 1821	CHIPPER	4S8SZ1609KW026084	
2020	MORBARK	EEGER BEEVER 2131	CHIPPER	4S8SZ1904LW052587	
2020	MORBARK	EEGER BEEVER 2131	CHIPPER	4S8SZ1907LW052647	
2021	MORBARK	EEGER BEEVER 1821	CHIPPER	4S8SZ1615LW026237	
2021	MORBARK	EEGER BEEVER 2131	CHIPPER	4S8SZ1901LW052658	
2005	MORBARK	20/36	TRACK CHIPPER WITH LOADER	474-1030	
	MULTIQUIP	QP-40TH	PUMP	40TH-1530	Pump
	MULTIQUIP	QP30ITA	PUMP	30ITA-5846	Pump
	MULTIQUIP	QP3TH	PUMP 3 INCH	19687	Pump
2022	MULTIQUIP	WTE5HP	WATER WAGON, 500 GAL	4GNBM1224NB062844	Trailer
2022	MULTIQUIP	WTE5HP	WATER WAGON, 500 GAL	4GNBM1221NB06848	Trailer
2018	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	47262	Trailer
2018	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	4GNBM1220KB052534	Trailer
2018	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52535	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52719	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52720	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52721	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52722	Trailer
2021	MULTIQUIP	WT5C	TRAILER, WATER 500 GAL	4GNBM1221MB060922	Trailer
2021	MULTIQUIP	WT5C	TRAILER, WATER 500 GAL	4GNBM1229PB060347	Trailer
2021	MULTIQUIP	WT5C	TRAILER, WATER 500 GAL	4GNBM122XMB059767	Trailer
2021	MULTIQUIP	WT5C	TRAILER, WATER 500 GAL	4GNBM1220PB060348	Trailer
2021	MULTIQUIP	WT5C	TRAILER, WATER 500 GAL	4GNBM1224PB060000	Trailer
2012	MULTIQUIP	DCA45SSIU4C	GENSET 45KW	7205717	Generator

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1224PB066945	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1229PB066942	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM122XPB066948	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1228PB066947	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1226PB066946	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1225PB066873	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1227PB066874	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1229PB066875	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1220PB066876	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1222PB066877	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1229PB066424	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1220PB066408	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1227PB066423	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1222PB066409	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1226PB066509	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM122XPB067257	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM122XPB067260	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1221PB067261	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1223PB067259	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1228PB067256	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1226PB065375	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1223PB066404	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1228PB066401	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1228PB066432	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1221PB067258	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1220PB066425	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1227PB067118	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1225PB067117	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1223PB067116	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1221PB067115	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM122XPB067114	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1221PB067275	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1224PB067254	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1228PB067273	
2023	MULTIQUIP	525GAL	TRAILER, FIRE	4GNBM1226PB067255	
2017	MULTISTAR		TRAILER GARDEN 2000#	L0HML2921HCN00150	Trailer, Open Deck
1998	MURRAY		TRAILER, LOW BED	1M9644206WAD56922	
2011	MUSTANG	GF3	GENERATOR SELF CONTAINED 40KW	20110236	Generator
2017	NORTH STAR	459382C	AIR COMPRESSOR STATIONARY 13HP VERTICAL	1115 7089	Compressor
2017	NORTH STAR	5500PPG	GENERATOR	0916 8511	Generator
	NORTHERN		WELDER AIR GAS		Welder
2018	NORTHSTAR		WASHER, HOT WATER PRESSURE on TRAILER	4K1PT4C17JK006958	Washer / Steamer
2023	NORTHSTAR		COMPRESSOR	03235404	Compressor
2017	OKADA	OKB308	HAMMER 2500#		Attachment, Hammer
2023	OMEF	400	TREE SHEAR	2020271	
2022	OMME	2650IRX	TRACKED LIFT, 86 ft	10383GMI	
2022	OMME	2650IRX	TRACKED LIFT, 86 ft	10260GMI	

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2019	OPTIMA	OP-928	SCALE, PORTABLE TRUCK		Scale / Measure
2019	OPTIMA	OP-928	SCALE, PORTABLE TRUCK		Scale / Measure
2019	OPTIMA	OP-928	SCALE, PORTABLE TRUCK		Scale / Measure
2014	ORION	SENTRY	PALLET WRAPPER 20" ROLL		Shrinkwrapper
2007	OTC	GENISYS	SCAN TOOL ENGINE DIAGNOSTIC	MFE51666408	Shop Tool
2009	OTC	GENISYS	SCAN TOOL ENGINE DIAGNOSTIC		Shop Tool
1994	PAC WEST		TRAILER	0330	
2023	PALADIN (JRB)	295387	FORK SET, 60 inch, Deere 544	J000172240-5	Attachment, Forks
1988	PATCO	FABREX	TRAILER LIVE BOTTOM	2A9SWP9A8JT053149	Trailer, Walking Floor
1991	PEERLESS		TRAILER, CHIP VAN	1PLE04524MTF06400	
1971	PEERLESS	S2P2C2	TRAILER, CHIP VAN SPREAD AXEL	713726	
1985	PEERLESS		TRAILER, CHIP VAN	1PLE040ZKETH67590	
1990	PEERLESS		TRAILER, CHIP VAN	1PLE04221LTC00760	
1994	PEERLESS		TRAILER, CHIP VAN	1PLE04023RPL15204	
2008	PEMBERTON	CBG	GRAPPLE ON UNIT 421	137 4 1008	Attachment, Grapple
	PEMBERTON		GRAPPLE FOR IT28G	147430100	Attachment, Grapple
1998	PEMBERTON	JD690E	GRAPPLE FJD690 OR HITACHI200	625 3 1098	Attachment, Grapple
1999	PEMBERTON	CAT320 3 MDG200	CONCRETE DENSIFIER	083 3 0499	Attachment, Pulverizer
1997	PEMBERTON	IT-38	GRAPPLE RAKE IT 38	LR/P-1424-4-1098	Grapple
	PEMBERTON		GRAPPLE FOR IT28G	1423-3-1098	Grapple
1997	PEMBERTON	EGR300	GRAPPLE	50630297	Attachment, Grapple
2022	PEMBERTON	EGR500	GRAPPLE DEMO, Pin on Cat 336	2281-2/3-1022	Attachment, Grapple
2022	PEMBERTON	EGR500	GRAPPLE DEMO, Pin on Cat 336	2282-2/3-1022	Attachment, Grapple
2017	PEMBERTON	EGR500	GRAPPLE DEMO	7231013	Attachment, Grapple
	PEMBERTON	CAT IT38 3 LFP	RAKE	1427-3-0697	Rake
2005	PENGO	MDT-20K C1-3-A	BORING HEAD SYSTEM FOR EXCAVATOR		Auger
2023	PETERBILT	389	TRACTOR, SEMI, LOWBOY	1XPXD40X2PD891692	Tractor - Semi
2019	PETERBILT	389	TRACTOR SEMI, LOWBOY	1XPXP4EX8KD611105	Tractor - Semi
2020	PETERBILT	389	TRACTOR SEMI, LOWBOY	1XPXP4EX2LD648362	Tractor - Semi
2021	PETERBILT	567SB	TRUCK, SELF-LOADER	1NPCL40X0MD766326	Truck - Self-Loader
2023	PETERBILT	389	TRUCK, SELF-LOADER	1NPXX4EX9PD892669	Truck - Self-Loader
2024	PETERBILT	567	TRUCK, SELF-LOADER	1NPCL40X1RD663374	Truck - Self-Loader
2017	PETERBILT	579	TRUCK, ROLLOFF	1XPBDP9X9HD410384	Truck, Straight
2006	PETERBILT	335	TRUCK ROLL OFF	2NPLLZ0X26M887918	Truck, Straight
1995	PETERBILT	WT-1 377	WATER TRUCK	D391726GL	
2022	PETERSON PACIFIC	4310B	CHIPPER, DRUM TRACKED	46B-125-2748	Chipper
2011	PETERSON PACIFIC	4310	CHIPPER, TRACK	46-12-1758	
2019	PETERSON PACIFIC	PTS 3310	CHIPPER, DRUM, TRACK	62B062420	
1988	PINES		TRAILER, WALKING FLOOR	1PNF482F1JKB28097	
1994	PITTS		TRAILER, HAY RACK (HAPS)	LT40T3RP328586	
1995	PITTS	LT40-4	TRAILER, HAY RACK SELF LOADER	1PELT4028TP960215	
1996	PITTS	LT42-4	TRAILER, 2 AXEL LOG TRAILER	1PELT4023YP000775	
1996	PITTS	LT-42	TRAILER, HAY RACK	1PELT4220TP960903	
2019	PITTS	LT40-8L AR	TRAILER, HAY RACK	5JYLT4027KPP12613	
2019	PITTS	LT40-8L AR	TRAILER, HAY RACK	5JYLT4020KPP15899	
2021	PITTS	LT40-UL 40'	TRAILER, LOG	5JYLT4020MPP21754	
2021	PITTS	LT40-UL 40'	TRAILER, LOG	5JYLT4029MPP21753	

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2020	PJ	TD282	TRAILER	4P5TD2825L13385178517	
2021	PJ TRAILER	UK122	TRAILER, SIGNAGE	3CVUK1223M2622957	Trailer
2016	POLARIS	RANGER	UTILITY VEHICLE 4X4 4 PERSON	4XARVAD17H7743797	Utility Vehicle
2017	POLYPORTABLES		PORTABLE TOILETS	MM135602	
2017	POLYPORTABLES		PORTABLE TOILETS	MM139536	
2023	PONSEE	H10	PROCESSOR HEAD	850034	
2017	PORTABLE STACKERS LL	36X80	CONVEYOR 36X80		Conveyor
2009	POWERLAND	PD10000E	GENERATOR PORTABLE		Generator
2009	POWERLAND	PD10000E	GENERATOR PORTABLE		Generator
2009	POWERLAND	PD100	PUMP 4 INCH		Pump
	PRENTICE		GRAPPLE	8701	Grapple
2013	PRINCETON	PB50	FORK LIFT 5K CAP PIGGYBACK	P147673412	Forktruck
2003	PRINCETON	PB50	FORK LIFT 5K CAP PIGGYBACK	85152003	Forktruck
2000	PRINCETON	D50	FORK LIFT 5K CAP PIGGYBACK	712246	Forktruck
2017	PRINCETON	PB55	FORK LIFT PIGGYBACK	0470398C	Forktruck
2007	PRO-TECH	SP16-L	SNOW PUSHER 16 FT	26948	Attachment, Pusher
2006	PRO-TECH	SP16-L	SNOW PUSHER 16 FT	22797	Attachment, Pusher
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	1638	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	11835	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12036	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12038	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12044	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12054	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12117	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12128	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12130	Mats & Shoring
2017	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12401	Mats & Shoring
2011	QUINCY	QT15	COMPRESSOR UPRIGHT 80 GAL 240V	QU1101290061	Compressor
2013	QUINCY	ATV-7.5-80AM	COMPRESSOR UPRIGHT 80 GAL 240V	UTZ650847	Compressor
2020	R & M	SX40410050P35FBD0S	CRANE HOIST, 5 TON		Lift
2021	RAM	5500	TRUCK, FLAT BED 4WD	3C7WRNFL6MG562133	Truck, Straight
2019	RAM	1500	TRUCK, PICKUP 4X4, FORESTRY SUPERVISOR	3C6RR7KT1KG719244	Truck, Pickup (Light) <10K
2019	RAM	1500	TRUCK, PICKUP 4X4, FORESTRY SUPERVISOR	3C6RR7KTXKG719243	Truck, Pickup (Light) <10K
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, KNACK BOXES	3C6UR5HJ3NG109208	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, KNACK BOXES	3C6UR5HJ2NG117803	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, KNACK BOXES	3C6UR5CJXNG111156	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, KNACK BOXES, 36gal Slip Tank	3C6UR5CJ4NG111167	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, KNACK BOXES	3C6UR5HJ6NG118193	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, SAW RACKS, 36gal Slip Tank	3C6UR5CJ1NG111157	Truck, Pickup - Forestry/Utili

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2020	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, SAW RACKS, 100gal Slip Tank	3C6UR5HLXLG100830	Truck, Pickup - Forestry/Utili
2020	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, SAW RACKS	3C6UR5HL3LG100832	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, SAW RACKS, 36Gal Slip Tank	3C6UR5CJ5NG111162	Truck, Pickup - Forestry/Utili
2022	RAM	2500	TRUCK, PICKUP 4X4 CLIMBER GEAR, SAW RACKS, 36gal Slip Tank	3C6UR5CJ5NG111159	Truck, Pickup - Forestry/Utili
2020	RAM	5500	TRUCK, CHIP DUMP BED CREW CAB	3C7WRNFL9LG168804	Truck, Straight
2020	RAM	5500	TRUCK, CHIP DUMP BED CREW CAB	3C7WRNFL0LG209210	Truck, Straight
2020	RAM	3500	PICKUP TRUCK	3C63R3CL8LG115575	
2021	RAM	3500	TRUCK, PICKUP	3C63R3GL6MG666096	
2021	RAM	3500	TRUCK, PICKUP	3C63R3GL0MG666093	
2021	RAM	2500	TRUCK, PICKUP	3C6UR5HL0NG202883	
2021	RAM	2500 TRADESMAN	TRUCK, PICKUP	3C6UR5HL2NG202870	
1988	RAYCO	5486	STUMP GRINDER	5486	
2006	RAYFO		FLATBED HOOKLIFT	86147	Container, Shipping/Transport
	RAYFO		HOOK 18 FT AMP	86138	Container
2023	RENS	P-4000	METAL DETECTOR		
1991	Retech		CONVEYOR STACKING YELLOW		Conveyor
1996	RETECH	723A	SCREENER PORTABLE TROMMEL	1R9TR47205M216083	Screen
1998	RETECH / ENVIROQUIP	SC3630	CONVEYOR END STACKER	SC95078-3630	Conveyor
1996	RETECH / ENVIROQUIP	SC3050	CONVEYOR SIDE STACKER	SC93021-3050	Conveyor
2014	RETIF	DWT1000-044	TANK FUEL 1000 GAL		Tank
2016	RICE LAKE	EZ7011-ST-100-ATV	SCALE TRUCK 100T 11X70	6PY4	Scale / Measure
2012	RICE LAKE	EZ7011-ST-100-ATV	SCALE TRUCK 100T 11X70	4RSM	Scale / Measure
2015	ROBINAIR	34988	RECLAMATION PUMP	607880	Shop Tool
2023	ROBINAIR	34988NI	REFRIGERANT RECLAIM MACHINE		
2008	ROCKLAND	RL 644K	BUCKET 5YD ROLL OUT ON UNIT 455	R 56480	Attachment, Bucket
2008	ROCKLAND		BUCKET 4YD ROLL OUT ON UNIT 454		Attachment, Bucket
	ROCKLAND	BR	RAKE ROOT DOZER	DV449A	Rake
	ROCKLAND	EKK	BUCKET, CRYPTO CLAW 54 INCH	167778	Attachment, Bucket
	ROCKLAND	EKK	BUCKET, CRYPTO CLAW 54 INCH	167750	Attachment, Bucket
2014	ROME	TACW-16	10.5' FARM DISC 32 IN BLADES	8TACW-508	Disc
2014	ROME	TACW-16	10.5' FARM DISC 32 IN BLADES	8TACW-525	Disc
1997	ROME	KG	BLADE CLEARING W/C-FRAME		Attachment, Blade
2005	ROSCO	RB-48	BROOM SWEEPER	45156	Sweeper
2018	ROTOBEC	RPA2030R43-A-CP1-HU1	GRAPPLE	152993-1-1	
2019	ROTOBEC	RPA2030R43-A-CP1-HU1	GRAPPLE	156166-1-1	
2016	ROTOBEC	4048HD-B-BF3-GK2-A	LOG GRAPPLE	100046-1-1	
2016	ROTOBEC	94-4-1	GRAPPLE	94-4-1	
2021	ROTOBEC	RPA2030R32-RGO502	GRAPPLE	17687511	
	SANBORN	G500BPL60V	AIR COMPRESSOR	K2835305	Compressor
2020	SCOOPDOGG	14	SNOW PUSHER 14 FT	16852	Attachment, Pusher
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4733DS819069	Trailer, Dumping

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS473XDS819070	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3927FS819058	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3929FS819059	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3927FS819061	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3920FS819063	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3924FS819065	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3922FS819114	Trailer, Dumping
2020	SENNEBOGEN	718ME	TREE CARE HANDLER, RUBBER TIRE	718.0.2052	Forestry Equipment
2020	SENNEBOGEN	718ME	TREE CARE HANDLER, RUBBER TIRE	718.0.2081	Forestry Equipment
2021	SENNEBOGEN	718 R HD	TREE CARE HANDLER, TRACKED	718.5.2124	Forestry Equipment
2022	SENNEBOGEN	TFZ90-360	ATTACHMENT, QUICK CONNECT		
2020	SENNEBOGEN	728ME	TREE HANDLER WHEEL	728.0.1007	
2021	SENNEBOGEN	738ME	TREE HANDLER WHEEL	738.0.1005	
2021	SENNEBOGEN	718 R HD	TREE HANDLER TRACK	718.5.2179	
2021	SENNEBOGEN	728ME	TREE HANDLER WHEEL	728.0.1012	
2021	SENNEBOGEN	728ME	TREE HANDLER WHEEL	728.0.1020	
2021	SENNEBOGEN	728ME	TREE HANDLER WHEEL	728.0.1021	
2022	SENNEBOGEN	728R HD	TREE HANDLER, TRACKED	728.5.1063	
	SEPPI	M-225/3	TREE/BRUSH MOWER	900113	Mower
	SIMPLEX	25T	HYDROPRESS H-FRAME		Mats & Shoring
2013	SKYTRAK	10054	FORKLIFT, TELEHANDLER	0160055013	
2020	SNAP-ON	MM350XL	WELDER, 350A		Welder
2020	SNOWDOGG	VXFII	PLOW, SNOW 8' 6" V STAINLESS & LIFT FRAME	M072403361 / 001853	Plow, Snow
2019	SNOWEX	SP-1675	SPREADER, SALT and MOUNT	TBD	Sander
2019	SPARTAN	SP	TRAILER, CARGO 6 x 12	50XBE1222KA014514	Trailer, Light
1989	SPCNS		TRAILER, FIRE	CA811426	
1992	SPCNS		TRAILER, 500 GAL FIRE	CA878744	
2005	SPX ROBINAIR	34800-2K	RECLAMATION PUMP		Shop Tool
2018	ST SALES	23ft	TRAILER, 23ft Debris	STMFTTRAILER00017	Trailer, Tag
2021	ST SALES	23ft	TRAILER, 23ft Debris	1STMFTTRAILER00079	Trailer, Tag
2023	ST SALES	27ft	TRAILER, 27ft Debris	1STMFTTRAILER00110	Trailer, Tag
2023	ST SALES	23ft	TRAILER, 23ft Debris	1STMFTTRAILER00119	Trailer, Tag
2023	ST SALES	23ft	TRAILER, 23ft Debris	1STMFTTRAILER00120	Trailer, Tag
2023	STD	BIG SLICK	LUBE SKID	1021	Lube Skid
2022	STEEL UNLIMITED	333G	FORK SET, 60 Inch	PM165828	
2021	STELLAR	7630	CRANE, TRUCK MOUNTED WINCH TI 2	386438	Crane
2000	STERLING	LT 9500 ISM	TRUCK, FLATBED	2FZXKMCB9YAB61353	Truck, Straight
1999	STERLING	LT 9500	TRUCK, ROLLOFF	2FZXKMDBXAA33409	Truck - Heavy
2003	STERLING	LT 9500	TRUCK, STRAIGHT 24' TILT BED	2FZHAZAS83AL89387	Truck, Straight
2005	STERLING	LT8500	TRUCK, WATER 2200 Gallon	2FWBAVDC35AN34757	Truck - Heavy
	STEWART		GRAPPLE LOG		Attachment, Grapple
2021	STIHL	MS500IR	CHAINSAW	190523618	Forestry Equipment
2021	STIHL	MS500IR	CHAINSAW	190523614	Forestry Equipment
2021	STIHL	MS500IR	CHAINSAW		Forestry Equipment
2021	STIHL	MS500IR	CHAINSAW	190523618	Forestry Equipment
2021	STIHL	MS500IR	CHAINSAW	190523618	Forestry Equipment
2022	STIHL	MS311 FARM BOSS	CHAINSAW, 20 inch BAR	191336209	Forestry Equipment

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Year	Make	Model	Description	VIN/Serial #	Category Desc
2015	STIHL	MS661C	CHAINSAW 36" BAR	179296005	Forestry Equipment
2015	STIHL	MS362C	CHAINSAW 20" BAR	502183436	Forestry Equipment
	STIHL	462	CHAINSAW	88535725	
	STIHL	462	CHAINSAW	186934510	
2022	STIHL	MS462C	CHAINSAW	190 062 244	
2022	STIHL	MS462C	CHAINSAW	190 062 247	
2022	STIHL	MS661C	CHAINSAW	191 363 219	
1996	STOUGHTON	TRL SE	TRAILER, SEMI CARGO	1DW1A532XTS005608	Trailer, Semi Cargo
1999	SUBURBAN		WRECKING BALL		Wrecking Ball
2012	SUNFLOWER	1234-18	18' FARM DISC 22 IN BLADES @ 8"	S12340CZ100094	Disc
1993	SWEEPSTER	L4800AF	BROOM SNOW W/HYD MOTOR	945761	Broom
1996	SWEEPSTER	LH 72	BROOM		Attachment, Broom
2000	SWIFT	RM6030	CONVEYOR	042495ZVU512	Conveyor
1977	SWINGER	200/DIESEL	LOADER SWINGER	2001465	Loader - Skid
1994	SWINGER	240	LOADER SWINGER	NW-378	Loader - Skid
1998	SWINGER	SW2000	LOADER SWINGER	NW117398	Loader - Skid
1998	SWINGER	SW2000	LOADER SWINGER	NW128298	Loader - Skid
2017	TAG	CFRTD	GRAPPLE RAKE	218618-10	Attachment, Grapple
2019	TAKEUCHI	TB2150CR	EXCAVATOR	514600527	
2009	TANKO	4200	WATER TANK 4000 GAL (COLOR MACH)		Tank
2001	TARGET	20 X 83	TRAILER UTILITY 7000 GVW	1T9BC20241S669143	Trailer
2008	TARGET	TC16610-90E	TRAILER 7 X 16 12KGVW	17YBP16209B039959	Trailer, Carhauler
2015	TAYLOR	TX16004	FORKLIFT	S-JB-40345	
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12345	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12354	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12750	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12759	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-14389	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-14392	Light Plant
2017	TEUPEN	TC92SJ	SPIDER LIFT	10001416	
2022	TEXA TRUCK	OHW	SCAN SYSTEM, LAPTOP and CABLES		Shop Tool
2019	THUNDER CREEK	EV990	TRAILER FUEL TANDEM 12K	56ZL1UF20JP000692	Trailer
2019	THUNDER CREEK	EV990	TRAILER FUEL TANDEM 12K	56ZL1UF21JP000667	Trailer
2019	THUNDER CREEK	MTT920	TRAILER, FUEL MULTI-TANK, ROAD LEGAL	56ZL1UJ20KP000992	Trailer
2021	THUNDER CREEK	MTT690	TRAILER, FUEL MULTI-TANK, ROAD LEGAL, 690	56ZL1UF20MP000129	Trailer
2022	THUNDERCREEK	MTT920	TRAILER, FUEL, 920 DIESEL, 100 DEF	56ZL1UJ2XNP002026	Trailer
2020	TIGER GRIP	TG 22 UG/9	GRAPPLE ATTACHMENT	81	
2017	TIMBER PRO	745C	HARVESTER	TL745C-0501-032417	
1974	TIMBERJACK	225D	SKIDDER LOG	225GS787143	Skidder
	TINK	7.5 CY	BUCKET TINK IT38F 7.5CY	LX552 06354E	Attachment, Bucket
2022	TINK	RE3043	BUCKET, ROLLOUT	R1183922	Attachment, Bucket
	TINK	R3058	BUCKET 5.75 CUYD ROLLOUT		Attachment, Bucket
1981	TINK	R3058	BUCKET 5.75 YD ROLLOUT JRB 416 COUPLER	R938314	Attachment, Bucket
2019	TINK		BUCKET 12.5 YD ROLLOUT JRB 420 COUPLER	R1040317	Attachment, Bucket
2004	TITAN	48	LIVE FLOOR TRAILER - SCALE INSTA	2K9WF1L274H035008	Trailer, Walking Floor
2004	TITAN	48	LIVE FLOOR TRAILER	2K9WF1L204H035237	Trailer, Walking Floor
2022	TOPCAT	SSRB	SHEAR, TREE SKID ATTACHMENT	ECSSRB22122201A	Attachment, Forestry

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2020	TOPCON		GPS BASE STATION, UHF 440-470	1448-15693	GPS System
2009	TORO	400XT	MOWER RIDING	250000158	Mower
2014	TORO	38700	SWEEPER WALK BEHIND	314000590	Sweeper
2011	TOWMASTER	T10DD	TRAILER UTILITY 10K GVW	4KNUC1424BL160417	Trailer, Open Deck
2011	TOYOTA	52-6FGU35	FORK LIFT 6000# CAPACITY	60948	Forktruck
2021	TOYOTA	Rav-4	SUV	2T3G1RFV5MC141944	
2019	TOYOTA	Tacoma 4D, 4 WD	TRUCK, PICKUP	3TMCZ5AN9KM261847	
1997	TRAIL KING	TK70HT-482	TRAILER, 35 TON FLAT BED	1TKA04822VM086373	
2018	TRAIL KING	TKT40L	TRAILER, TILT BED	1TKC03324JR105643	
2000	TRAIL MAX	TL40-1	TRAILER, TILT BED	1G9KS322XYA065274	
2000	TRAILMOBILE		LIVE FLOOR TRAILER SOFTSIDE	1PT01ABH7Y9016158	Trailer, Walking Floor
2005	TRANSCRAFT		TRAILER STEP DECK 53' 120" SPREAD AXLE	1TTE5320X51077339	Trailer, Flat Deck
1981	TRANSCRAFT	TL-42	TRAILER, 42' FLAT BED	1TTF42200B1C27941	
	TROY-BUILT	1924	GENERATOR PORTABLE	1012349416	Generator
2023	TRU TRAILER	EN182	TRAILER, ENCLOSED 14K Hydraulic Service Support	1T9EN182XP1042919	Trailer
2022	TRU TRAILER	EN182	TRAILER, ENCLOSED 14K Sennebogen Support	1T9EN1820P1042735	Trailer
2022	TRU TRAILER	EN182	TRAILER, ENCLOSED 14K Chipper/Grinder Support	1T9EN1822P1042736	Trailer
2001	TXBRG		TRAILER, FIRE	17XFJ102X11014175	
2019	TYLERBUILT	SP-96	PLOW BLADE, SKID LOADER		Plow, Snow
2019	TYLERBUILT	SP-120	PLOW BLADE, SKID LOADER 10 FT, w/adapter for V723		Plow, Snow
2019	TYLERBUILT	RBG-72	GRAPPLE, SKID LOADER		Grapple
2019	TYLERBUILT	IC-66	GRAPPLE RAKE, SKID LOADER		Grapple
2023	TYLERBUILT	SB-84	BUCKET, SNOW SKID		Attachment, Bucket
2023	TYLERBUILT	SB-84	BUCKET, SNOW SKID		Attachment, Bucket
2023	TYLERBUILT	SB-84	BUCKET, SNOW SKID		Attachment, Bucket
2005	U S GENERAL		COMPRESSOR		Compressor
	UNI-HYDRO INC	42-14	IRON WORKER 42 TON	3P3947X	Mats & Shoring
2008	UNITED	U718TA35	TRAILER CARGO 18 X 7	48BTE18268A097341	Trailer, Light
2022	US PRIDE PRODUCTS	HF 300	STUMP SCREW	1003E0322	Attachment, Forestry
2019	US PRIDE PRODUCTS	HF 300	STUMP SCREW	X357626	Attachment, Forestry
2018	US PRIDE PRODUCTS	HF 300	STUMP SCREW	6061118	Attachment, Forestry
2018	US PRIDE PRODUCTS	HF 300	STUMP SCREW	806E0321	Attachment, Forestry
2019	US PRIDE PRODUCTS	HF 300	STUMP SCREW	1126E0623	Attachment, Forestry
2013	UTILITY	48X102	TRAILER, FLATDECK W/ FORKLIFT RECEIVER	1UYFS2530DA491903	Trailer, Flat Deck
2000	UTILITY	FS2CHA	TRAILER, FLAT BED	1UYFS2484YA230602	
1997	UTILITY	VS2DS	TRAILER, VAN	7L70169006	
2015	VALBY	N/A	GRAPPLE ATTACHMENT	N/A	
2007	VALLEY ENGINEERI	V-320	LUBE SKID		Lube Skid
2012	VECOPLAN		UNLOADER WALKING FLOOR		Conveyor
2016	VERMEER	TR620	SCREENER PORTABLE TROMMEL	56S5402M3GF001008	Screen
2018	VERMEER	TR620	SCREENER PORTABLE TROMMEL	56S5402M7JF001021	Screen
2019	VERMEER	TG7000	GRINDER, TUB	1VRY46365K1001071	Grinder, Tub
2015	VERMEER	HG6000	GRINDER HORIZ. TRAILER	1VRY39310F1001087	Grinder, Horizontal
2018	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK48047J1000104	Grinder, Horizontal
2018	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK4804XJ1000114	Grinder, Horizontal
2018	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK48048J1000130	Grinder, Horizontal
2018	VERMEER	TG7000	GRINDER 11' TUB ON TRI-AXLE	1VRY46367K1001072	Grinder, Tub

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2019	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER 1412A	1VRK4804XK1000132	Grinder, Horizontal
2020	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK48047L1000168	Grinder, Horizontal
2024	VERMEER	HG6800TX	GRINDER, TRACK HORIZONTAL	1VRK4904VR1001100	Grinder, Horizontal
2022	VERMEER	HG6000	GRINDER HORIZ, TRAILER	1VRY39313N1003012	Grinder, Horizontal
	VIRING	96 inch	BUCKET SNOW 96"		Attachment, Bucket
2021	VIRNIG	SBV72	PLOW, 72" V SKID ATTACHMENT	202428	Plow, Snow
2020	VIRNIG	ISP84	GRAPPLE BUCKET	161958	Attachment, Grapple
2020	VIRNIG	ISP84	GRAPPLE BUCKET	163099	Attachment, Grapple
2017	VIRNIG		BUCKET SNOW 84"	126723	Attachment, Bucket
2017	VIRNIG		BUCKET SNOW 84"	126724	Attachment, Bucket
2017	VIRNIG	ISG78	GRAPPLE	127150	Attachment, Grapple
2017	VIRNIG	STG90	GRAPPLE 90" HD SKELETON SKIDLOADER PLATE	97943	Attachment, Grapple
2017	VIRNIG	SGV72	GRAPPLE	127334	Attachment, Grapple
2017	VIRNIG	SGV72	GRAPPLE	127427	Attachment, Grapple
2017	VIRNIG	SGV72	GRAPPLE	126866	Attachment, Grapple
2017	VIRNIG	SBG72	GRAPPLE	120713	Attachment, Grapple
2017	VIRNIG	ISG72	GRAPPLE	126865	Attachment, Grapple
2017	VIRNIG	ISG72	GRAPPLE	127231	Attachment, Grapple
2017	VIRNIG	STG84	GRAPPLE	127336	Attachment, Grapple
2017	VIRNIG	ISG78	GRAPPLE	127150	Attachment, Grapple
2017	VIRNIG	ISG72	GRAPPLE	118110	Attachment, Grapple
2018	VIRNIG	ISG72	GRAPPLE	128615	Attachment, Grapple
2017	VIRNIG	ISG72	GRAPPLE	126610	Attachment, Grapple
2018	VMC	SD74	GRAIN DRILL w/ CULTIPACKER	SD7402190010	Seeder
	VOLVO	3 YD	BUCKET 3YD VOLVO LDR		Attachment, Bucket
2001	VOLVO	6.5YD	BUCKET HIGH TIP ROLL OUT 6	001-94-693	Attachment, Bucket
2011	VOLVO	EC210C	EXCAVATOR MARSH	VCEC210CV00111421	Excavator
2023	VORP		TRAILER, SECURITY	1V91X0711NR238201	
2023	VORP		TRAILER, SECURITY	1V91X0718NR238230	
2023	VORP		TRAILER, SECURITY	1V91X071XNR238231	
2005	WACKER	BPU 3545A	COMPACTOR	1584392	Compactor - Hand
2005	WACKER	BPU 3545A	COMPACTOR	1584393	Compactor - Hand
	WACKER	PT2A	PUMP 2" TRASH GAS W/ SUC & DISC HOSES	20163390	Pump
	WACKER	PT3A	PUMP 3" TRASH GAS W/ SUC & DIS HOSE	24283376	Pump
2007	WACKER	PT4S	PUMP 4" TRASH GAS	5761712	Pump
2007	WACKER	PT4S	PUMP 4" TRASH GAS	5831126	Pump
2007	WACKER	PT4S	PUMP 4" TRASH GAS	5701846	Pump
2015	WACKER	PT3H	PUMP 3" TRASH DIESEL	20280893	Pump
	WACKER	PDT3A	PUMP 3" DIAPHRAM DIESEL	20155746	Pump
2016	WACKER	PT3A	PUMP 3" DEWATERING	24317906	Pump
2016	WACKER	PT3A	PUMP 3" DEWATERING	24309491	Pump
1997	WAG WAY	54 inch	BUCKET DIGGING 54"		Attachment, Bucket
2016	WALTON	5th Wheel	TRAILER, 5TH WHEEL	1W9GF2821GL555713	
2012	WARATAH	HTH623C	PROCESSOR HEAD	1WAG23CXEC0000189	
1985	WESCO		TRAILER, CHIP VAN	1WRSE5289FW852570	
2022	WESTERN GLOBAL	FCP500	FUEL TANK, 500 GALLON	22006602	Tank
2022	WESTERN GLOBAL	FCP500	FUEL TANK, 500 GALLON	21007802	Tank

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
2022	WESTERN GLOBAL	FCP500	FUEL TANK, 500 GALLON	22002826	Tank
2022	WESTERN GLOBAL	FCP500	FUEL TANK, 500 GALLON	21004965	Tank
2015	WESTERN STAR	4900	TRACTOR, SEMI DAY CAB	5KJJALBGXFPGN3650	Tractor - Semi
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDV4JPJP0075	Truck - Self-Loader
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDV6JPJP0076	Truck - Self-Loader
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDV8JPJP0077	Truck - Self-Loader
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDVXJPJP0078	Truck - Self-Loader
2019	WESTTECH WOODCRACKER	C350	TREE SHEAR	8119642	
2021	WOODCRACKER	C550	SHEAR GRAPPLE ATTACHMENT (CAT 325)		Shear
2017	WYLIE & SONS INC		TRAILER, FIRE	5VUTW1326HP000634	
2022	XL SPECIALIZED	120	TRAILER, LOWBOY	4U3J0444XPL021543	
2016	XTREME DUTY	1RG84	GRAPPLE ATTACHMENT	N/A	
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIER, WATER		Traffic management
2023	YODOCK	2001MB	BARRIERS, WATER **DEPRECIATION GROUP OF 24** 01920-01943		Traffic management
2014			TRAILER 7 X 12	1C9US1224EM364030	Trailer, Light
2011			CONVEYOR 36" X 80' RADIAL STACK		Conveyor
2011			CONVEYOR 36" X 100' RADIAL STACK		Conveyor
			CONVEYOR 40 FT		Conveyor
			DOLLY FIFTH WHEEL		Dolly
			DOLLY GRINDER	CER-5668	Dolly
2005			BUCKET 1YD WITH CUTTING EDGE		Attachment, Bucket
2013			BUCKET 2YD WITH CUTTING EDGE		Attachment, Bucket
2013			BUCKET 2YD WITH CUTTING EDGE		Attachment, Bucket

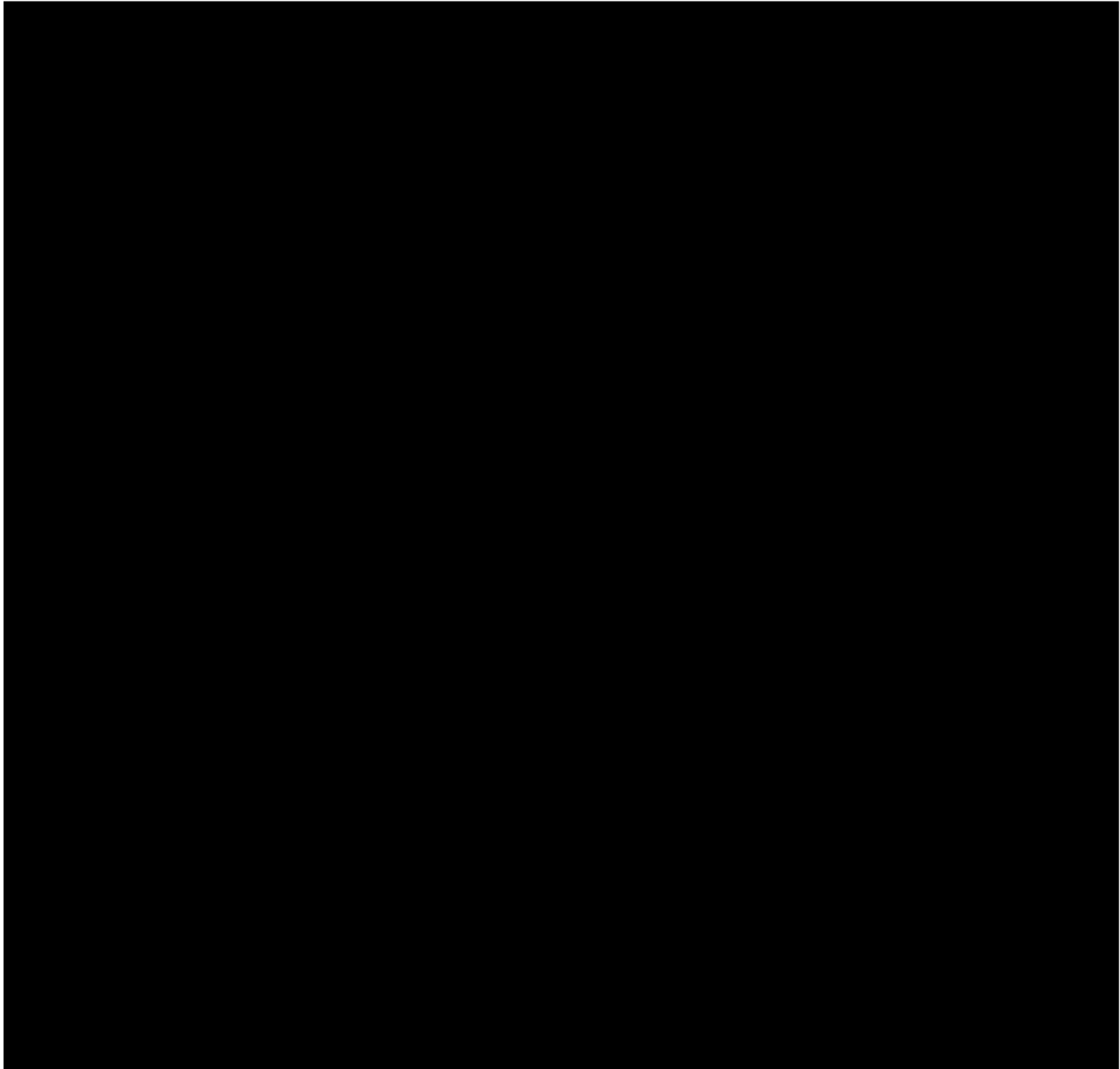
Detailed Equipment List

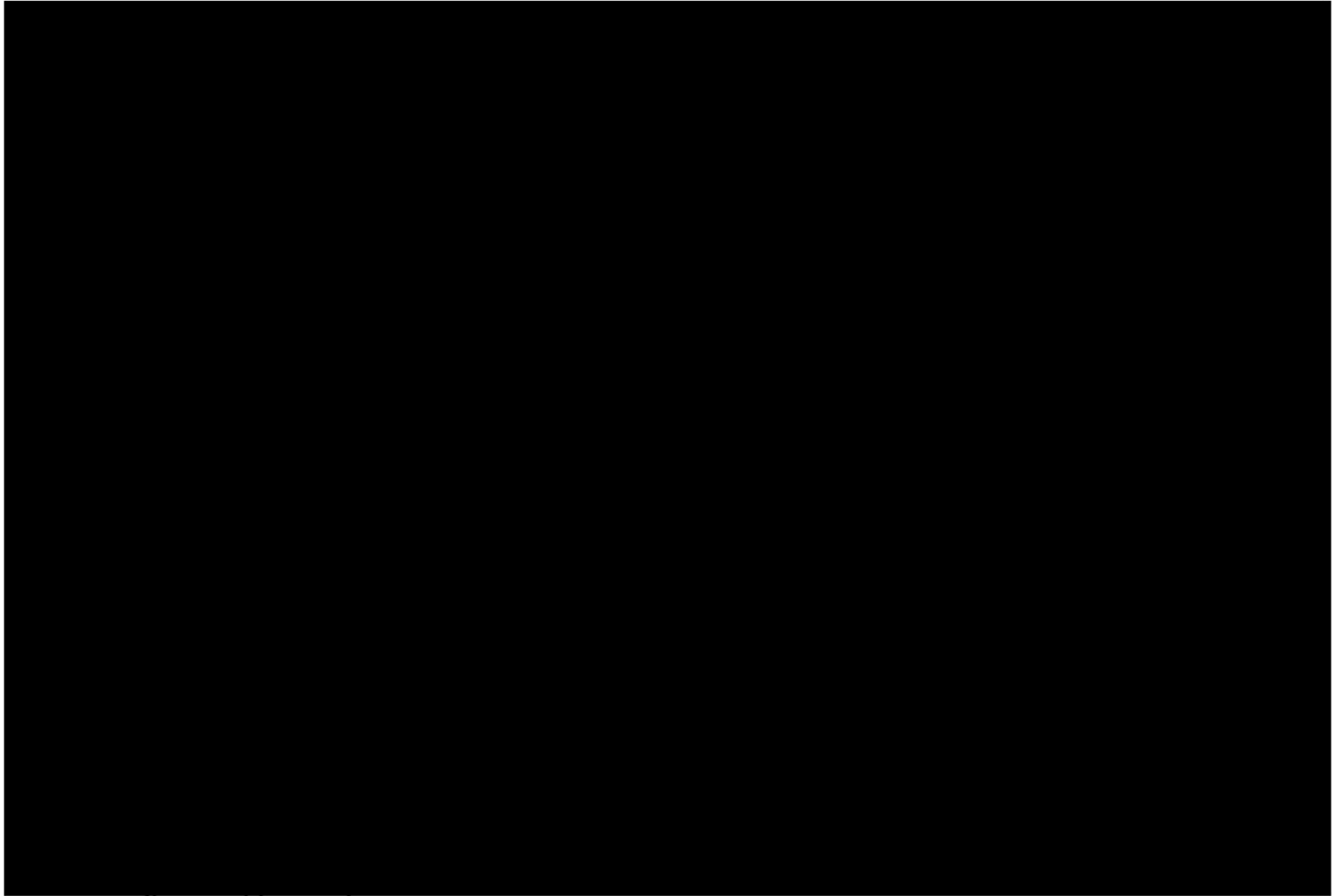
Year	Make	Model	Description	VIN/Serial #	Category Desc
			DIESEL TANK W/12V PUMP	CES 125	Tank
2014			FUEL TANK 500 GAL		Tank
			WATER TANK WITH PUMP 1000 GL		Tank
2013			FORK SET 6 FT		Attachment, Forks
2013			FORK SET 6 FT		Attachment, Forks
2006			BUCKET HIGH TIP ROLL OUT		Attachment, Bucket
1995			BUCKET DITCHING 66"		Attachment, Bucket
			BUCKET IT38F	3TL05901	Attachment, Bucket
			BUCKET 96"		Attachment, Bucket
			BUCKET 73" SNOW		Attachment, Bucket
			BUCKET DIRT FOR VOLVO 120C	92777	Attachment, Bucket
1993			GRAPPLE HYDR FOR SWINGER		Grapple
			BUCKET SWINGER 1.25CY		Attachment, Bucket
			BUCKET IT28G	9Z8955-06	Attachment, Bucket
			BUCKET PC300	904834	Attachment, Bucket
1995			QUICK ATTACH		Quick Attach
			BUCKET FOR 936/IT38 LOADER	7781	Attachment, Bucket
1995			BUCKET HOE 12"		Attachment, Bucket
			BUCKET TROJAN LOADER		Attachment, Bucket
			BUCKET 64" FOR UNIT # 21		Attachment, Bucket
2019			COMPRESSOR, 15HP		Compressor
			GENERATOR-CONVERTER	11968833	Generator
			AIR COMPRESSOR	58777	Compressor
			AIR COMPRESSOR		Compressor
			AIR COMPRESSOR		Compressor
2008			2" Tap Machine (Boring)		Shop Tool
			PUMP 4 INCH TRASH W/11HP HONDA	GC05-2730500	Pump
2015			HYDRAFAB DRILL RIG		Attachment, Drill Rig
2007			Generator 12-14.9KW	3740233	Generator
			GRAPPLE RAKE		Attachment, Grapple
			BUCKET, MULCH LOADOUT, CAT 336F	00918	Attachment, Bucket
			RAKE, ROOT		Rake
2016			GROUP OF SIGNS BARRICADES ATTACHED		Traffic management
2018			SILT FENCE HOPPER FOR SKID LOADER		Hopper
			DOLLY GRINDER	SHOP BUILT UNIT	Dolly
2018			DOLLY GRINDER	1733	Dolly
			DOLLY GRINDER	1734	Dolly
			DOLLY GRINDER	1735	Dolly
			DOLLY GRINDER	1736	Dolly
2015			COOLING SYSTEM		Environmental Control
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management

Detailed Equipment List

Year	Make	Model	Description	VIN/Serial #	Category Desc
			BARRIER, WATER		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, CONCRETE		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
			BARRIER, WATER		Traffic management
2015		LBX265	HD BUCKET	RH73210	
			ATTACHMENT, GRAPPLE FORK	1091813	
2023			LUBE SKID	1016	
			CONTAINER, ROLL-OFF, 30 yd		
			CONTAINER, ROLL-OFF, 30 yd		
			STORAGE CONTAINER, 20ft	HOUU 203410-5	
2022		M22G1-BC	STORAGE CONTAINER, 20ft	DTXU 203693-6	
2004		CTLLM	SAWMILL SYSTEM		
2023			HYDRAULIC HOSE MACHINE		
1990			TRAILER, FIRE	8338	
1986			TRAILER, HORSE	1992	
			STORAGE CONTAINER, 8X20 FT		
			STORAGE CONTAINER, 8X20 FT		

BANK AND OTHER FINANCIAL REFERENCES





A handwritten signature in black ink, appearing to read 'Art Bayley'.

Art Bayley
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates LLC 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Jeffrey Whitworth PHONE (A/C, No, Ext): 801-532-5976 E-MAIL ADDRESS: jwhitworth@holmesmurphy.com FAX (A/C, No):
INSURED Ceres Environmental Services Inc. 6371 Business Boulevard Suite 100 Sarasota, FL 34240	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Westchester Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1168706165

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contr Liab Per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLO183855304	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP184004604	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phy Damage \$ ACV less Ded.
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☐ CLAIMS-MADE	Y	Y	G46808848007	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC183855404	9/1/2023	9/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP#: 24-009 Emergency-Disaster Debris Removal Term Contract

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory. City of Ocoee and Others as required by written contract, per policy terms and conditions. • Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Ocoee and Others as required by written contract, per policy terms and conditions. • Umbrella/Excess Liability follows form of the underlying General Liability, Automobile Liability and Employer's Liability policies, subject to policy Terms, Conditions and Exclusions.
General Liability, Automobile & Workers Compensation policies include a provision that a 30-day notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Ocoee, a Florida municipal corporation
1 North Bluford Avenue
Ocoee FL 34761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MBE or Small or Women's or Labor Surplus Area Firm
Certificates**

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

All Florida Tree & Landscape Inc.

Vendor # VC0000016995

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
December 15, 2022 to December 14, 2025*

The following services and/or products are covered under this certification:

Arborist Services; Tree Trimming and Pruning Services


Allen Gray, Manager
12/15/2022



Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker



www.sba.gov/wosbready

Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

4/17/2024

Lois Hill
BENNETT RESTORATION SERVICES, LLC
6046 WESTGATE DR
ORLANDO, FL

Dear Lois Hill:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as a Women-Owned Small Business (WOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your certification is valid for three years from the date of this letter. Thereafter, your firm must undergo a full program examination every three years conducted by SBA or a third-party certifier to maintain certification. Instructions for maintaining WOSB Program certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov/>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in [WOSB.Certify.sba.gov](https://wosb.certify.sba.gov). Your firm must not misrepresent its WOSB Program certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB Program participant, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB Program website: For specific resources on Federal government contracting and the WOSB Federal Contract Program, please visit: <https://www.sba.gov/wosbready>.

As a certified participant in the WOSB Program, **you CAN** use the [WOSB Program Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting



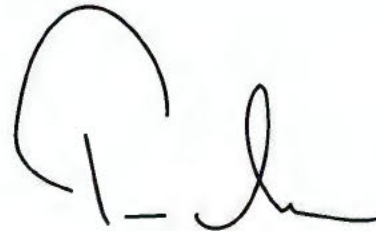
State of Florida

Minority Business Certification

Big Dog Express of South Florida, Inc,

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/17/2023 to 02/17/2025



J. Todd Inman
Florida Department of Management Services

May 2, 2024

Jenifer George
Cole Field Services LLC
601 Shearer Rd
Bulverde, TX 78163

Dear Jenifer George:

We are pleased to inform you that your application for certification in our Disadvantaged Business Enterprise Program has been approved with the South Central Texas Regional Certification Agency (SCTRCA) and with the State of Texas Unified Certification Program (TUCP). In accordance with U.S. Department of Transportation (USDOT) DBE certification eligibility requirements promulgated at 49 CFR. Part 26 and/or Part 23 and is currently certified as a:

Disadvantaged Business Enterprise (DBE)

Certification Number: 5240569

Certification Anniversary: May 31, 2025

Providing the following products or services:

NAICS 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP-SOIL)

NAICS 484220: GRAVEL HAULING, LOCAL

NAICS 484220: SAND HAULING, LOCAL

NAICS 484220: TOP-SOIL HAULING, LOCAL

This certification shall remain valid, unless and until it has been removed in accordance with procedures set fourth in 49 CFR §26.87. In order to remain certified, it is your obligation to submit an Annual Update and Affidavit (“No Change Affidavit”) annually on or before the anniversary of your DBE certification.

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm’s circumstances affecting its size, disadvantage status, ownership or the control requirements of the regulation, or any material change in the information provided in its application for DBE certification, including the support documentation. Please note that the SCTRCA reserves the right to request any other documentation that may be necessary to make a certification determination.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Failure to provide these changes could result in your firm being removed from the certified vendor database. The SCTRCA and/or the TUCP reserve the right to re-evaluate a firm’s certification status at anytime that they determine such re-evaluation is warranted.

Thank you for your participation in the SCTRCA DBE Certification Program.

Sincerely,

Sheena Thomas

Executive Director

MISSISSIPPI

Disadvantaged Business Enterprise Program UNIFIED CERTIFICATION CERTIFICATE

*This certificate acknowledges that
HIGHLAND TRUCKING AND EQUIPMENT, INC.*

*NAICS Codes: 484110 - General Freight Trucking Local
484121 - General Freight Trucking, Long-Distance, Truckload*

*has been certified under the Mississippi unified certification process as a
Disadvantaged Business Enterprise*

In accordance with 49 CFR Part 26 as published in the Code of Federal Regulations.

Classification: DBE
Date Issued: May 16, 2024
Next Review Date: May 16, 2029

Mississippi UCP Committee Chairperson

Andrea 



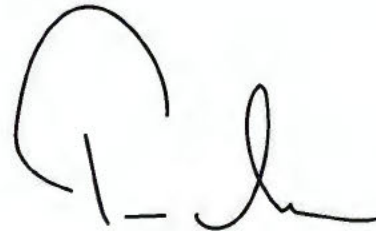
State of Florida

Woman & Minority Business Certification

Isla Maritime

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/01/2023 to 05/01/2025



J. Todd Inman
Florida Department of Management Services



GREATER ORLANDO
AVIATION AUTHORITY



Delivering Excellence Every Day

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

RENEW CONSTRUCTION SERVICES, LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

238330 – Flooring Contractors
238990 – All Other Specialty Trade Contractors
423990 – Other Miscellaneous Durable Goods Merchant Wholesalers

01/14/2021

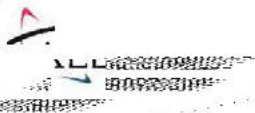
DATE:

DocuSigned by:

Cheryl Hawk

855A97CBCD2B415

By: Cheryl Hawkins, Senior Manager, Business Diversity



ANNIVERSARY DATE - Annually on November 30

RENEW CONSTRUCTION SERVICES, LLC has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. Owners will be notified of their responsibilities in advance of the anniversary date.

The firm is listed in Florida's DBE Directory which can be accessed at the following link:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory.

The Authority's DBE Program Office is available, offering managerial and technical assistance at no cost.

Contact us at (813) 554-1450 or via email DBEProgram@TampaAirport.com.

Cheryl L. Hawkins

Senior Manager, Business Diversity

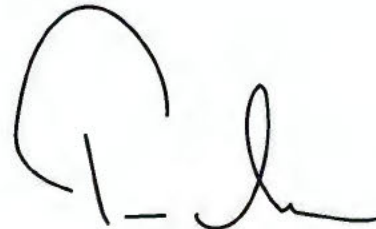


State of Florida

Minority Business Certification

siles and sons inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
December 7, 2022 to December 7, 2024



J. Todd Inman
Florida Department of Management Services



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

SILES AND SONS INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

484220

Dwayne Moore

***DBE & Small Business Development Manager
Florida Department of Transportation***

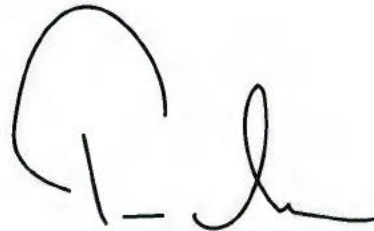


State of Florida

Minority & Veteran Business Certification

Streamlined Logistics

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/13/2024 to 02/13/2026



J. Todd Inman
Florida Department of Management Services



www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | Washington, DC 20416

5/9/2023

Jennifer Willis
TREES R US INC
27881 W. SULLIVAN LAKE RD
INGLESIDE, IL 60084-6014

Dear Jennifer Willis:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your firm's WOSB Program anniversary date is **4/15/2026** to align with your SBA approved Third-Party Certifier certification.

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile within wosb.certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.

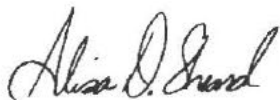
As a WOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the [WOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
Deputy Director/WOSB Program Director
Office of Government Contracting



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Trees R Us Inc DBA Organic Solutions

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Jenni Willis
NAICS: 561730 UNSPSC: 10152000, 72102906, 77111501, 81101517
Certification Number: WOSB190611
Renewal Date: April 15, 2024
WOSB Regulation Expiration Date: 4/15/2026



Emilia DiMenco, Women's Business
Development Center - Midwest President &
CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

EXHIBIT "M"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date July 8 , 2024 .

By:



Tia Laurie

Corporate Secretary

(Title)

Official Address (including Zip Code):

6371 Business Boulevard, Suite 100, Sarasota, FL 34240

EXHIBIT "N"
Certification Regarding Scrutinized Companies' Lists

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: Ceres Environmental Services, Inc.

By: Tia Laurie 
(Authorized Signature)

Title: Corporate Secretary

Date: July 8, 2024

CITY OF OCOEE
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT
RFP #24-009
JULY 9, 2024 AT 2:00 PM



DRC Emergency Services
500 S. Australian Avenue,
Suite 600
West Palm Beach, FL 33401



Jay Gunter
Regional Manager
Jgunter@drcusa.com
p: (888) 721-4372
f: (504) 482-2852

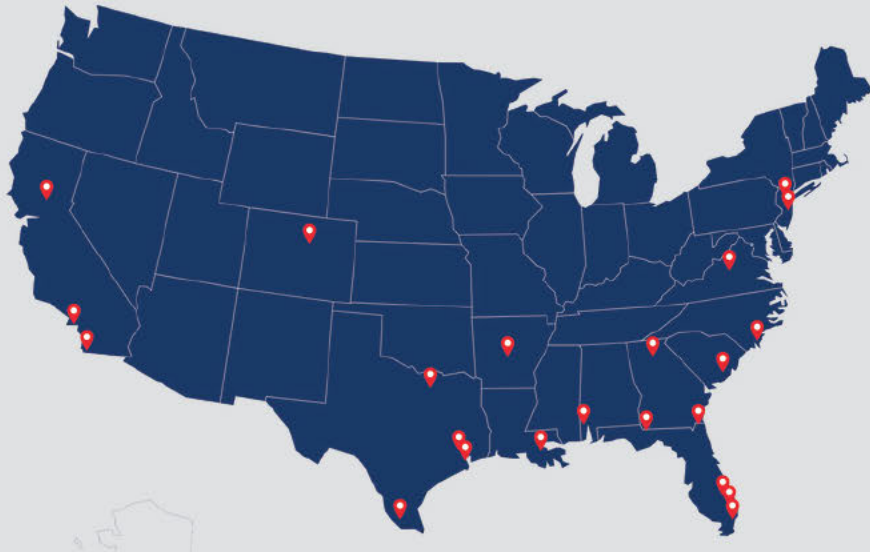
Proposal By

DRC Emergency Services

Florida Contractors License No. CRC 1331307



Kristy Fuentes
Vice President of Compliance
and Administration
Kfuentes@drcusa.com



P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES
111 Veterans Blvd., Suite 401
Metairie, LA 70005

DRC CONTACTS



KRISTY FUENTES

Vice President of Compliance
and Administration
Email: kfuentes@drcusa.com
Office: 504.482.2848
Cell: 504.220.7682



JOHN SULLIVAN

President
Email: jsullivan@drcusa.com
Office: 504.482.2848
Cell: 832.731.8234



WES HOLDEN

Director of Government
Relations
Email: wholden@drcusa.com
Cell: 813.352.9942



JOE NEWMAN

Vice President of Operations
Email: jnewman@drcusa.com
Cell: 214.930.9300



LISA GARCIA WALSH

Contract Manager
Email: lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052



JAY GUNTER

Regional Manager
Email: jgunter@drcusa.com
Cell: 386.507.1011



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE

DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
★ GALVESTON TX 36608 ★

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CRC1331307

ISSUED: 06/01/2022

CERTIFIED RESIDENTIAL CONTRACTOR
SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES

EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2024

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608



ISSUED: 06/01/2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2015*



Ken Detmer
Secretary of State

Authentication ID: CU5800449263

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
DRC EMERGENCY SERVICES, LLC

Filing Information

Document Number	M05000003946
FEI/EIN Number	63-1283729
Date Filed	07/18/2005
State	AL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/29/2015
Event Effective Date	NONE

Principal Address

6702 BROADWAY STREET
Galveston, TX 77554

Changed: 11/13/2018

Mailing Address

111 Veterans Memorial Blvd
Suite 401
METAIRIE, LA 70005

Changed: 04/23/2024

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun Street
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 04/16/2019

Authorized Person(s) Detail

Name & Address

Title Manager, VP

Sullivan, William
6702 BROADWAY STREET
Galveston, TX 77554

Title VP, Secretary, Treasurer

Fuentes, Kristy
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, President

Sullivan, John R.
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, VP

Sullivan, Todd
6702 BROADWAY STREET
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	04/20/2023
2024	04/23/2024

Document Images

04/23/2024 -- ANNUAL REPORT	View image in PDF format
04/20/2023 -- ANNUAL REPORT	View image in PDF format
06/10/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
04/09/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
12/03/2014 -- LC Amendment	View image in PDF format

06/10/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
10/29/2013 -- Reg. Agent Change	View image in PDF format
01/21/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
10/15/2010 -- REINSTATEMENT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
08/03/2006 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations



July 9, 2024

City of Ocoee
150 N Lakeshore Drive
Ocoee, FL 34761

Re: Emergency-Disaster Debris Removal Term Contract
RFP No. 24-009

Dear Sir or Madam,

DRC Emergency Services, LLC, is grateful for the opportunity to present our proposal to provide Emergency Disaster Debris Removal Services for the City of Ocoee City, as outlined in the referenced RFP.

In the event of an incident in the City of Ocoee City, DRC pledges to deploy all necessary manpower and equipment to ensure project requirements are met. We have local Florida subcontractors and are committed to engaging local City of Ocoee City subcontractors. Upon award, DRC will conduct a subcontractor outreach program in the City to identify local subcontractors.

DRC has seen firsthand how the City of Ocoee City and the surrounding areas were impacted by natural disasters in the past; as such, DRC can now more accurately predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project in the face of an impending disaster. During this time, working relationships and partnerships have been established with local business owners, such as subcontractors and DMS landowners. Additionally, DRC has worked closely with the Florida Department of Emergency Management and the Florida Department of Environmental Quality. These proven relationships have grown over the years, giving DRC the unique ability to respond immediately and efficiently to disaster events affecting the City of Ocoee City and surrounding areas.

With DRC's team having over 50 years of experience, DRC has a proven track record in disaster recovery and emergency management services for federal, state, and local governments. Acquired by the Sullivan brothers from Galveston, Texas, in 2016, DRC joined the Sullivan Family of Companies, which includes Sullivan Land Services, SLSCO, Forgen, and Callan Marine Services. Our comprehensive services encompass emergency debris removal, disaster management (including temporary housing and workforce support), FEMA documentation, debris management, right-of-way maintenance, marine debris salvage, vehicle and vessel removal, technical assistance, project management, construction, demolition, and final disposal management. Employing over 80 full-time staff, DRC has access to over 900 employees through our family of companies, making us a trusted partner for towns, cities, and jurisdictions nationwide in disaster recovery services.

Florida Experience

2023 HURRICANE IDALIA

- 🌐 DRC was activated in 10 jurisdictions, managed 4 DMS sites, and removed and disposed of over 37,000 cubic yards of debris.

2022 HURRICANE IAN

- 🌐 DRC was activated in 16 jurisdictions, managed 24 DMS sites, and removed and disposed of over 4,900,000 cubic yards of debris.

2018 HURRICANE MICHAEL

- 🌐 DRC was active in 9 jurisdictions, managed 27 debris management sites and removed approximately 5,702,004 cubic yards of debris.

2017 HURRICANE IRMA

- ☎ DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the City of Ocoee City is Jay Gunter who can be reached at (888) 721-4372, by cell: (386) 507-1011 or by email: jgunter@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Ocoee City in the future.

Sincerely,



Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MEMBERS OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the “Act”), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the “Company”), and is made effective as of January 1, 2018.

WHEREAS, Section 9.01 of the Company’s Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the “LLC Agreement”) and the Act permit the Members of the Company to take the following actions; and

WHEREAS, the undersigned, constitutes the Members of the Company (the “Members”).

NOW, THEREFORE, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company’s business, subject to any restrictions of limitations on authority as set forth in the Company’s governing documents:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Todd P. Sullivan	Vice President
William W. Sullivan	Vice President and Secretary
Kristy Fuentes	Vice President of Administration and Compliance, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

Signature Page to Action in Lieu of Meeting

counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES, LLC



By: John R. Sullivan
Its: Member



By: Todd P. Sullivan
Its: Member

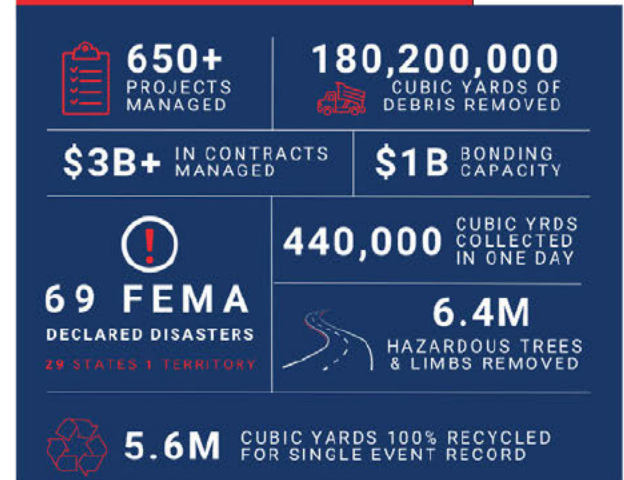


By: William W. Sullivan
Its: Member

DISCOVER DRC: A CLOSER LOOK

- Founded in 1995, we are **100% family-owned** and the largest debris removal & management company in the industry with **80+** full-time employees.
- With a bonding capacity exceeding **\$1 billion** and working capital more than **\$500 million**, DRC ensures uninterrupted execution of its projects. DRC excels in concurrent project management, maintaining uninterrupted progress across multiple jurisdictions.
- Subcontractor Payment Process: **Subcontractors are paid every Friday**, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.
- DRC holds the U.S. Army Corps of Engineers (USACE) **ACI Debris Removal** contract for Region 3 (MI, IN, TN, KY, OH, WV) and collaborates with USACE on training and preparations. DRC has been tasked 3 times and most recently in response to the **Kentucky Tornadoes** in Graves County and Mayfield, Kentucky, in December 2021.
- DRC operated in every FEMA-declared parish in the State of Louisiana in 2021. DRC managed **89 debris management sites** and removed over **18,000,000 cubic yards** of debris solely in response to Hurricane Ida.
- Conceived, executed, supervised, and funded a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.

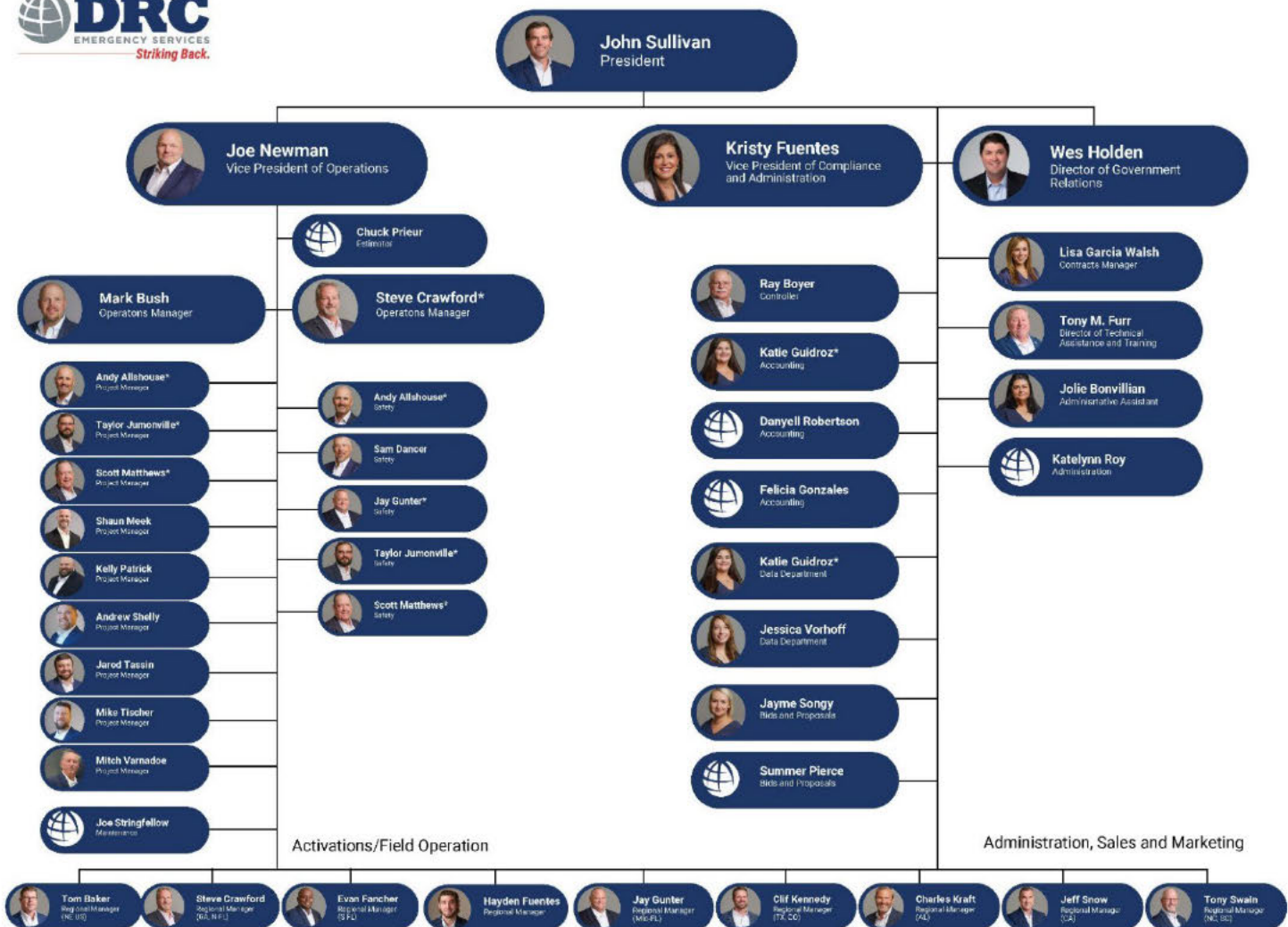
BY THE NUMBERS



- In response to Hurricanes Laura, Sally, Delta, and Zeta during the 2020 hurricane season, DRC was deployed across **four states** and **45 jurisdictions**. DRC managed 81 debris management sites and effectively removed and disposed of over 6,400,000 cubic yards of debris.
- Following Hurricane Ian, DRC **recycled 100%** of the 2.5 million cubic yards of vegetative debris collected in Sarasota County and surrounding municipalities.
- Collected **440,000 cubic yards** in a single day in 2008, setting a one-day productivity record for post-disaster debris removal, acknowledged by FEMA.
- Following Hurricane Ike, DRC **recycled 100%** of the 5.6 million cubic yards collected in Houston, TX, establishing industry benchmarks for recycling.
- Certified Arborist** on staff full time, Taylor Jumonville.

QUALIFICATIONS

Since 1995, DRC Emergency Services and its affiliated companies (DRC) has been the leader in disaster recovery. We are the largest provider of disaster recovery and emergency management services in the United States, with more than 80 full-time staff and a bonding capacity of over \$1 billion. Every year, DRC responds quickly and effectively to multiple disasters across the US, helping communities recover and return to normalcy following all types of disastrous events. Whether we are called upon to clean up after a flood, fire, ice storm, hurricane, or tornado; to protect wildlife in ecologically sensitive areas; or to restore beaches using our industry-leading sand screening and beach restoration techniques, DRC's experienced leadership has what it takes to get the job done. Whenever disaster strikes a community, DRC is ready to strike back.



Availability of Firm's Resources

Availability of Key Personnel

Since its inception, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

DRC has the largest staff of full-time employees and project managers in the industry.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of Ocoee is Jay Gunter who is capable of responding to the needs of the City 24 hours a day, 7 days a week.

Available Equipment

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated in excess of 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.

Key Personnel

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.



Kristy Fuentes, Vice President of Compliance and Administration



Kristy Fuentes, DRC's Vice President of Compliance and Administration, offers over 19 years of experience in disaster recovery projects, client expansion, and government relations. Throughout the years, Ms. Fuentes has been an essential element in the management of all of DRC's disaster relief projects. Some of these major hurricane projects include Hurricanes Ian, Ida, Michael, Florence, Irma, Harvey, Ike, Wilma, Katrina. Other major projects consist of the 2023 Hawaii Wildfires, Colorado Marshall Wildfires, 2021 Kentucky Tornadoes, California Wildfires, State of Washington Fire Cleanup, Texas Severe Winter Storms, Louisiana Severe Storms and Flooding, and the BP Oil Spill. **Most recently, she managed 24 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of over 4,900,000 cubic yards of debris.** Ms. Fuentes has been an instrumental asset to the company by acting as the designated liaison for clients and ensuring consistency and quality in performance while managing various projects.

Ms. Fuentes has implemented changes and improvements to the methods and procedures for contracts, licensing, and pre-qualification processes to guarantee contractor compliance with Federal and State regulations. Ms. Fuentes continues to aid clients across the United States in planning, program management, disaster response, demolition contracting, and regulatory compliance while maintaining a key administrative role for every disaster and project DRC performs. Ms. Fuentes' unique oversight and creativity in every role she has assumed has significantly improved DRC's ability to flourish in increasingly more demanding disaster recovery environments.

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b

FEMA IS-632.a

FEMA IS-633

FEMA IS-634

FEMA IS-700

FEMA IS-702.a

Joe Newman, Vice President of Operations

Mr. Newman has over 2 decades of experience overseeing large-scale construction and disaster-related debris management projects. As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman plays a key role in every major activation, providing operational oversight to measure progress, and adjusting processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation. Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornadoes, Winter Storms, Fires, and Earthquakes with a cumulative



contract value of over \$1.5 billion. Mr. Newman is a strong leader whose organization, critical thinking, and communication skills are integral to the success of the team.

CERTIFICATIONS

Hazardous Waste Operations &
Emergency Response – Initial

FEMA IS-100.b Introduction to
Incident Command System, ICS-
100
FEMA IS-00632.a Introduction to
Debris Operations

FEMA IS-702.a NIMS Public
Information Systems
FEMA IS-33.17
FEMA IS-35.17
FEMA IS-2900

Wes Holden, Director of Government Relations



As a co-founder and leader of multiple companies, including Thompson Consulting Services, Wes Holden is a subject matter expert with over 22 years of expertise driving innovation & advancement in the Disaster Recovery industry and managing FEMA programs. Mr. Holden is skilled in architecting innovative software to replace outdated management solutions for natural disasters & emergencies. Over his career, Mr. Holden was instrumental in securing over \$4B in FEMA reimbursed funding, enabling clients to recover and rebuild in the aftermath of disasters. Having pioneered groundbreaking solutions in the Disaster Recovery industry, Mr. Holden brings incredible knowledge and experience to every project.

Tony Furr, Director of Technical Assistance and Training



Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

TRAINING

ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812, National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation

Jay Gunter, Regional Manager

Mr. Gunter comes to DRC with over 35 years in the Solid Waste Industry. As a previous Solid Waste Superintendent with Lake County, FL, Mr. Gunter has a unique understanding of a jurisdiction's needs during a disaster event. Mr. Gunter is DRC's Regional Manager for Central Florida; he is responsible for securing pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local sub-contractors and DMS sites, coordinating trade shows, conferences, and trainings, and assisting other Regional Managers with mobilization and response post-disaster when not in his region.



Mr. Gunter worked in several Florida counties in response to sargassum and performed biological marine debris collection and disposal services with a cumulative contract value of over \$9 million.

Mr. Gunter is MOT certified for the states of Florida and Virginia, which makes him qualified to design and implement temporary traffic control plans to ensure the safety of personnel, motorists, and pedestrians, making him an invaluable asset to all DOT projects. He has worked closely with ALDOT, FDOT, and LADOT in response to natural disasters, removing a combined total of 2.9 million cubic yards of debris.

PROMINENT CERTIFICATIONS

FEMA IS-27
FEMA IS-35.20
FEMA IS-100.c
FEMA IS-200.c
FEMA IS-632.a
FEMA IS-633
FEMA IS-700.b
FEMA IS-703.b
FEMA IS-800.d

HAZWOPER
Solid Waste Association of North
America – Manager of Landfill
Operations
Solid Waste Association of North
America – Transfer Station Operations
certification
Smith System Defensive driving 5 keys –
Trainer certification

FDOT Temporary Traffic Control -
Intermediate Course
FDOT Temporary Traffic Control –
Advanced Course
OSHA Training for the Construction
Industry – 10 hr.
VDOT Traffic Control Supervisor –
Intermediate Course

Steve Crawford, Operations Manager



Mr. Crawford joined DRC with 25 years of operational and sales experience in the Waste and Recycling Industry. Mr. Crawford is a Florida resident and has lived in the state since 1990. He previously worked in the Organics Recycling and Compost Industry in Florida responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics, and commodity marketing. Mr. Crawford is a previous Board of Director Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout Florida. Mr. Crawford now works for DRC as an Operations Manager for the East United States and a Regional Manager for North Florida and Georgia. His duties as a Regional Manager consist of helping to secure pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local sub-contractors and DMS sites, and assisting other Regional Managers with mobilization and response post-disaster when not in his region. As an Operations Manager, his duties consist of contributing operations information and recommendations for strategic plans and reviews, preparing and completing action plans, implementing production, productivity, quality, and customer service standards, resolving problems on the field, completing audits, identifying trends, analyzing and

improving organizational processes and workflows, maintaining safe and healthy work environments by establishing, following, and enforcing standards and procedures, and complying with legal regulations.

In response to Hurricanes Ian and Ida, Mr. Crawford managed several jurisdictions in Florida, Georgia, and Louisiana, removing a total of 9.3 million cubic yards of debris. In response to Hurricane Ida, Mr. Crawford oversaw the removal of over 4.3 million cubic yards of debris. In response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations manager in 4 jurisdictions in Louisiana; during this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1.4 million cubic yards of debris throughout these areas.

CERTIFICATIONS

FEMA IS-5.a FEMA IS-8.a

FEMA IS-11.a

FEMA IS-15.b

Hazwoper

Mark Bush, Operations Manager



Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He also served 6 years in the US Army as a Light Wheel Mechanic and served as a Squad Leader with the 4th Brigade/4th Infantry Division. Mr. Bush went to Lamar University in Beaumont, TX. Upon joining DRC, he worked as a Project Manager. Currently, Mr. Bush works for DRC as an Operations Manager for the West Coast. As an Operations Manager, Mr. Bush contributes operations information and recommendations for strategic plans and reviews, prepares and completes action plans, implements production, productivity, quality, and customer service standards, resolves problems on the field, completes audits, identifies trends, analyzes and improves

organizational processes and workflows, maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures, and complies with legal regulations. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail, adaptability to change, and time management.

Mr. Bush managed debris cleanup for the Babb Road Wildfire in Washington and the Marshall Fires in Colorado, resulting in a cumulative contract value of \$36 million dollars.

CERTIFICATIONS

40-Hour OSHA HAZWOPER0

SafeGulf USA

FEMA IS10.a

FEMA IS-200.c

FEMA IS-317.a

TX All-lines Ins. Adjuster (lic#2156078)

H2S Awareness Training CPR AED Certified

FEMA IS-37.23

FEMA IS-235.c

SafeLand USA

FEMA IS-5.a

FEMA IS-100.c

FEMA IS-242.c

Taylor Jumonville, Project Manager

Mr. Jumonville has 6 years of experience in project management. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors. Mr. Jumonville is also asbestos certified, technician and traffic control support certified for Louisiana, and a certified arborist. Mr. Jumonville presently resides in Lafayette, LA.



His most notable projects are the Hurricane Ida Cleanup, which resulted in the removal and disposal of over 3.2 million cubic yards of debris, and the ALDOT Hurricane Zeta and Tornado, which resulted in the removal and disposal of 750,000 cubic yards of debris.

CERTIFICATIONS

ASBESTOS CONTRACTOR/SUPERVISOR

TRAFFIC CONTROL TECHNICIAN

40-HOUR OSHA HAZWOPER0

FEMA IS-5A

FEMAIS-111.A

FEMA IS-800

CERTIFIED ARBORIST

TRAFFIC CONTROL SUPERVISOR

FEMA IS-37.23

FEMA IS-200.C

FEMA IS-1010

FEMA IS-00100.c

FEMA IS-633

Jarod Tassin, Project Manager



Mr. Tassin has 4 years of relevant work experience, joining DRC after working for a debris monitoring firm. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors. Mr. Tassin is also technician and traffic control support certified for Louisiana.

Mr. Tassin oversaw the operation for the Marshall Fires in Colorado, resulting in a contract value of **\$27 million dollars**, and cleanup for **Hurricanes Ian and Ida**, resulting in a contract value of \$43.8 million dollars.

CERTIFICATIONS

ASBESTOS CONTRACTOR/SUPERVISOR

FEMA IS-5A

FEMA IS-37.23

FEMA IS-111.A

FEMA IS-241.C

FEMA IS-324.A

FEMA IS-632.A

FEMA IS-800

TRAFFIC CONTROL TECHNICIAN

FEMA IS-10.A

FEMA IS-37.24

FEMA IS-200.C

FEMA IS-242.C

FEMA IS-325

FEMA IS-700.B

FEMA IS-1001

TRAFFIC CONTROL SUPERVISOR

FEMA IS-1010

FEMA IS-100.C

FEMA IS-235.C

FEMA IS-317.A

FEMA IS-559

FEMA IS-633

FEMA IS-00100.C

Scott Matthews, Project Manager

Mr. Matthews has over 3 decades of relevant work experience as a Project Supervisor and Manager. He has a proven track record of coordinating and planning for complex contracts, including developing project milestones. His duties as a Project Manager consist of on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.



In his first year with DRC, Mr. Matthews managed the removal of over 3,000,000 cubic yards of debris across 4 Louisiana jurisdictions in response to Hurricane Ida. In response to Hurricane Ian, he worked closely with the Florida

Department of Transportation, the **Florida Department of Environmental Protection**, and several Florida jurisdictions while aiding in the management of over **2,600,000 cubic yards of debris**.

Lisa Garcia Walsh, Contracts Manager



Prior to joining DRC, Ms. Walsh provided administrative assistance for emergency response projects involving FEMA protocol. Since joining DRC in 2010, she gained experience in data management operations following some of the largest debris generating natural disasters in recent history, and she became an integral part of DRC's data department. Ms. Walsh was responsible for overseeing data collection for state and federally funded projects, helping to recover \$1.9 billion in data collection since 2016. Ms. Walsh is very important to DRC's continued success in data.

Since 2013, Ms. Walsh has overseen all contracts for DRC as Contracts Manager. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence, managing the pre-events contracts database, and coordinating with new and existing clients in establishing pre-event contract awards, contract renewals, and contract extensions. Ms. Walsh has provided continuous administrative aid to DRC's management personnel on all major disasters since 2010 through assisting and maintaining close relationships with each jurisdiction to ensure that all documentation is timely received and sent.

CERTIFICATIONS

Hazardous Waste Operations &
Emergency Response – Initial
FEMA IS-100.b Introduction to
Incident Command System, ICS-
100

FEMA IS-632.a Introduction to
Debris Operations
FEMA IS-633 Debris Management
Plan Development
FEMA IS-634 Introduction to

FEMA IS-700 National Incident
Management System (NIMS), An
Introduction
FEMA IS-702.a NIMS Public
Information Systems

FEMA PUBLIC ASSISTANCE PROGRAM

DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.

TONY FURR, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. Mr. Furr was the **FEMA Region VI Debris Subject Matter Expert from 2013 – 2021** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over **100 federally declared disasters** and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

State & Federal Programs

DRC thoroughly reviews and follows the FEMA public Assistance Program and Policy Guide (PAPPG). The PA Policy and Program Guide (PAPPG) is a comprehensive, consolidated program and policy document for the Public Assistance Program.

The latest Version is FEMA Policy 104-009-2, Public Assistance Program and Policy Guide Version 4 (issued June 1, 2020). This latest PAPPG supersedes all previous policies and publications for disaster declared on or after June 1, 2020.

Within the Florida Division of Emergency Management (FDEM) in Florida, several programs are aligned with the Federal Emergency Management Agency (FEMA) Public Assistance Program, aimed at providing support and resources for disaster recovery efforts. These programs facilitate the reimbursement of eligible expenses incurred by state and local governments, as well as certain nonprofit organizations, following a federally declared disaster. Key programs within FDEM that mirror the FEMA Public Assistance Program include:

Public Assistance Grants

The State administers public assistance grants to eligible entities to cover costs associated with debris removal, emergency protective measures, and the repair, replacement, or restoration of public infrastructure damaged or destroyed by disasters. This program aims to expedite the recovery process and restore essential services to affected communities.

Hazard Mitigation Grant Program (HMGP)

HMGP provides funding to support projects that mitigate the risk of future disasters and enhance community resilience. The State's HMGP, aligned with FEMA guidelines, enables state and local governments to implement measures such as flood control projects, structural retrofits, and land acquisition for hazard mitigation purposes.

Community Disaster Loans (CDL)

The State's CDL program provides financial assistance to local governments facing revenue shortfalls due to a disaster-related decline in tax revenues or increased expenditures. These loans help municipalities maintain essential services and bridge the gap until regular revenue streams are restored.

These programs, modeled after FEMA's framework, demonstrate the State's commitment to leveraging federal resources and implementing effective strategies to mitigate the impact of disasters and support long-term recovery efforts across the state.

Funding Sources

After a natural disaster, FEMA Public Assistance applicants have access to various funding sources to support their recovery efforts. These funding sources include:

Federal Grants: FEMA provides grants to eligible applicants for disaster-related expenses, including debris removal, emergency protective measures, and infrastructure repair or replacement.

State Matching Funds: Applicants are typically required to provide a percentage of the total project cost as a non-federal match, which can come from state or local government funds, in-kind services, or donations.

Hazard Mitigation Grants: FEMA offers Hazard Mitigation Grant Program (HMGP) funding to support projects that mitigate the risk of future disasters. These grants can be used for measures such as floodplain restoration, structural retrofits, and public education campaigns.

Community Development Block Grants: The U.S. Department of Housing and Urban Development (HUD) may allocate Community Development Block Grant (CDBG) funds to assist with disaster recovery and rebuilding efforts, particularly for housing rehabilitation, economic revitalization, and infrastructure improvements.

Community Development Block Grants: The U.S. Department of Housing and Urban Development (HUD) may allocate Community Development Block Grant (CDBG) funds to assist with disaster recovery and rebuilding efforts, particularly for housing rehabilitation, economic revitalization, and infrastructure improvements.

Natural Resources Conservation Service (NRCS) Funding: NRCS provides financial assistance through programs like the Emergency Watershed Protection Program (EWP) to address watershed impairments caused by natural disasters. EWP funding supports measures such as debris removal, streambank stabilization, and erosion control to mitigate further damage and protect natural resources.

These funding sources provide crucial financial assistance to FEMA Public Assistance applicants, helping them rebuild and strengthen their communities in the aftermath of a natural disaster.

Reimbursement Process

The FEMA Public Assistance reimbursement process is crucial for assisting applicants in recovering from disasters and restoring essential services to their communities. Key elements of this process include:

Eligibility Determination: FEMA evaluates the eligibility of projects submitted by applicants based on established criteria, including the type of work, its relationship to the disaster, and compliance with federal regulations.

Project Formulation: Applicants work with FEMA to develop detailed project worksheets that outline the scope of work, estimated costs, and supporting documentation for each eligible project.

Obligation of Funds: Once projects are approved, FEMA obligates funds to cover the federal share of eligible costs, typically up to 75% of the total project cost, with the applicant responsible for providing the non-federal match.

Documentation and Documentation: Applicants must maintain accurate records and documentation throughout the project lifecycle, including procurement procedures, labor costs, equipment usage, and invoices, to support reimbursement claims.

In the aftermath of a natural disaster, debris removal is often one of the most immediate and significant challenges faced by communities. In this context, the role of the debris monitor becomes pivotal in ensuring efficient and compliant debris removal operations, as well as facilitating the reimbursement process through FEMA Public Assistance. The debris monitor serves as a crucial link between the debris removal contractors, the applicant, and FEMA, playing a vital role in documenting and verifying the removal of debris from public areas. Here's an in-depth look at the role of the debris monitor in the reimbursement process:

Debris Monitoring: The debris monitor is a critical component of the debris removal process following a disaster. They are responsible for overseeing and documenting the removal of debris from public areas such as roads, parks, and other public property.

Verification of Work: The debris monitor verifies that debris removal contractors comply with FEMA guidelines and contract specifications, ensuring that debris is properly sorted, segregated, and disposed of in accordance with environmental regulations.

Documentation: The debris monitor meticulously documents the quantity, type, and location of debris removed, as well as the methods used for disposal. This documentation serves as evidence to support reimbursement claims submitted to FEMA.

Quality Assurance: In addition to monitoring the physical removal of debris, the debris monitor performs quality assurance checks to ensure that work meets established standards and that debris removal operations are conducted safely and efficiently.

Support for Reimbursement Claims: The detailed documentation provided by the debris monitor is essential for applicants seeking reimbursement from FEMA for eligible debris removal costs. This documentation helps demonstrate the scope of work performed, justify the associated expenses, and facilitate the reimbursement process.

Overall, the debris monitor plays a crucial role in the FEMA Public Assistance reimbursement process by ensuring that debris removal activities are conducted in compliance with federal regulations and that accurate documentation is maintained to support reimbursement claims.

Knowledge And Experience with State and Local Emergency Management Agencies

DRC Emergency Services has been actively engaged in disaster recovery efforts across the United States for the past 20 years, collaborating closely with local, state, and federal agencies. Their commitment is to assist in optimizing performance and ensuring reimbursement. DRC coordinates with the Public Assistance Firm and monitoring firm in each jurisdiction to review and reconcile every individual ticket and or line item for eligibility with all State and Federal agencies. This process expedites the submittal of accurate documentation in a timely manner. DRC has a strong track record of maximizing federal reimbursement for eligible work without any de-obligation.

In the State of Florida, we have worked directly with the Florida Department of Transportation and Development (FDOT), Florida Department of Environmental Protection, and the Florida Department of Emergency Management following all FEMA Guidelines and Policies. DRC and its management team participate in state conferences and workshops and stay up to date with relevant policies and procedures. Overall, DRC's thorough review and adherence to FEMA's Public Assistance Program and Policy Guide demonstrate their commitment to efficient and effective disaster recovery processes.

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, DRC Emergency Services, LLC is a founding member of DRCA (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Prepare

Respond

Recover



One of the primary missions of any City is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help the City of Ocoee City achieve these goals. DRC's approach to prepare, respond, and recover are fundamental to successful disaster management.

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest, and immediate response to natural and man-made disasters.

PREPARE

- Contract Award
- Local Teaming Partners
- Available Equipment
- Joint Planning & Training
- Forecasting

Contract Award

Upon award, DRC's Regional Manager Jay Gunter will schedule a meeting with the City of Ocoee City. The initial meeting is critical, allowing both the City and the Regional Manager to make introductions, as well as to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step by step plan to expedite arrangements for training and response phases of the contract. These provisions include but are not limited to:

- 🌐 Presenting key team members, including the Project Manager, and their responsibilities
- 🌐 Participating in scenario exercises to include planning and routing
- 🌐 Facilitating the designation and readiness of DMS and final disposal sites
- 🌐 Introducing Monitoring Firm Representative (if applicable)

Local Team Partners, Vendors, and Subcontractors

DRC maintains a network of hundreds of subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, DRC encourages local participation. A few methods used to identify local subcontractors include:

- 🌐 Outreach programs
- 🌐 Government referrals
- 🌐 Website applications
- 🌐 Direct mail outreach

Joint Planning and Training

DRC provides the City of Orange City with planning and training throughout the length of the City's contract at no extra cost. Benefits of these sessions include:

- 🌐 Providing an opportunity to build relationships between both parties
- 🌐 Delivering invaluable operational and administrative information to all stakeholders
- 🌐 Discussing forecasting and reviewing the debris management plan

"Through weekly project meetings, I became increasingly familiar with the organization's natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company's staff was a perfect fit for working with subcontractors and property owners."

— Leo T. Lucchesi, Director of Public Works Washington Parish Government

Identifying Equipment Staging Areas

While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main right-of-ways
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable

Debris Management Site Selection

Criteria at a minimum will include:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water controls considerations
- Elevation
- Sound buffers and fencing

Identifying Permanent Disposal Facilities, Transfer and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:

- Hospitals
- Police departments
- Emergency shelters
- Nursing homes
- Major traffic routes

RESPOND

- Alert Phase
- Disaster Impact
- Response Timeline
- Initial Damage Assessments
- Emergency PUSH Operations
- Loading and Hauling Operations
- Disaster Debris Management Operations
- Safety
- Prompt Damage Complaint
- Accounting and Document Management
- Post Event Evaluations

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 🌐 72 hours before impending impact, Jay Gunter will contact the City of Ocoee City to discuss activation and response
- 🌐 At the discretion of the City, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- 🌐 Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
- 🌐 Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event “push activities”
- 🌐 Emergency Push Collection routes have been determined

Disaster Impact

DRC has a unique ability to rapidly **respond** to a disastrous event while maintaining communication with communities to help them **prepare** for any trouble, making us a leader in the disaster **recovery** industry.

Response Timeline

The type, intensity, and duration of each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC is highly capable to meet, sustain, and manage all facets of disaster response, including responding within 24 hours. DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

Within 24 Hours Post Event

- 🌐 Project Manager and support are in place and interacting with the City of Ocoee City's Point of Contact
- 🌐 Staging and measurement (certification) of equipment is underway
- 🌐 Permitting and mobilization of DDMS sites has begun
- 🌐 Emergency Push activities are well underway with coordination with utility providers
- 🌐 Initial Damage Assessment complete
- 🌐 Public Service Announcements are initiated
- 🌐 Logistical Support requirements have been assessed
- 🌐 Initial Safety Meeting is held
- 🌐 Time and location of daily production meetings is established

Within 48 Hours Post Event

- 🌐 Initial understanding of crew type and quantity has been established with the City's Point of Contact
- 🌐 Roughly 50 percent of required equipment and manpower are in place
- 🌐 At least one DDMS is operational and load and haul activities can begin
- 🌐 Discussions have begun with final disposal and recycling/composting providers (if applicable)
- 🌐 Collection Zones have been mapped and discussed with the City's Point of Contact
- 🌐 Truck certifying continues
- 🌐 Daily Safety Meetings continue

Within 96 Hours Post Event

- 🌐 Full Mobilization is complete
- 🌐 Emergency Push complete (if applicable)
- 🌐 All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- 🌐 Productivity assessments made based upon existing travel times and DDMS requirements adjusted
- 🌐 Equipment and personnel needs are reassessed
- 🌐 Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- 🌐 Daily productivity meeting continues between DRC, the City point of contact and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue



Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. The debris assessment will accomplish all of the following:

- 🌐 Estimate the quantity and mix of debris
- 🌐 Estimate damage costs
- 🌐 Determine impact on critical facilities
- 🌐 Identify impact on residential and commercial areas

Emergency PUSH Operations

- 🌐 PUSH routes are predetermined with the help of City, who have a clear understanding of geography of the community
- 🌐 Debris is “pushed” or cleared from the Public Roadway generally in an order of priority established by the City of Ocoee City
- 🌐 Crews generally consist of equipment capable of moving heavy material (skid steers, front end loaders etc.) and personnel and supervision with chainsaws
- 🌐 Attempt to make roadways and intersections as safe as possible for sight and traffic obstructions
- 🌐 This phase of work is accomplished within the first 70 cumulative hours (plus or minus) after the event



Loading and Hauling Operations

Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed (NTP) is issued. A minimum of 2 crews will be mobilized upon NTP. In general, trucks are staged at a location where the City’s third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.



Debris Removal from Public Rights of Way

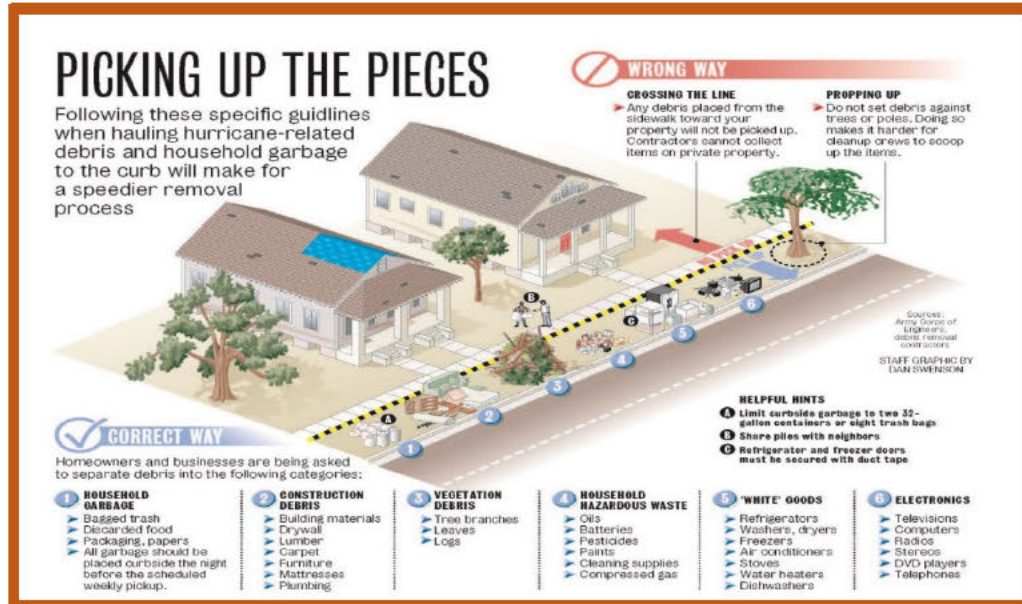
Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the City) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

- All field supervisors shall ensure that all debris disposal-hauling operators are licensed and certified to operate required equipment.
- All debris disposal operators will be given area maps designating assignment/authorized areas or zones of operations as well as transport routes designated and/or approved by the City.
- As subcontractors complete zones, the areas are jointly surveyed by the City of Ocoee City or its designated representative and closed out.

Public Service Announcements

To ensure clear and effective communication with the public about debris collection operations and timelines, DRC will coordinate with the County on creating and disseminating Public Service Announcements (PSAs). These PSAs will be shared on various platforms including County websites, local news outlets, and social media channels. Engaging the public through these announcements can significantly enhance the efficiency of the collection and material separation process. Please see the example flyer below that defines material separation for residents:

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:



Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES adheres to FEMA's guideline of three scheduled collections or passes.

In rare cases, particularly following major flooding, additional collections may be warranted.

Field Operations

All eligible debris will be removed from public easements, property, and rights-of-way to designated Disaster Debris Management Sites and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

The illustration to the right depicts a typical post-disaster scenario that involves construction and demolition debris (C&D). In this case, the public is advised through radio, television, social media, and a graphic such as above to place disaster generated debris to the right of way (ROW) in separate piles by debris type for separate collections.



Vegetative Debris

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps.

- ④ Eligibility—Public right of way or improved public property
- ④ Collected from Private property only with FEMA private property debris removal right of entry authority
- ④ Most productive operation combines the collection of leaners and hangers with normal ROW debris collection
- ④ Allows for a wide spectrum of equipment use for productive collection
- ④ Most commonly collected and transported to a Disaster Debris Management Site for processing and haul out
- ④ Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source
- ④ Reduction by burning provides for the most cost-effective processing, if burning is an option

Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing.

- ④ Generally produced from floods, tidal surge and earthquakes
- ④ Allows for a wide variety of equipment use including self-loading apparatus
- ④ Landfill restrictions on material acceptance should be a consideration and can vary by state
- ④ Utilization of DDMS provides opportunity for reduction by material separation and compaction
- ④ Load weight must be monitored particularly upon haul-out to final disposal
- ④ Transportation to final disposal site does not allow for reduction, however is an alternative when travel time is not effected

White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- ④ Separately collected and staged within a designated area at a DDMS or hauled directly to a recycler
- ④ Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- ④ Freon shall be removed by a certified technician under EPA regulations
- ④ Citizens are informed through PSAs, fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- ④ Refrigerators and freezers collected with contents shall be staged for content removal and disposal

White goods shall be recycled, and any derived proceeds handled in accordance with the contractual terms and conditions.

Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas.

- Collected only by trained and certified personnel with proper PPE and typically occurs in advance of load and haul crews
- Collected separately and securely placed in spill-proof containers for transportation to staging at a DDMS or direct transport to a qualified recycler/disposal facility
- When stored at a DDMS, the area is generally lined or bermed or both depending upon the requirements of the state environmental agency
- Proper packaging and transportation is often performed by the recycler

Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord

- Collected separately with one or two collections (passes)
- Generally staged in a specific area of a DDMS or transported directly to a recycler
- Collected in light duty trucks and trailers by general laborers and a supervisor
- Recycling of the items is always the goal

Tires

Tires often appear on the public ROW for collection following flood events or tidal surge.

- Collection can be accomplished separately using light duty equipment
- Transportation directly to the recycler or shredder is preferred
- Tires create a special problem for landfill operators as they tend to rise or float and can ultimately damage the landfill cap
- Federal/state regulations often require a waste hauler permit during transportation

Private Property Debris Removal

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of the City of Ocoee City or its representative, the contractor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety to the City's citizens.

Hazardous Tree and Limb Removal

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by the City of Ocoee City's independent monitoring firm.

- Equipment may include bucket trucks, automated saw trucks, excavators and climbers with chainsaws
- Criteria to deduce if a leaner or hanger is hazardous is:
 - Must be six inches in diameter or greater when measured at chest height
 - More than 50% of the crown damaged or destroyed
 - Split trunk or broken branches that exposed the heartwood
 - Fallen or uprooted within a public use area
 - Leaning at an angle greater than 30 degrees
 - Hanging limbs must be 2 inches in diameter and must pose a threat of falling into an improved public area or public right-of-way

Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the City's monitor. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed may be flush cut)
- Greater than 24 inches in diameter, as measured 24 inches above the ground

- On improved public property or a public right-of-way
- Poses an immediate threat to life, and public health and safety
- Larger stumps are extracted by excavators and loaded upon flat-bed trailers for transport to the DMS or final disposal facility
- Most often, large stumps must be split prior to processing by grinding

Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:

Canal/Waterway Debris Removal

Canal debris removal is most often performed under the oversight of the State Environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris often consists of land based and/or water based removal of targets. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work, but typical methods are:

- Targets identified by side-scan sonar or below surface observation
- Target removal spans from water-bottom to surface debris or limited to designated depths
- When appropriate, debris can be collected with grapples mounted on different sized barges or even small boats
- Land based operations will consist mostly of removal of targets with long reach excavators equipped with a spoils or dredge bucket
- Temporary Offloading Sites can be used to temporarily stage debris prior to transport to a DMS for processing or to final disposal
- When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal

Vehicle and Vessel Removal

DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels. The components of these projects vary from State to State due to legal requirements; but in the case of this operation, the scope of work will develop according to the direction of the City of Ocoee City. Commonly used procedures are:

- Generally, aggregation sites are activated for storage, processing, recordation and access
- For land based recovery, vehicles and vessels are tagged and recorded prior to recovery
- For water based vessel recovery, eligible targets are located and recorded prior to recovery
- Initial notification to owner is sent from VIN information gathered in the field using State Police database (City specific)
- Vehicles and vessels are aggregated on one or more sites and gridded for easy access
- Fluids are removed from each unit within the aggregation site
- Additional notifications are sent to owners using certified mail (if required)
- Private insurance companies are allowed to view and access units
- Vessels and vehicles can be retrieved by owner/insurance or destroyed/recycled
- Vehicles that have not been retrieved are crushed and recycled
- Scrap value proceeds (if any) are disbursed according to the contract

Sand, Soil Recovery, Beach Restoration

Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for decades. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority.

- Typical operating procedure calls for temporary staging site(s) used for storage and processing
 - Processing sand on the beach is a preferred method
 - Soils can sometimes be processed within an established DDMS
- Displaced material can be recovered from adjacent property by the use of skid steers and front-end loaders
- Beach rakes are an effective tool for recovering hidden and surface debris from beach-fronts
- Debris collected from processing is usually taken to an operating debris DDMS for reduction and haul-out to final disposal
- Quantities are generally measured by loader bucket size as the material is loaded to be screened
- Screening of sand and soils using shaker screens and trammels is a preferred procedure
- Production rates generally range between 100 to 200 processed cubic yards per hour
- Stockpiled and processed (clean) material can be returned to its original location
- Beach contours can be re-created by following engineered plan

Expertise in the Removal of Dead Animals and Putrescent Disposal

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Disaster Debris Management Site Operations

Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established DDMS locations will begin:

- Phase One—environmental audit is performed
- The number of DDMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)

DMS Site Plan is established and submitted



Site Access

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

- ④ **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- ④ **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.

Maintenance and Grading - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

Vegetative debris—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris—Stored separately within an area that will facilitate separation, compaction or grinding.

Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

White goods—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

Household Hazardous Waste (HHW)—HHW will be segregated and stored in an approved containment area that may be lined and bermed.

Debris Reduction Methods

Grinding and/or Chipping Operations—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- ④ Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

Burning—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- ④ Reduction by burning provides for the most cost- effective processing, if burning is an option

Compaction—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.

Final Debris Disposal

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.

Recycling Strategies

Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

Aggregates—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

White Goods— Easy to recycle due to abundant processors.

Electronic Waste (E-Waste)—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

Debris Management Site Closeout

Restoration is conducted during the close out phase of each DDMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the City directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- Independent third- party engineers and testing labs may be used
- Post use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants

Final Inspection, Released and Acceptance of the City of Ocoee City and/or Landowner

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.

Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

Accounting and Document Management

DRC maintains a fully staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all times.

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the City (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

Required Documentation

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and can become the invoicing document for the Contract.

Documentation and Recovery Process

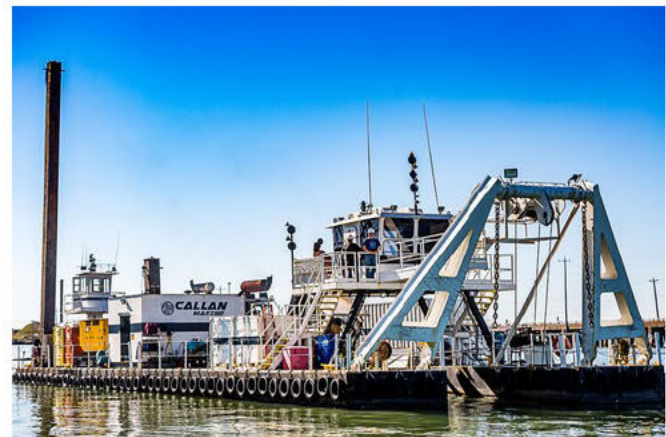
Prior to the beginning of the hurricane season, DRC will meet with the County of Kaufman and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. At all times, DRC will provide the County of Kaufman access to all work sites and disposal areas. DRC, the County of Kaufman and the Debris Management Monitor will have in place at the DDMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving

RECOVER

- *Demolition*
- *Man Camp Services*
- *Post Disaster Temporary Housing*
- *Marine Services*

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS, and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.



Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS, and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.



DRC's sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications.

SLS pioneered the current FEMA S.T.E.P. program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair" and a similar program in Baton Rouge was called "Shelter at Home". These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

SLS is composed of four major divisions: RESPONSE, HEALTH, FEDERAL SERVICES and HOUSING.

Each division is distinct in focus, scope and services provided, but seamlessly utilizes a pool of leadership, talent, resources and financial capabilities. With this industry collaboration, SLS is able to successfully execute any assignment they undertake. Their experience and qualifications, bolstered by the capabilities of our highly experienced team, allow us to offer unparalleled service to our clients.



DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements

For over ten years, Callan Marine has been serving public and private clients by providing crucial dredging services and executing new maritime construction and expansion projects. We restore berthing depths for ship docks and navigation channels, facilitating transportation in our nation's waterways.

With a mission of safety, quality, and integrity, Callan Marine can customize a response solution for you.

Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.

EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize lead times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Proposed Subcontractors

To augment our resources and ability to quickly respond, DRC has teamed with RPF Emergency Services, LLC. This alliance provides vital local knowledge and allows DRC to establish relationships with other local civil contractors.

Local S/M/WBE Resource Program

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- Governmental databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach
 - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Local Team Partners, Vendors, and Subcontractors

DRC maintains a network of hundreds of subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements.

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- "Hands on" technical assistance to a variety of companies
- Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will

be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans.
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Prompt Payment of Subcontractors

Subcontractors are paid every Friday, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.

AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

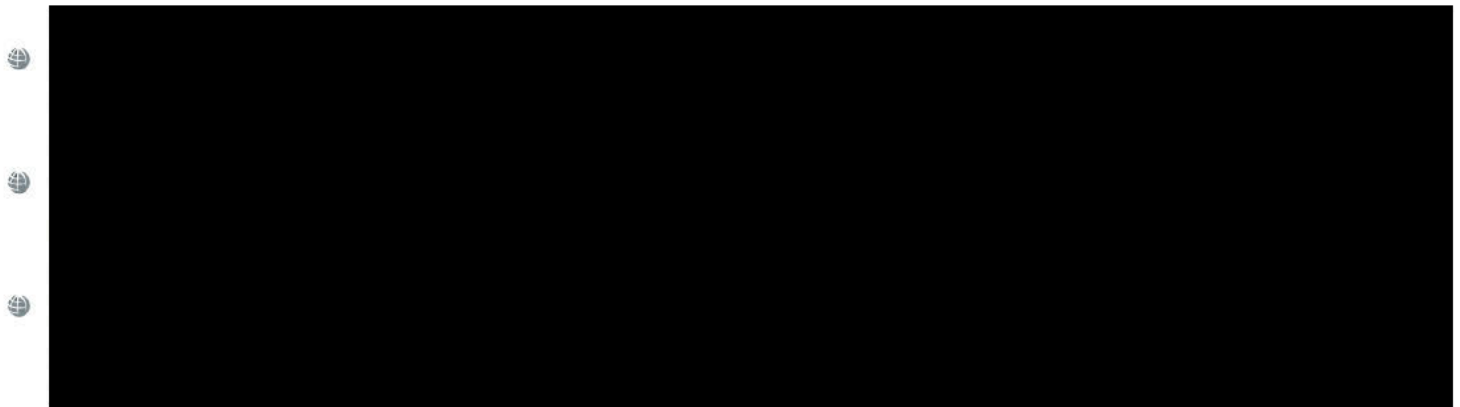
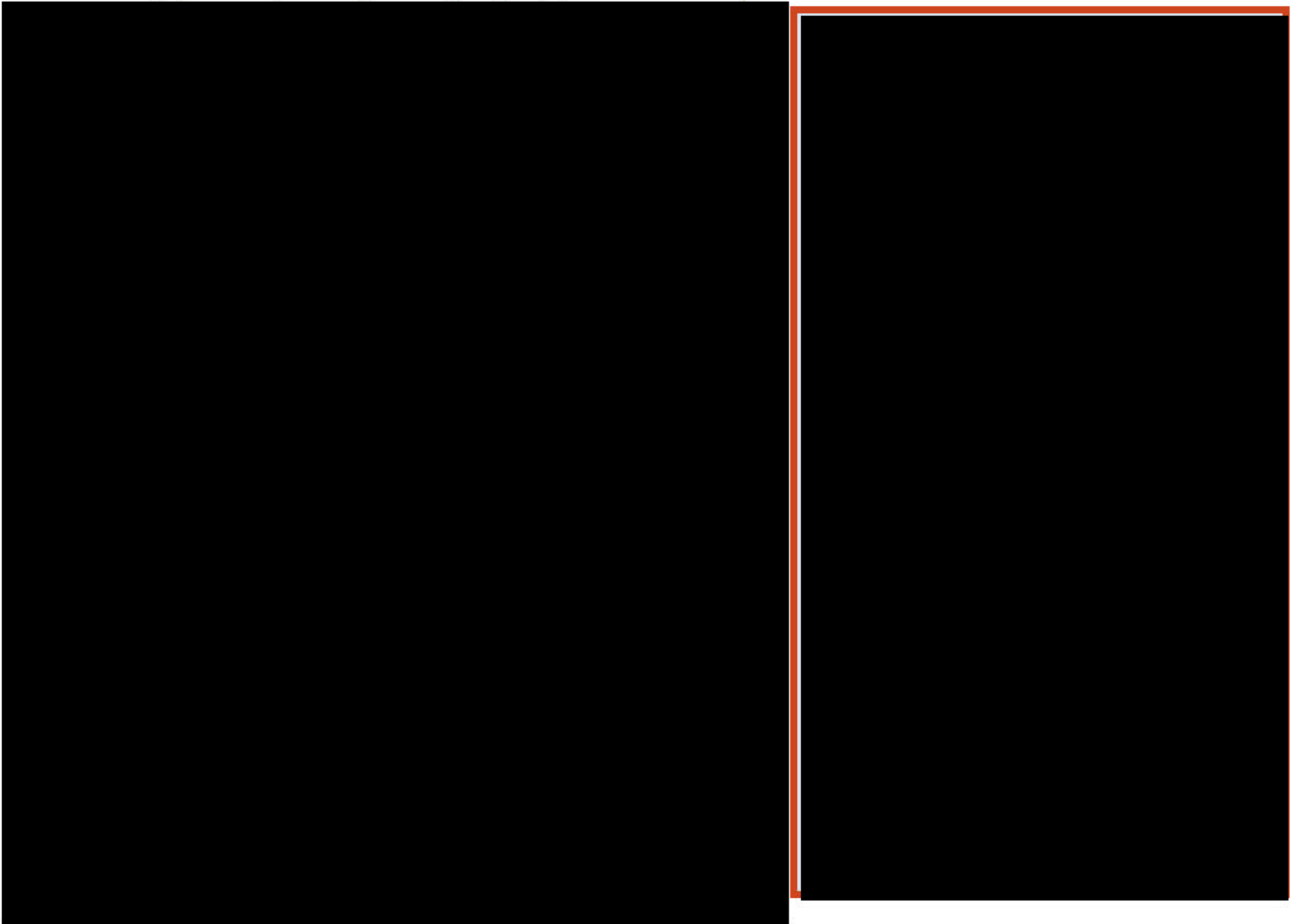
DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

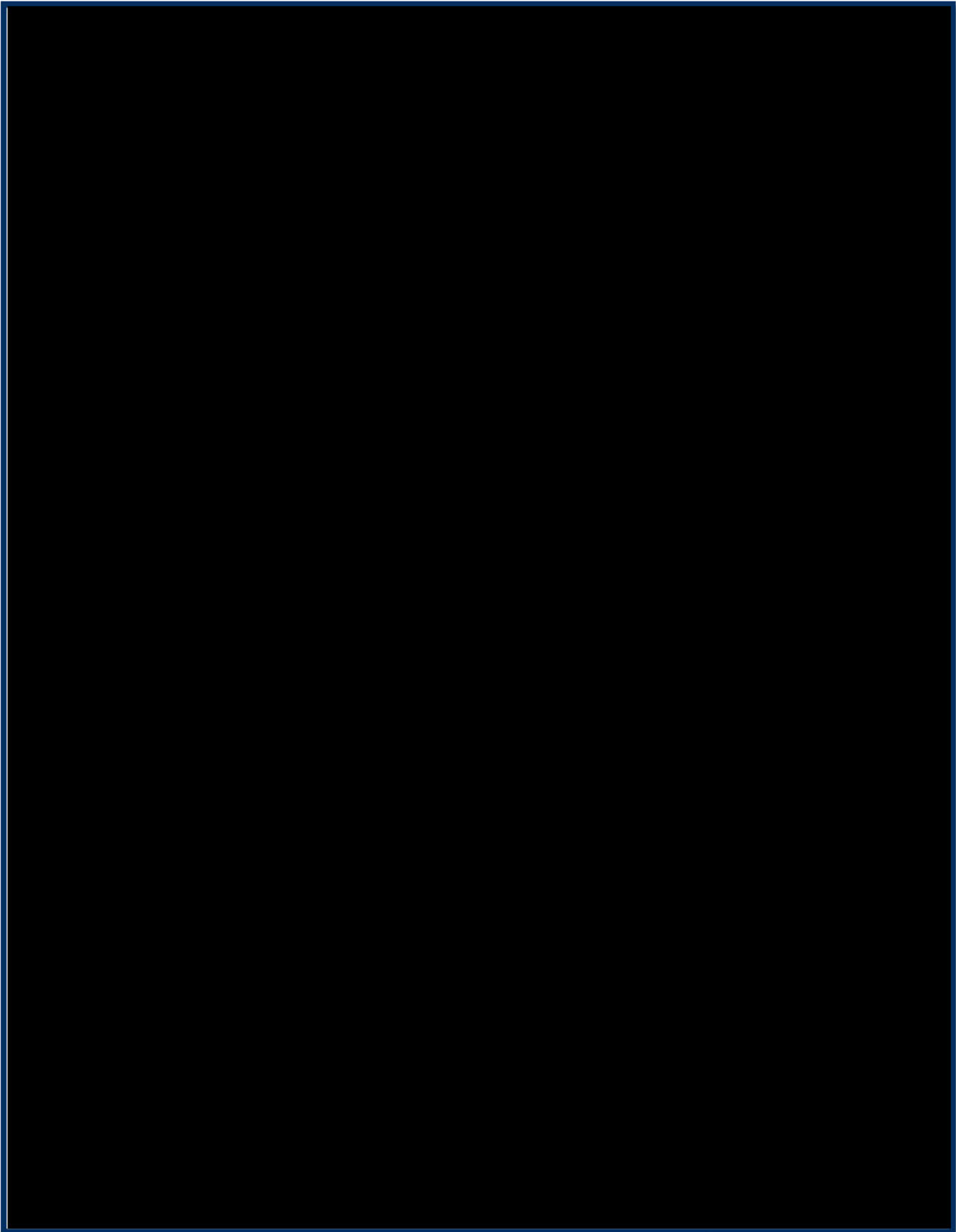
It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

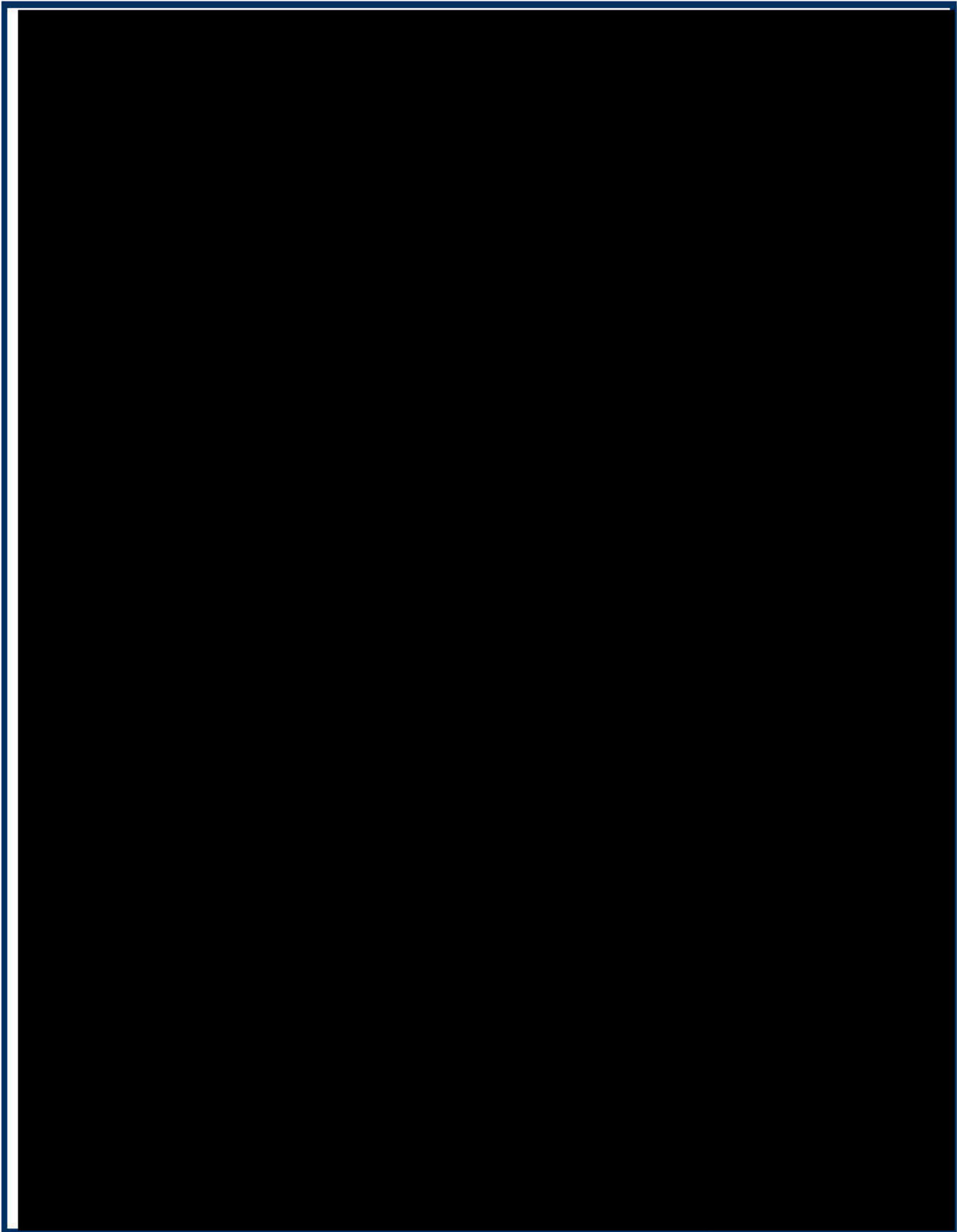
Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

FINANCIAL STRENGTH & STABILITY



DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.






CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043		CONTACT NAME: Turner Murphy PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: turner.murphy@mcgriff.com															
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Crum & Forster Specialty Insurance Company</td> <td>44520</td> </tr> <tr> <td>INSURER B: United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER E: Vantage Risk Specialty Insurance Company {16275}</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Insurance Company	44520	INSURER B: United States Fire Insurance Company	21113	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Argonaut Insurance Company	19801	INSURER E: Vantage Risk Specialty Insurance Company {16275}		INSURER F:	
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INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 6ZA4S2C2		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ECG107202	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1387748556	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DEF. RETENTION \$			EPX125034	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001307608 TX 929088471754 OS	03/31/2024	03/31/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution & Errors & Omissions			P03CP0000055600	03/31/2024	03/31/2025	Contractor's Pollution \$ 5,000,000 Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

 DRC Emergency Services, LLC
 111 Veterans Memorial Blvd., Suite 401
 Metairie, LA 70005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Michael Broadlove, Jr

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ACORD 25 (2016/03)

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Ability to Manage Multiple Contracts

DRC has experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our management approach is grounded in using highly qualified operational management teams coupled with area/sector/site managers, who provide strong management control, and a single point of contact for communication, responsibility, and accountability. DRC empowers managers to reassign resources as needed and to resolve project, cost, or schedule issues at the lowest possible level. DRC's management staff is provided state-of-the-art resource planning and forecasting systems.

DRC's process for managing multiple task orders has been successfully applied to more than 650 projects over the course of multiple events. Highlights of this proven management process include:

- ✓ *Assigning a Program Manager with the authority to commit resources to ensure proper levels of staffing*
- ✓ *Conducting quarterly meetings with clients, DRC's Program Manager, and other key staff, to review active task orders and overall implementation of the contract*
- ✓ *Providing autonomous decision-making authority to the Operations Manager at the task order execution level to avoid delays*
- ✓ *Developing a Communication Plan to clarify roles and responsibilities, identify all project stakeholders, provide a set format/time for communications, and clearly show the chain of command structure*
- ✓ *Allowing for consistency across multiple task orders through the use of proven project management and field activity control policies, plans, systems, and procedures*
- ✓ *Identifying critical schedule and quality impacts by holding monthly project review meetings with key subcontractors*
- ✓ *Developing look-ahead schedules that indicate resource requirements*

Ability to Manage Multiple Contracts

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2024 DERECHO, SEVERE WEATHER EVENT

- Following the severe weather events that affected many areas throughout Texas and Louisiana, DRC is currently assisting 10 jurisdictions in its recovery efforts. We are currently managing and operating 5 debris management sites.

2023 TORNADOS, WINTER STORMS & HURRICANE IDALIA

- DRC was activated in 22 jurisdictions, managed 13 DMS sites, and removed and disposed of over 2,100,000 cubic yards of debris.

2022 HURRICANE IAN

- DRC was activated in 19 jurisdictions, managed 21 DMS sites, and removed and disposed of over 4,900,000 cubic yards of debris.

2021 HURRICANE IDA

- DRC was activated in 41 jurisdictions, managed 89 DMS sites, and removed and disposed of over 17,900,000 cubic yards of debris.

2020 HURRICANE SEASON

- DRC was activated in 52 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed over 5,900,000 cubic yards of debris.

2019 STORM SEASON

- DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry, Dorian, and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed 5 temporary staging and reduction sites in total and removed approximately 210,000 cubic yards of debris.

2018 HURRICANE MICHAEL

- DRC was active in 9 jurisdictions, managed 27 debris management sites and removed approximately 5,800,000 cubic yards of debris.

2018 HURRICANE FLORENCE

- DRC was concurrently activated in 14 jurisdictions, managed 18 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 HURRICANE MARIA

- DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 temporary staging and reduction sites and removed over 1,100,000 cubic yards of debris.

2017 HURRICANE IRMA

- DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 3,600,000 cubic yards of debris.

2017 HURRICANE HARVEY

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 temporary staging and reduction sites during this activation.
- DRC recovered and reduced over 3,500,000 cubic yards during this activation.

2016 HURRICANE HERMINE

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 LOUISIANA SEVERE FLOODING DR4277

- DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two temporary staging and reduction sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

WINTER STORM JONAS 2016

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

ICE STORM PAX 2014

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 temporary staging and reduction sites reducing and recycling over 1.5 million cubic yards of debris.

THE HURRICANE SEASON OF 2012

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six temporary staging and reduction sites in Louisiana alone.

Recent Relevant Work Experience

Please see below summary of projects performed by DRC over the last decade. Due to page limitations, DRC will provide a full past performance upon request.

2024	Activations	Temporary Sites	Cubic Yardage	Contract Value
Severe Weather Events	Alabama: Dauphin Island (Town of) Florida: Jackson County, Florida A&M University Louisiana: Louisiana Department of Transportation- District 07, Lafourche Parish, Tangipahoa Parish, East Baton Rouge Parish, Iberville Parish, Pointe Coupee (City of) Texas: City of Houston and Harris County	2	TBD	Projects are ongoing \$2,000,000.00,
2023	Activations	Temporary Sites	Cubic Yardage	Contract Value,
Severe Weather Events & Maintenance Contracts	Alabama: Dauphin Island (Town of), City of Enterprise Florida: City of Hollywood, Manatee County, City of Pembroke Park, Sarasota County Louisiana: East Baton Rouge Parish/City of Baton Rouge, Cameron Parish Police Jury, City of Lake Charles Tennessee: City of Lakeland Texas: City of Austin, City of Houston, City of Lakeway, City of Tyler, Republic Services, Harris County, TX Flood Control District	1	1,048,139	\$25,071,085
Oregon & Gray Fires	Washington: State of Washington	N/A	N/A	\$1,590,213
Hawaii Fires	Hawaii: Maui	N/A	N/A	\$21,238,681
Tornadoes	Alabama: City of Selma, AL Department of Transportation – Dallas County Arkansas: City of Little Rock Mississippi: City of Moss Point, Monroe County Oklahoma: City of Shawnee, Pottawatomie County	7	1,391,475	\$19,941,646
Hurricane Idalia	Georgia: Georgia Department of Transportation – Chatham County Florida: Citrus County, City of Crystal River, City of New Port Richey, Florida A&M University, FDOT District 2 (Chiefland, Gainesville, Lake City, Perry, St. Augustine)	5	37,748	\$1,194,096
2022	Activations	Temporary Sites	Cubic Yardage	Contract Value
Severe Weather Events & Maintenance Contracts	Florida: Manatee County Louisiana: Pointe Coupee Parish, City of Monroe, East Baton Rouge Parish/City of Baton Rouge North Carolina: City of Greenville South Carolina: South Carolina Department of Transportation – Jasper Tennessee: City of Lakeland Texas: City of Houston, Atascocita Community Improvement Association (Houston, TX), City of Austin Virginia: City of Richmond	N/A	238,595	\$22,959,139
Flooding	Colorado: Larimer County Missouri: City of St. Charles, County of St. Charles	N/A	17,606	\$1,862,050

Tornadoes	Louisiana: St. Charles Parish, St. Bernard Parish	1	78,428	\$864,621
Hurricanes Ian & Nicole	Florida: City of Bradenton, City of DeBary, City of Deland, City of Daytona Beach, Florida Department of Emergency Management, Florida Department of Environmental Protection, FL Department of Transportation Districts 1, 2, & 5, City of Lakeland, School District of Lee County, Town of Longboat Key, City of Maitland, Manatee County, Sarasota County, The School Board of Sarasota County, City of St. Augustine, Moffitt Services, City of St. Augustine, City of Hollywood	21	4,998,953	\$351,628,392
2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
Severe Weather Events & Maintenance	Alabama: State of Alabama Department of Conservation and Natural Resources, City of Mobile Florida: Pinellas County Louisiana: Ascension Parish, East Baton Rouge Parish/City of Baton Rouge, City of Central Texas: TxDOT Brazoria County, City of Houston, City of Austin, City of Dallas, Harris County, Texas Republic Services, Galveston County, City of Galveston	3	442,111	\$18,180,716
Hurricane Ida	Alabama: Town of Dauphin Island Louisiana: Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Freshwater District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Town of Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, LADOTD 02, Lafourche Parish, Lafourche School District, Town of Litcher, Village of Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Governor's Office of Homeland Security, City of Kenner, Jefferson Parish Sheriff's Office Florida: FDOT District 2 Pennsylvania: Montgomery County	89	17,994,482	\$333,400,891
Tornadoes	Alabama: Calhoun County, Shelby County, Randolph County – ACCA Georgia: Coweta County Kentucky: City of Mayfield, USACE – Graves County	4	827,146	\$21,477,531
Tropical Storm Nicholas	Texas: City of Bay City, TX Department of Transportation, Matagorda County	2	30,236	\$587,231
Marshall Fires	Colorado: Boulder County	N/A	N/A	\$27,116,548
2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Zeta	Alabama: Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County Georgia: Forsyth County Louisiana: New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish Mississippi: Lucedale, Moss Point, Stone County	21	1,802,022	\$32,680,711

Hurricane Delta	Louisiana: Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	6	560,939	\$7,034,400
Hurricane Sally	Alabama: Dauphin Island, Mobile, Mobile County, Pritchard, Semmes Florida: Gulf Breeze, Mary Esther, Niceville	10	840,327	\$15,097,451
Hurricane Laura	Louisiana: Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish Texas: Matagorda County	16	2,530,839	\$36,477,281
Hurricane Isaias	Florida: Deland, North Carolina: City of Wilmington	2	237,497	\$2,744,713
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
2019 Hurricane Season	Louisiana: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge Florida: City of Miami Beach North Carolina: Town of Pine Knoll Shores, Wilmington, Pender County Texas: Jefferson County, City of Liberty, Nederland, and Houston	7	390,713	\$5,880,537
2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Michael	Florida: Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City Georgia: Colquitt	33	5,845,393	\$99,240,250
Hurricane Florence	North Carolina: Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejeune	31	2,450,485	\$66,173,873
Alabama Tornado Outbreaks	Alabama: Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Harvey	Texas: Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	4,283,624	\$124,470,804
Hurricane Irma	Florida: Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach	3,692,035	\$45,093,237	3,692,035

	Gardens, Pembroke Pines, Redington Beach, and St. Augustine Georgia: Brunswick			
Hurricane Maria	Puerto Rico: Department of Transportation and Public Works, Puerto Rico's Department of Parks and Recreation	1,139,212	\$82,088,685	1,139,212

3 Year Current and Past Performance

Please see below for projects performed by DRC over the last three years. Project values below with asterisks (*) are in progress and amounts are subject to change. Florida specific projects are highlighted in grey.

2024	Contracting Agency	Description of Work	Contract Amount
May	Baker, (City of), LA	Severe Thunderstorms and Dangerously High Winds	TBD
May	Vermillion Parish, LA	Severe Thunderstorms and Dangerously High Winds	TBD
May	Houston (City of), Texas	May Derecho (DR-4781)	TBD
May	Harris County, Texas	May Derecho (DR-4781)	TBD
May	Florida A&M University	Debris Removal in Response to May Tornado	\$99,800.00
May	Iberville Parish, LA	Severe Thunderstorms and Dangerously High Winds	TBD
May	Pointe Coupee Parish, LA	Bulk Waste Removal	\$19,725.00
May	Lafourche Parish, LA	Specialty Demolition Project in Response to Hurricane Ida	TBD
March	Louisiana Department of Transportation-District 07	Contingency Contract for Disaster Debris Removal - Hurricane Laura	*\$181,056.53
January	East Baton Rouge Parish/City of Baton Rouge	Blight Reduction Services	*\$452,250.00
January	Jackson County, FL	Debris Removal and Disposal Services	\$753,405.79
January	Town of Dauphin Island, AL	Contract for Sand	\$44,450.00
January	State of Washington	Debris Cleanup Services - Spokane, WA - Oregon & Gray Fires	\$1,590,213.96
2023	Contracting Agency	Description of Work	Contract Amount
December	Georgia Department of Transportation - Chatham County	Reduction and Haul Out in response to Hurricane Idalia DR-4738-GA	\$183,545.00
December	Harris County, TX Flood Control District	Bender Road Vegetation Reduction	\$120,807.24
November	Hollywood (City of), FL	Beach Sand Removal	\$44,385.00
October	City of Pembroke Park, FL	Dead Fish Removal and Disposal Services	\$5,000.00
October	Dawson Solutions, LLC	Maui Wildfires -Environmental Assessment Project DR-4724	\$21,238,681.02
September	Louisiana Department of Transportation - District 62	Hazardous Tree Removal and Disposal in response to Hurricane Ida - DR-4611	\$1,234,916.48
September	City of New Port Richey, FL	Disaster Recovery and Debris Removal Services - DR-4734	\$9,558.44
September	Town of Dauphin Island, AL	Contract for Sand	\$34,912.50
September	City of Crystal River, FL	Emergency Debris Management Services - DR-4734	\$177,452.54

September	Citrus County, FL	Emergency Debris Management Services - DR-4734	\$394,586.09
August	Florida A&M University	Emergency Debris Management Services - DR-4734	\$6,986.00
August	Florida Department of Transportation - District 2 Lake City Maintenance	Hurricane Idalia Cut and Toss - DR-4734	\$56,012.50
August	Florida Department of Transportation - District 2 Chiefland Maintenance	Hurricane Idalia Cut and Toss - DR-4734	\$102,081.25
August	Florida Department of Transportation - District 2 Gainesville Maintenance	Hurricane Idalia Cut and Toss - DR-4734	\$96,450.00
August	Florida Department of Transportation - District 2 Perry Maintenance	Hurricane Idalia Cut and Toss - DR-4734	\$117,425.00
August	Florida Department of Transportation - District 2 St. Augustine Maintenance	Hurricane Idalia Cut and Toss - DR-4734	\$50,000.00
August	East Baton Rouge Parish/City of Baton Rouge	Blight Reduction Services	\$52,250.00
August	East Baton Rouge Parish/City of Baton Rouge	Contract for Debris Removal Assistance	\$189,263.93
July	City of Enterprise, AL	Bulk Waste and Brush Removal	\$65,000.00
July	City of Lakeland, TN	Emergency Debris Removal Services	\$241,575.73
June	Harris County, TX	Disaster Debris Removal and Disposal	\$539,066.34
June	City of Moss Point, MS	Contract for Debris Removal Assistance	\$548,329.45
June	Cameron Parish Police Jury	Private Property Debris Removal Program - Batch 1	\$87,500.00
June	City of Shawnee, OK	Debris Removal Services - April 2023 Tornado - DR-4706-OK	\$1,040,755.99
May	City of Selma, AL	Debris Removal Services - DR-4684	\$2,634,828.54
May	Republic Services	Contract for Bulky Waste Removal	\$131,492.50
May	City of Houston, TX	Mechanical and/or hydraulic dredging of sand and sediment from public waterways	\$6,153,335.55
May	Sarasota County, FL	Biological Marine Debris Collection and Disposal Services	\$35,704.79
April	Shawnee (City of), OK - State Contract	Debris Removal Services - April 2023 Tornado - DR-4706-OK	\$3,520,080.99
April	Little Rock (City of), AR	2023 Tornado Removal and Disposal of Storm Debris - DR-4748-AR	*\$6,807,973.76
April	Monroe County, MS	Contract for Tornado Debris and Removal Services - DR-4727-MS	\$1,450,766.49
March	Pottawatomie County, OK	February 2023 Tornado- Debris Removal	\$18,621.49
March	Manatee County, FL	Red Tide-Fish Kill	\$26,483.00
February	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	\$7,391,566.57
February	City of Tyler, TX	Bulk Waste & Brush Services - Winter Storm Mara - DR-4705-TX	\$296,730.00

February	City of Lakeway, TX	Bulk Waste & Brush Services - Winter Storm Mara - DR-4705-TX	\$694,710.00
February	City of Austin, TX	Winter Storm Mara - Disaster Debris Removal - DR-4705-TX	\$8,587,852.75
January	Alabama Department of Transportation - Dallas County	Dallas County Tornado - DR-4684	\$3,874,233.70
January	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - Hurricane Laura	\$193,450.00
January	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - Hurricane Laura	\$180,000.00
2022	Contracting Agency	Description of Work	Contract Amount
December	Manatee County, FL	Red Tide-Fish Kill	\$13,495.00
December	St. Charles Parish, LA	Winter Tornado Debris Removal	\$97,343.44
December	St. Bernard Parish, LA	Winter Tornado Debris Removal	\$168,914.02
November	Florida Department of Emergency Management - JV	Debris Removal- Hurricane Ian DR-4673	*\$68,159,524.14
November	Florida Department of Environmental Protection - JV (sub)	Waterway Debris Removal – Hurricane Ian DR-4673	*\$244,384,648.42
November	City of St. Augustine, FL	Hurricane Nicole – Debris Removal	\$24,196.37
November	City of Hollywood, FL	Hurricane Nicole - Hourly work	\$14,953.75
October	City of Houston, TX	Mechanical & Hydraulic Dredging	\$1,936,596.32
October	The School Board of Sarasota County	Debris Removal	\$85,088.88
October	Moffitt Services	Hourly Grapple Truck Services	\$168,625.00
October	Florida Department of Transportation - District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal - Hurricane Ian DR-4673	\$595,178.64
October	School District of Lee County, FL	Disaster Recovery Services - Hurricane Ian DR-4673	\$315,397.81
October	City of Debary, FL	Debris Removal Services - Hurricane Ian DR-4673	\$943,747.84
October	City of St. Augustine, FL	Debris Removal Services - Hurricane Ian DR-4673	\$59,775.35
October	City of Bradenton, FL	Debris Clearance and Removal Services - Hurricane Ian DR-4673	\$302,085.74
October	City of Lakeland, FL	Annual Disaster and Debris Management Services - Hurricane Ian DR-4673	\$1,654,141.04
October	City of Daytona Beach, FL	Debris Removal and Services Contract - Hurricane Ian DR-4673	\$3,103,999.90
October	City of Deland, FL	Debris Removal Services - Hurricane Ian DR-4673	\$961,843.88
October	Town of Longboat Key, FL	Debris Removal Services - Hurricane Ian DR-4673	\$334,105.91
October	Florida Department of Transportation - District 5	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations - Hurricane Ian DR-4673	\$158,673.58
September	Sarasota County, FL	Meal Services - Hurricane Ian DR-4673	\$1,270,800.00
September	Florida Department of Transportation -District 2 Perry	Hurricane Ian Cut and Toss DR-4673	\$15,000.00

September	Florida Department of Transportation -District 2 Chiefland	Hurricane Ian Cut and Toss DR-4673	\$25,281.50
September	Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal - Hurricane Ian DR-4673	\$20,962,892.48
September	Manatee County, FL	Debris Management Services - Hurricane Ian DR-4673	\$7,947,281.37
September	City of Maitland, FL	Emergency Debris Hauling and Disposal - Hurricane Ian DR-4673	\$141,151.33
September	City of Richmond, VA	Reduction and Haul Out	\$315,000.00
September	Atascocita Community Improvement Association (Houston, TX)	Canal Rip Rap Installation & Debris Removal	\$59,352.00
August	City/County of St. Charles	2022 Flooding	\$11,979.84
July	Larimer County, CO	2022 July Flash Flooding – Debris Management Services & Sediment Removal	\$1,850,071.00
July	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou	*\$11,029,963.18
July	Mayfield (City of), KY	Disaster Debris Removal Services (PPDR) in response to the Tornado	\$5,265,817.88
July	Lake Charles (City of), LA	Private Property Debris Removal (Demolition) in response to Hurricane Laura DR-4559	\$218,136.00
May	City of Austin, TX	Bulk Waste Debris Removal	\$1,019,362.50
April	Boulder County, CO	Marshall Fire County Wide PPDR Phase 2	\$26,845,411.29
March	South Carolina Department of Transportation - Jasper	Maintenance On Call Tree Trimming and Removal	\$89,072.00
March	St. Bernard, LA	2022 Tornado	\$598,364.26
February	City of Houston, TX – Roger's Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$7,007,416.52
February	City of Lakeland, TN	2022 Ice Storm Debris Cleanup	\$103,766.00
February	LADOTD 02 Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning – Hurricane Ida H.972442-26 DR-4611	\$3,821,678.00
January	Pointe Coupee Parish, LA	Bulky Waste	\$6,487.50
January	City of Greenville, NC	Bulk Delivery of Road Salt	\$20,000.00
January	South Carolina Department of Transportation	Winter Storm Izzy	\$40,135.00
January	Boulder County, CO	Marshall Fires Phase 1	\$266,716.84
January	City of Monroe, LA	Bulk Waste Debris Removal	\$271,600.00
2021	Contracting Agency	Description of Work	Contract Amount
December	TXDOT Brazoria County	Debris Removal – Tropical Storm Nicholas	*\$615,045.70
December	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	\$192,815.28
December	TXDOT	Disaster Debris Removal Services – Tropical Storm Nicholas	\$53,407.50
December	USACE - Graves County, Kentucky	2021 Tornadoes	\$12,640,181.52

December	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$631,513.60
December	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,287,635.40
October	Village of Napoleonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$38,941.40
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,690,963.63
October	Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$3,140,135.00
September	Bay City, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$236,335.95
September	Matagorda County, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$298,988.17
September	Lafourche School District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$429,298.01
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,890,173.13
September	St Charles Parish, LA	Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,339,823.10
September	Sorrento, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$115,857.17
September	Town of Gramercy, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$305,274.00
September	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$13,537.50
September	Iberville Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$140,329.15
September	Assumption Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$215,899.11
September	Baker, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$135,403.20
September	St. Tammany Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$43,757,042.06
September	Town of Litcher, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$424,647.81
September	Montgomery County, PA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,944,812.49
September	Donaldsonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$282,656.27
September	Central, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$441,364.66
September	St. James Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$1,381,257.45
September	Ascension Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,289,860.19
September	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$35,754,679.92

September	LADOTD 61	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,913,629.58
September	LADOTD 62	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$30,900,053.55
August	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$44,199,509.53
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$42,275,640.66
August	Abita Springs, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$26,868
August	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$18,672,467.27
August	Lafourche Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$17,253,946.46
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$10,938,467.34
August	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,253,489.28

References

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Monroe County, MS April 2023 - Present	Disaster Debris Removal Services in response to a tornado	*\$1,450,766.49	128,502	Daniel Williams, <i>Road Manager</i> Phone: (662) 304-0019 dwilliams@monroems.com 101 Highway 8 West Aberdeen, MS 39730
Daytona Beach, FL October 2022- January 2023	Debris Removal and Services Contract - Hurricane Ian	\$3,103,999.90	339,952.00	David Waller, <i>Deputy Director of Public Works</i> Phone: (321) 246-2331 wallerdavid@codb.us 950 Bellevue Avenue Daytona Beach, FL 32114
Lakeland, FL October 2022- December 2022	Annual Disaster and Debris Management Services - Hurricane Ian	\$1,654,141.04	112,785.00	Gene Ginn, <i>Manager of Solid Waste</i> Phone: (727)692-9797 Gene.Ginn@lakelandgov.net 228 Massachusetts Ave., Lakeland, FL 33801

Please see Exhibit C – Price Proposal attached.

Please note under Tree Removal Section: Leaners and Hangers include haul to DMS. Hangers priced by each limb.

EXHIBIT "C" (page 1 of 2)
PROPOSAL FORM FOR RFP #24-009 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS REMOVAL TERM CONTRACT

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity*</u>	<u>Unit Price**</u>	<u>Total</u>
Phase I – collection, hauling to staging site, reduction				
Loading and Hauling Debris to a TDSR (Price to include MOT)	Cubic Yard	360	\$ 11.98	\$ 4,312.80
Reduction by Grinding at the TDSR	Cubic Yard	500	\$ 3.12	\$ 1,560.00
Reduction by Incineration at the TDSR	Cubic Yard	300	\$ 1.22	\$ 366.00
<u>Stumps</u>				
24" - 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	10	\$ 190.00	\$ 1,900.00
> 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	5	\$ 325.00	\$ 1,625.00
Sweeping Curb and Gutter	Hour	16	\$ 85.00	\$ 1,360.00
Vacuum Inlets	Hour	12	\$ 100.00	\$ 1,200.00
Removal of Hanging Limbs (> 2" @ break)	Each	100	\$ 74.00	\$ 7,400.00
<u>Tree Removal</u>				
Damaged or leaning Trees with less than fifty (50) percent of their root-ball exposed (Flush cut to ground level.)				
6" to <12" @ 4.5' measured above ground level	Each	10	\$ 70.00	\$ 700.00
12" to <18" @ 4.5' measured above ground level	Each	5	\$ 170.00	\$ 850.00
18" to 24" @ 4.5' measured above ground level	Each	5	\$ 260.00	\$ 1,300.00
>24" @ 4.5' measured above ground level	Each	5	\$ 320.00	\$ 1,600.00
Damaged or leaning Trees with greater than fifty (50) percent of their root-ball exposed. (Price includes tree and root-ball removal, and filling of the root-ball hole)				
6" to <12" @ 4.5' measured above ground level	Each	10	\$ 110.00	\$ 1,100.00

EXHIBIT "C" (page 2 of 2)

12" to <18" @ 4.5' measured above ground level	Each	5	<u>\$ 250.00</u>	<u>\$ 1,250.00</u>
18" to 24" @ 4.5' measured above ground level	Each	5	<u>\$ 350.00</u>	<u>\$ 1,750.00</u>
>24" @ 4.5' measured above ground level	Each	5	<u>\$ 400.00</u>	<u>\$ 2,000.00</u>
Loading and Hauling C&D Debris	Cubic Yard	270	<u>\$ 13.34</u>	<u>\$ 3,601.80</u>
White Goods and Hazardous Household Waste Disposal	Each	20	<u>\$ 40.00</u>	<u>\$ 800.00</u>
Freon Recovery	Unit	10	<u>\$ 25.00</u>	<u>\$ 250.00</u>

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	Cubic Yard	360	<u>\$ 2.84</u>	<u>\$ 1,022.40</u>
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Disposal/Tipping Fees will be reimbursed at actual cost; do not include in prices.

TOTAL PRICE \$ 35,948.00

* Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by Engineer.

** If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal.

Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Bid Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Proposer: DRC Emergency Services, LLC

Please see Required Forms listed below attached.

- Conflict of Interest Disclosure Form
- Company Information/Signature Sheet
- Bid Security
- Surety Company Letter of Intent
- Drug-Free Workplace Program Form
- Contractor E-Verify Affidavit Form
- SAM.gov Registration Information Form
- Byrd Anti-Lobbying Amendment Certification Form
- Public Entity Crimes Form
- Certification of Nondiscriminatory Labor Practices Form
- Certification of Non-Segregated Facilities Form
- Certification Regarding Scrutinized Companies Form
- Litigation Summary Statement



EXHIBIT "O"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, or any FEMA, FHWA, FDOT employee, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

DRC Emergency Services, LLC

Firm Name

Signature

Kristy Fuentes, Vice President, Secretary, Treasurer

Name and Title (Print or Type)

Date

6/24/24

EXHIBIT "P"
RFP #24-009 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

DRC Emergency Services, LLC
COMPANY NAME

(888) 721-4372
TELEPHONE (INCLUDE AREA CODE)

(504) 482-2852
FAX (INCLUDE AREA CODE)

kfuentes@drcusa.com
E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)
Kristy Fuentes, Vice President, Secretary, Treasurer
NAME/TITLE (print)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

111 Veterans Memorial Blvd. Suite 401
STREET ADDRESS

Metairie Louisiana 70005
CITY STATE ZIP

FEDERAL ID # 63-1283729

____ Individual; ____ Corporation; ____ Partnership; ☒ Other (Specify) Limited Liability Company

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this
____ day of _____, 2024.

Personally Known ☒ or
Produced Identification _____

(Type of Identification)

Notary Public - State of Louisiana
County of Jefferson


Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, DRC Emergency Services, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Ocoee, as Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000.00) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for RFP #24-009 - Emergency-Disaster Debris Removal Term Contract ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of July, 2024.

DRC Emergency Services, LLC

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

David T. Miclette

, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

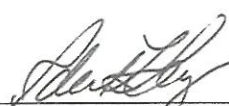
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

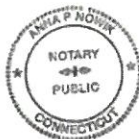
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

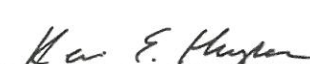
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of July, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

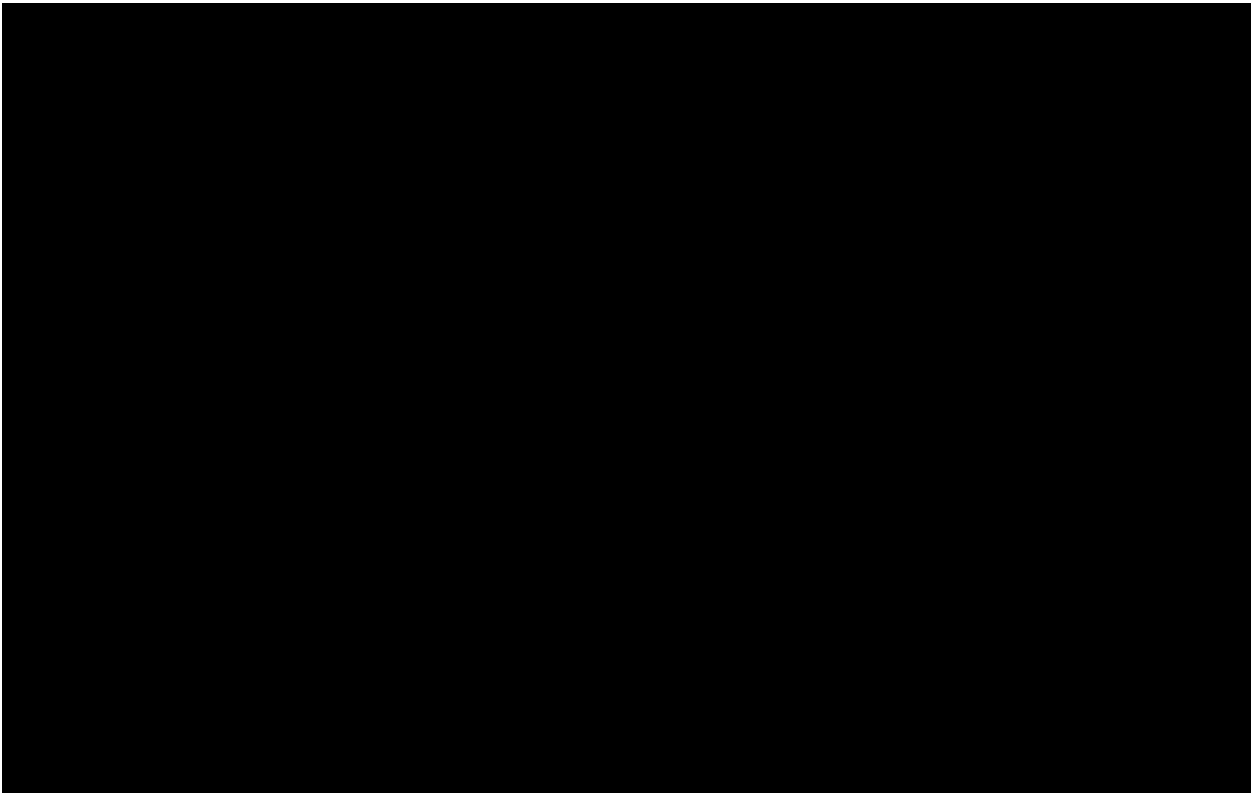


Drew Kratzer
Associate Account Executive
Travelers Bond
4650 Westway Park Blvd
Houston, TX 77041
(281) 606-8406
DKratzer@Travelers.com

June 20, 2024

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

Re: DRC Emergency Services, LLC
Project: RFP #24-009 Emergency-Disaster Debris Removal Term Contract



Sincerely,

Andrew P. Kratzer, Jr., Associate Account Executive

EXHIBIT "G"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

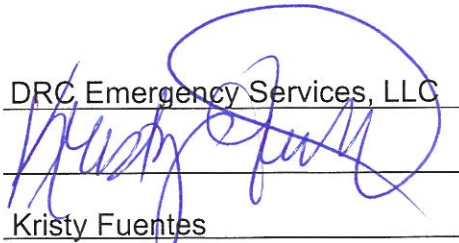
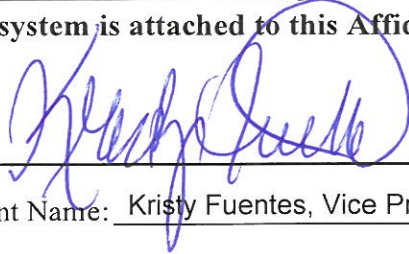
Bidder: DRC Emergency Services, LLC
Signature: 
By: Kristy Fuentes
(Print or Type Name)
Title: Vice President, Secretary, Treasurer
Date: 6/24/24

EXHIBIT "H"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that DRC Emergency Services, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of DRC Emergency Services, LLC [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**



Print Name: Kristy Fuentes, Vice President, Secretary, Treasurer

Date: 6/24/24

STATE OF ~~KKORXXA~~ Louisiana

~~XXXXXXXXXX~~ Jefferson Parish

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of June 2024 (date) by Kristy Fuentes (name of officer or agent, title of officer or agent) of DRC Emergency Services, LLC (name of contractor company acknowledging), a Louisiana (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

CARY A. DES ROCHES

NOTARY PUBLIC

State of Louisiana, Bar No. 19550

My Commission is for life

Name typed, printed or stamped

My Commission Expires: _____

Company Information

Company Name
DRC Emergency Services, LLC
DUNS Number
--

Company ID Number
99249

Doing Business As (DBA) Name
--

Physical Location

Address 1
6702 Broadway

Address 2
--

City
Galveston

State
TX

Zip Code
77552

County
GALVESTON

Mailing Address

Address 1
P O Box 17017

Address 2
--

City
Galveston

State
TX

Zip Code
77552

Additional Information

Employer Identification Number
631283729

Administrator
--

Total Number of Employees
20 to 99

Parent Organization
--

Organization Designation

Employer Category
--

[View / Edit](#)

NAICS Code
561 - ADMINISTRATIVE AND SUPPORT
SERVICES

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
1

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



DRC EMERGENCY SERVICES, LLC

Unique Entity ID KLQXF6DU7EZ6	CAGE / NCAGE 4A7V9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 4, 2025	
Physical Address 111 Veterans Memorial BLVD STE 401 Metairie, Louisiana 70005-3056 United States	Mailing Address 111 Veterans Memorial BLVD Suite 401 Metairie, Louisiana 70005 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Louisiana 01	State / Country of Incorporation Alabama / United States	URL (blank)

Registration Dates

Activation Date Apr 15, 2024	Submission Date Apr 4, 2024	Initial Registration Date Feb 2, 2006
--	---------------------------------------	---

Entity Dates

Entity Start Date Sep 1, 2005	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Other

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

4A7V9

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****79

Lock Box Number

(blank)

Financial Institution

TEXAS CAPITAL BANK

Account Number

*****20

Automated Clearing House

Phone (U.S.)

5044822848

Email

lgarcia@drcusa.com

Phone (non-U.S.)

(blank)

Fax

5044822852

Remittance Address

DRC EMERGENCY SERVICES, LLC

111 Veterans Memorial BLVD. Suite 401

Metairie, Louisiana 70005

United States

Taxpayer Information

EIN

*****3729

Type of Tax

Applicable Federal Tax

Taxpayer Name

DRC EMERGENCY SERVICES LLC

Tax Year (Most Recent Tax Year)

2007

Name/Title of Individual Executing Consent

Vice President

TIN Consent Date

Apr 4, 2024

Address

6702 Broadway ST

Galveston, Texas 77554

Signature

Kristy Fuentes

Points of Contact

Accounts Receivable POC

✉

Kristy Fuentes

Kfuentes@drcusa.com

5044822848

Electronic Business


Kristy Fuentes, Vice President
kfuentes@drcusa.com
5044822848

111 Veterans Memorial BLVD. Suite 401
Metairie, Louisiana 70005
United States

Kristy Fuentes, Vice President
kfuentes@drcusa.com
5044822848

111 Veterans Memorial BLVD.
Suite 401
Metairie, Louisiana 70005
United States

Government Business


John Sullivan
jsullivan@sullivaninterests.com
5044822848

6702 Broadway Street
Galveston, Texas 77552
United States

Kristy Fuentes
kfuentes@drcusa.com
5044822848

111 Veterans Memorial BLVD.
Suite 401
Metairie, Louisiana 70005
United States

Past Performance


Kristy Fuentes
kfuentes@drcusa.com
5044822848

111 Veterans Memorial BLVD.
Suite 401
Metairie, Louisiana 70005
United States

Lisa Walsh, Contracts Manager
lgarcia@drcusa.com
5044822848

111 Veterans Memorial BLVD.
Suite 401
Metairie, Louisiana 70005
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	562119	Other Waste Collection
	113310	Logging
	115310	Support Activities For Forestry
	236220	Commercial And Institutional Building Construction
	237990	Other Heavy And Civil Engineering Construction
	238160	Roofing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	321991	Manufactured Home (Mobile Home) Manufacturing
	483111	Deep Sea Freight Transportation
	483211	Inland Water Freight Transportation
	531120	Lessors Of Nonresidential Buildings (Except Miniwarehouses)
	561612	Security Guards And Patrol Services
	562910	Remediation Services
	624230	Emergency And Other Relief Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$365,780,455.00	58

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Service Per Contract	\$100,000,000.00
Construction Per Contract	\$100,000,000.00

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

EXHIBIT "I"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: DRC Emergency Services, LLC

Unique Entity ID (UEI) number: KLQXF6DU7EZ6

CAGE Code: 4A7V9

Physical Address: 111 Veterans Memorial Blvd., Suite 401, Metairie, LA 70005

Expiration date of Registration: April 4, 2025

EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] DRC Emergency Services, LLC certifies, to the best of his or her knowledge, that:

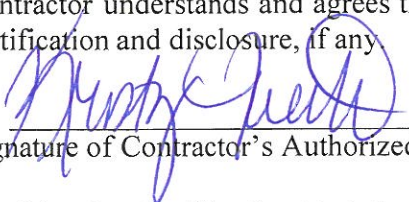
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company] DRC Emergency Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kristy Fuentes, Vice President, Secretary, Treasurer
Name and Title of Contractor's Authorized Official

EXHIBIT "K"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by DRC Emergency Services, LLC (Entity)
by Kristy Fuentes, Vice President, Secretary, Treasurer,
(Print individual's Name & Title)

whose business address is 111 Veterans Memorial Blvd., Suite 401, Metairie, LA 70005

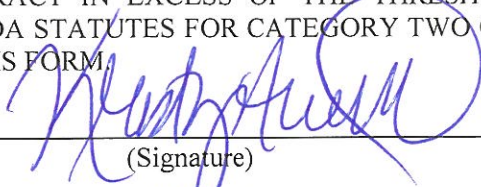
-
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

Date: 6/24/24

DRC Emergency Services, LLC

Name of Bidder (Contractor)

STATE OF Louisiana

~~XXXXXXXX~~ Jefferson Parish

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kristy Fuentes, Vice President, Secretary, Treasurer who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 24th day of
June, 2024.

Notary Public 
My Commission Expires: _____

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

EXHIBIT "L"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have ✓ I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have ✓ I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date June 24th, 2024.

By: _____

(Signature of Authorized Official)

Kristy Fuentes, Vice President, Secretary, Treasurer

DRC Emergency Services, LLC

(Name of Construction Contractor or Subcontractor)

111 Veterans Memorial Blvd., Suite 401, Metairie, LA 70005

(Address of Construction Contractor or Subcontractor)

(888) 721-4372

(Telephone Number)

63-1283729

(Employer Identification No.)

EXHIBIT "M"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date June 24th, 2024.

By: Kristy Fuentes

Vice President, Secretary, Treasurer
(Title)

Official Address (including Zip Code):

111 Veterans Memorial Blvd., Suite 401, Metairie, LA 70005

EXHIBIT "N"
Certification Regarding Scrutinized Companies' Lists

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: Kristy Fuentes
By: 
(Authorized Signature)
Title: Vice President, Secretary, Treasurer
Date: 6/24/24

24. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Proposer in the past five (5) years that is related to the services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

Please see attached Litigation Summary in Section 4: Required Forms.

25. ACKNOWLEDGMENT OF ADDENDA:

Proposer acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>7/1/2024</u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>

26. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY

NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

RPF Emergency Services, 520 Mineral Trace, Unit C, Hoover, AL 35244

Hunter Fuzzell, 205-637-6949, hfuzzell@rpfes.net

FEIN: 81-1214867

Lil Mo Marine Services

Wayne Bauer, 1131 SE 18th Street, Cape Coral, FL 33990, 305-546-1027

FEIN: 81-5385923

(Attach additional sheets if necessary)

The Proposer certifies that the Proposer has investigated each subcontractor/temporary worker agency listed and has received and has in the Proposer's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

27. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

Please see attached.

28. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

The Proposer shall complete the following blanks regarding experience with similar type of work. Proposer must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT
Please see Section 2: Company Experience and References.

Have you any similar work in progress at this time? Yes x No ____.
Length of time in business 22 years 10 months.

Bank or other financial references:

Texas Capital Bank, Leila Z. Aloj, Senior Vice President, 1330 Post Oak Blvd, Suite 1700, Houston, TX 77056 (832) 308-7000
Bowen, Michlette & Britt Insurance Agency, LLC, Toby Michlette, Senior VP, 111 North Loop West, Suite 400, Houston, TX 77046 (713) 8780-7109

Please see letters in Section 1: Company Information.

(Attach additional sheets if necessary)

29. EXCEPTIONS:

List any exceptions you have to this scope of services or contract terms. (Note: exceptions will not be considered after award.) The City reserves the right to accept or reject any requested exceptions.

Exhibit "D" and Exhibit "Q" should be deleted from the RFP because the services being requested are not construction work.

(Attach additional sheets if necessary)

DRC EMERGENCY SERVICES, LLC FIVE YEAR LITIGATION AND REGULATORY LIST

(Updated and Revised: June 28, 2024)

The following is a list of any litigation involving or arising out of debris removal services in which DRC Emergency Services, LLC ("DRC") was a party during the five-year period preceding the above date.

ACTIVE PENDING CASES:

Nelson v. RPF Emer. Servs., et al, No. 20-900353, Cir. Ct. Baldwin County, AL. Terminated sub-subcontractor sued DRC and its President seeking damages for termination from the project. Claim unquantified. No liability for DRC or its President; no contract privity.

Fuxench, et al v. Puerto Rico Dept. of Recreation & Sports, No. 20-3148, Puerto Rico Bayamon High Court. Claim against the Puerto Rico Dept. of Recreation & Sports to enjoin it from performing post-hurricane tree and limb removal in a park. Appellate court ruled against the plaintiff. Case pending.

Goldman v. DRC Emer. Servs, LLC, et al, #22-900011, Washington County, AL Cir. Ct., Personal injury claim arising from automobile accident. Plaintiff rear-ended debris truck.

Dansby v. First Call Storm Removal, LLC, #22-900074, Marengo Co., AL Circuit Court. Personal injury arising from an automobile accident during debris removal operations.

DISMISSED, SETTLED OR CLOSED CASES:

White v. Florida Dept. of Env'l Protection, et al, #20-1558, 2nd Cir. Leon County. Personal injury action arising from debris management site operations. Insured claim. Settled and dismissed.

Payton v. Progressive Ins., et al, No. C-92655, 10th JDC, Natchitoches Parish, LA. Automobile accident involving lower-tier subcontractor. Insured claim. Dismissed on summary judgment.

Fucich v. Great Divide Ins. Co., et al, No. 136124, 16th JDC, Iberia Parish, LA. Automobile accident personal injury claim. DRC dismissed on summary judgment July 27, 2023.

Contreras v. Terrence, et al, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. DRC dismissed from lawsuit on summary judgment on August 12, 2022.

Lewis v. Ft. Lauderdale, #19-2090, 17th JC Broward Co. Personal injury. Resident tripped on defect in sidewalk. DRC proved defect existed prior to work performed by DRC in the area. Plaintiff agreed to voluntarily dismiss DRC.

Ultra Lane, Ltd. v. DRC, et al, No. 17-430, USDC MDLA Suit by Ultra Lane against lower-tier sub-subcontractor for payment. Plaintiff voluntarily dismissed DRC from litigation.

IceX Systems Management, LLC v. DRC Emer. Servs., No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contended that equipment was removed from project by plaintiff. Investigation confirmed that the equipment was removed by plaintiff and that DRC overpaid plaintiff. Plaintiff voluntarily dismissed the lawsuit July 22, 2020.

Golladay v. DRC Emer. Servs., et al, #20-23-CA, 14th JC Calhoun County, FL. Personal injury claim. Claim being handled through insurers. Plaintiff voluntarily dismissed DRC June 23, 2021.

Otano v. Desaugust, No. 18-16273, 11th Cir. Miami-Dade County, FL. Payment demand for by lower tier subcontractor on Hurricane Irma project in Miami-Dade County. Dismissed.

Commans v. State Farm, et al, No. 653413, 19th JDC, E. Baton Rouge Parish, LA. Automobile collision case involving truck driver of a lower-tier subcontractor. DRC was dismissed on summary judgment.

Kessler Smith v. BKS Construction, LLC, et al, Case No. 2021-9256, Orleans Parish CDC Louisiana. Automobile accident case. Insured claim. Dismissed on summary judgment.

AVAILABLE EQUIPMENT

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. During the 2021 hurricane season, DRC operated in excess of 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.



DRC Emergency Services Asset List

Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	14
Chip Vans	receptacle vehicles	2
Dump Trucks	various models with dual and tri axles	353
End Dump Trailers	various models and capacity	298
Flat Bed Semis	various models for equipment movement	6
Flat Beds	53' equipment trailers	20
Fuel Trucks	multiple model and gallon capacity	46
Low Boys	equipment movement trailers	53
Pickups	half and three quarter ton of various make and model	45
Roll Off Trucks	primarily Galbreath 60,000 pound hoist on various makes	82
Rolls Off Containers	20, 30 and 40 cubic yard containers	337
Self Loaders	various makes with buckets ranging from 2-10 cubic yards	343
Semi Dumps	various makes and models with various capacity	240
Semi Tractors	various makes	232
Service Trucks	fully stocked road ready service vehicles	79
Slings	various models	5
Straight Trucks	various makes and models	8
Sweepers	various models used for DMS operation	3
Tankers	various models	125
Tractor /Trailers Combos	various models	29
Tractors	various makes and models	43
Trailers	25 foot travel trailer	1
Utility Trailers	15 and 20 foot utility trailers	2
Vacuum Trailer	various makes	30
Vacuum Trucks (Wet)	various makes for	13
Walking Floors	48 ft automated trailers	46

Water Trucks	various capacity used for DMS operation	3
Attachments - various	buckets, hoists, slings etc.	157
Back Hoes	various models and capacity	40
Bobcats	skid-steer with multiple attachments	53
Bull Dozers	various makes and sizes	45
Conveyors	used for material movement	2
Crushers	metal compaction and volume reduction	24
Excavator	various makes and models	164
Feller Buncher	various makes and models used for clearing projects	27
Front End Loaders	various makes, models and bucket capacity	127
Generators	various	41
Grinders	horizontal and tub grinders	36
Jarraf Tree Trimmers	high capacity trimming equipment	3
Jersey Barriers	used for highway projects and within DMS	200
Light Plants	various used for nite operation	100
Material Handlers (Tele Boom)	loading equipment	3
Mobile Kitchens	various models	13
Off Road Dumps	Volvo high capacity	2
Pumps	various sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	used for highway operations	503
skid steers	various sizes with multiple attachments	96
Screens	shaker screens and sand screens	4
Water Trucks	various models and capacity	12
Total:		4225

Marine Vessels/Equipment	
Equipment Type	Quantity
Inland Marine Harvester	1
Air Boat	3
Amphibious Aquatic Excavator	1
Tug Boat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1
534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven propelled pushers	1

Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' bin walls	2
Deck Barge with spuds	7
Deck Barge with steel box rails	19
Go Devil Boat	1
Total:	61



RAPID RESPONSE

**RFP #24-009 Emergency-Disaster
Debris Removal Term Contract**

DUE: 07/09/2024 at 2:00 PM

**City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761**

ORIGINAL BID

TFR Enterprises, Inc.
Tiffany Jean
Contract Manager

601 Leander Drive
Leander, Texas 78641

FEIN: 72-1149862

Office: (512) 260-3322
Fax: (512) 528-1942
24-Hour Contact: (512) 565-0710
tiffany@tfrinc.com

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Letter of Introduction

July 9, 2024

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

RE: RFP #24-009 Emergency-Disaster Debris Removal Term Contract

To Whom It May Concern,

Thank you for considering TFR Enterprises as the City of Ocoee's vegetative debris removal services contractor. Established in 1989 and headquartered in Leander, Texas with field offices across America, our corporation has served those impacted by devastating extreme weather on more than 450 projects nationwide. In our 35 years of disaster recovery experience, **TFR has collected and processed over 70,000,000 cubic yards of debris.** TFR is prepared, equipped, and ready to provide a turnkey, expedited, cost-effective emergency response solution compliant with emergency management guidelines and public policy. TFR is a member of the National Disaster Recovery Coalition of America whose members fulfill the nation's mission of preparing for, responding to, recovering from, and mitigating disasters and emergencies by working with federal, state, and local governments. DRCA's membership comprises top emergency management experts and contractors in the country, representing over 15 industries and a broad range of critical emergency management-related products, services, and capabilities.

TFR's capacity is unlimited with no job or disaster too large. **For example, in 2023, TFR managed 3,500,000 cubic yards of debris while serving 22 cities, counties, and state agencies within 9 states.** In response to the crippling 2020 hurricane season, TFR managed 57 simultaneous contract activations that spanned Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma. With a database of over 1,000 subcontractors and an expansive fleet of owned equipment, TFR Enterprises is prepared to tackle the greatest challenges. Our dedication to service is best described by Morgan Tyrone, Project Manager for Highland Hammock State Park: "After almost 30 years as a Florida Park Service Manager, I wish that all park vendors were as helpful, communicative, flexible, efficient, safe, and trustworthy. TFR was an extension of our own staff during a trying time with extensive damage over 11,000 acres in two parks separated by 20 miles."

TFR owns more than 200 pieces of equipment, including a fleet of self-loading debris-hauling trucks, rubber-tired/tracked loaders, heavy-haulers, excavators, dozers, and eight (8) Diamond-Z Model 1463 Tub Grinders for vegetative debris reduction (grinding). Not only is this company-owned equipment uncommitted on current long-term contracts, but it is also primarily designed for debris removal operations. Owning one of the nation's largest equipment fleets allows TFR to mobilize quickly and efficiently while managing multiple projects.

Debris clearing, removal, and processing are only the initial phases of recovery efforts. TFR understands and has extensive experience implementing all phases of environmental and infrastructure recovery to return communities to their pre-storm quality of life. Our services include land clearing, stream and river clearing and diversion, tree removal, trimming and pruning at parks, golf courses, and on rights-of-way, tree repair and maintenance, debris recycling, tub grinding, hauling, and demolition.

At TFR, we know that projects of this scope can be a huge financial burden. Our staff is well-versed in the FEMA reimbursement process and can provide guidance when needed. **ALL TFR'S CLIENTS HAVE RECEIVED**

100% OF THE ELIGIBLE REIMBURSABLE AMOUNT. Our financial strength allows us to fund and start the project as the reimbursement process begins.

TFR declares that this proposal is fair and in good faith without collusion or fraud and that the signor of the proposal has the authority to bind TFR Enterprises, Inc. for contractual needs.

Once again, thank you for offering TFR the opportunity to become the disaster recovery contractor for the City of Ocoee and its representatives. The authorized representatives for TFR Enterprises, Inc. are as follows:

Primary Contact for RFP:

Tiffany Jean
Contract Manager
Office: (512) 260-3322
Mobile: (512) 565-0710
tiffany@tfrinc.com

Signature Authority:

Tipton F. Rowland
CEO/President
Mobile: (281) 731-4398

Project Manager:

Mel Utterback
Project Manager
Mobile: (606) 776-9782

Sincerely,

Tipton F. Rowland,
CEO/President
601 Leander Drive
Leander, Texas 78641
Office: 512-260-3322
Incorporated in 1989 under the laws of the State of Tennessee.
FEIN#: 72-1149862
DUNS: 08-1346561

Section 1. Company Information

Disasters are unpredictable. Disasters can vary in size, scope, and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county, or city, desires, and highlights different aspects of disaster relief and recovery that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and scrutinize our operational and management plans to ensure that we present the most practical, efficient structure to complete the project. TFR's knowledgeable management team retains over 155 years of combined experience responding to hurricanes, floods, and other various disasters. Pre-planning allows TFR to respond to any project rapidly and efficiently in any location should the need arise.

TFR Spotlight

TFR has handled more than 70,000,000cy of disaster debris.

What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over two hundred (200+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess the damage. Furthermore, TFR can prep and construct a debris management site for immediate acceptance of storm-generated debris in less than 24 hours. Mobile Command Units can be deployed to enhance response and achieve greater coordination between parties to fully augment our operational capacity and aid the organization of relief efforts. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate, and adapt a preplan accordingly.

TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to certify that work stoppages shall not occur due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we provide without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office for two (2) traveling equipment trailers, the TFR maintenance crew ensures that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take the appropriate actions to safeguard against such occurrences.

Operationally, TFR manages on the principle of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of all parties involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities of the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as

quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety, and contract integrity.

Price is a large determinant of any decision an informed consumer discerns. TFR fully understands that providing the highest value-added service is sometimes not enough to, alone, secure a contract, as different clients desire different qualities in a personalized project. TFR can fulfill these needs by utilizing Company-owned equipment and manpower. These resources allow TFR to control costs, subsequently discounting prices without conceding overall quality and safety, which is a corporate must. Our mission is to provide our customers with the highest level of service at a fair and market-competitive price.

History

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid, and professional service in the industry with federal, state, and local governments, providing expedient, cost-effective disaster debris management, removal, reduction, and cleanup services to over 450 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas; TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings including land clearing, tree removal, trimming, and pruning on parks, golf courses, and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling, and demolition.

TFR has completed more than 100 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects and many other federal, state, and local government projects. In the past, TFR has received multiple multi-million-dollar task orders from our clients spanning a large geographical area. By applying our resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure our end service and in some cases much of the entire delivery order with our equipment and personnel. We can bring our camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with the City of Ocoee and its community to provide a full-service disaster relief and recovery effort.

Organizational Structure

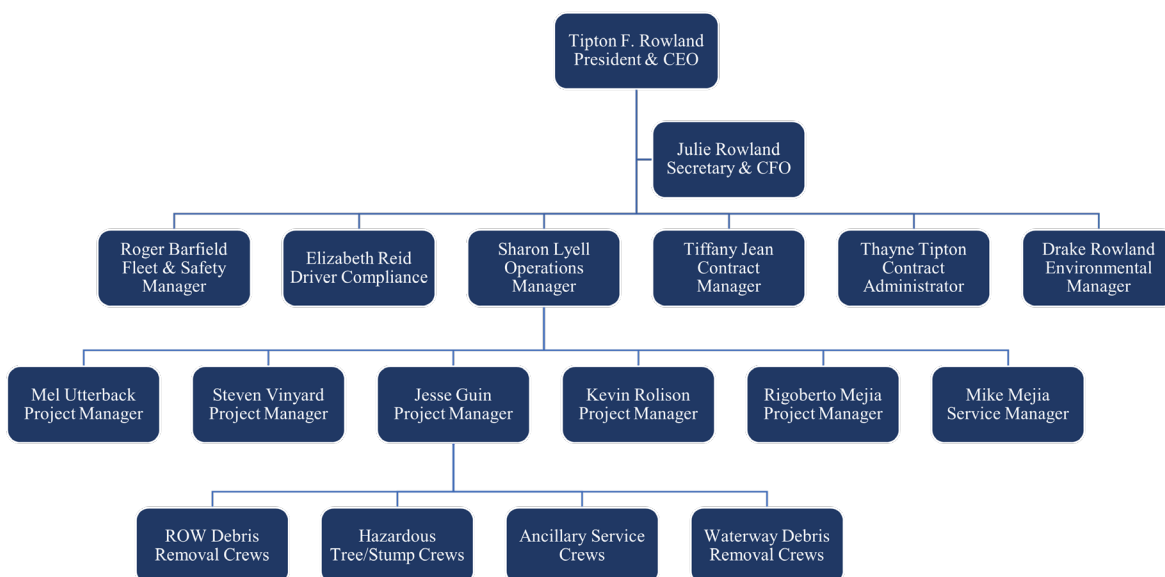
Our organization is designed to deliver proactive leadership to any area, while effectively managing all project risks and providing maximum responsiveness to our clients. We provide each client with a dedicated, proven team prepared to execute any debris management mission with the highest degree of quality, professionalism, and efficiency.

Our management approach, proven on more than 450 FEMA-funded disaster response activations, will be applied to this contract, and establish the roles and responsibilities for the debris mission's management team, as well as support personnel.

With a robust network of subcontractors and vendors and firsthand knowledge of their capabilities and performance in emergency response and debris management, we readily access the best performers to quickly support the demands we expect under this contract.

TFR's organizational structure minimizes the gap between the Operations Manager and the Project/Site Manager(s), depending on the size and scope of the response. We believe that by keeping the degree of separation between the management staff and field supervisors to a minimum, our entire team will be better connected and benefit from the increased level of communication.

Our essential employees have been chosen for their disaster recovery experience, leadership abilities, and debris expertise, as well as their ability to respond immediately to crises around the country.



Equal Employment Opportunity Employer

TFR Enterprises, Inc. provides equal employment opportunities without regard to race, color, sex, religion, national origin, age, or disability. TFR Enterprises, Inc. conforms with all applicable federal and state laws, rules, guidelines, and regulations and provides equal employment opportunities in all employment and employee relations.

Experienced Project Management

Large-Scale Events: TFR demonstrated our capabilities to respond to large-scale events following Hurricane Laura in 2020. We were activated in 36 Parishes to provide hazardous tree removals, debris removal, reduction, and final disposal for state-owned rights-of-way. In total, we supplied more than 150 debris removal crews, and 100 tree crews, managed and closed out 30 debris management sites, and removed more than 2.4 million cubic yards of debris.

Multiple Contract Activations: 2020 proved to be a catastrophic storm season. TFR responded to contract activations within **57 jurisdictions throughout Iowa, Louisiana, Oklahoma, Alabama, Mississippi, and Texas**. TFR managed 10.3 million cubic yards of debris, partnered with 74 subcontractors, certified more than 1,350 pieces of equipment, and remediated and closed out 67 debris management sites.

Meeting Client's Needs: In August 2020, a severe weather event wreaked havoc in the state of Iowa. The Iowa Department of Homeland Security contracted TFR to grind and dispose of 1.6 million cubic yards of vegetative waste. "The professionalism, knowledge, understanding, and work ethic demonstrated by TFR Enterprises' employees is a compliment to your organization and is in keeping with the best standards of emergency response contractors everywhere," says Jordan Moser, Strategic Planner.

Financial Capability

Since the company's incorporation in 1989, TFR has completed over 450+ federally funded debris removal contracts in its 34-year history. From a dedicated owner to experienced staff, TFR offers not only the knowledge to perform any size job but also the financial flexibility to complete multiple large-scale projects simultaneously.

Company Owned Equipment

TFR owns over 200 pieces of equipment, including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers, and numerous mobile command units. TFR also owns six (6) Diamond Z 1463 Tub Grinders and two (2) horizontal grinders to accommodate our client's debris reduction needs. With the industry's largest collection of tub grinders, TFR can rapidly and efficiently dispose of massive amounts of storm-generated debris.



Subcontractors

In addition, to our extensive list of company-owned equipment, TFR maintains highly valued, working relationships with over one thousand (1000) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

Client Testimonials

Client	Testimonial
	"We would like to commend TFR Enterprises for their responsiveness and diligence in removing vegetative debris following Hurricane Sally in September of 2020." Gregory B. Smith, City Engineer (2020)
	"On behalf of the State of Iowa, I would like to thank TFR Enterprises for the exceptional debris removal service provided in the wake of the devastating severe weather event that impacted Iowa on August 10th, 2020. TFR's swift response and unwavering commitment to this mission has assisted Iowans, at every level, in returning to normal life in a time when the very definition of the word "normal" seems to be ever in doubt." Jordan Moser, Strategic Planner (2020)

Client	Testimonial
	“We were very pleased with the rapid deployment of equipment and resources to start the clean-up process. The workers and equipment were both top-notch and were ready to work once their boots hit the ground in Citronelle.” Jason T. Stringer, Mayor (2020)
	“In closing should the need arise again for debris removal services in Hancock County I hope TFR would be the one’s here to help” Vic Johnson, Hancock County Road Manager (2020)
	“This Hurricane, and the devastation it left behind, will stick with me the rest of my life. I hope that we never experience another storm event with the same potential for destruction. However, if we do, the assurance knowing that TFR Enterprises is ready to provide their professional services gives us the confidence we need to weather another storm.” Jeffrey Garrett, Maintenance Engineer, NCDOT (2018)
	“You and your team work tirelessly to achieve the mission laid out by ECC and MCAS Cherry Point. Your leadership and work ethic was much appreciated and valued.” Craig Duncan, Cherry Point Program and Project Manager (2018)
	“T.F.R. Enterprises, Inc. performed extremely well in an emergency environment. T.F.R. responded within less than 48 hours to the Governments need for assistance hauling debris in the Santa Barbara County area, due to rains and flooding that occurred on January 8, 2018.” Juan Martinez, Civil Engineer, United States Army Corps of Engineers (2018)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYELL, SHARON G

T.F.R., INC. OF TEXAS
601 LEANDER DRIVE
LEANDER TX 78641

LICENSE NUMBER: CRC1332507

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 2, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2024*




Secretary of State

Tracking Number: 4093072576CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Financial Stability

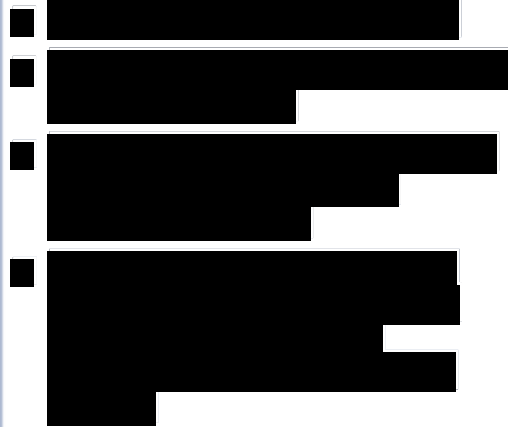
Since the company's incorporation in 1989, TFR has completed over 450+ federally funded debris removal contracts in its 34-year history. From a dedicated owner to experienced staff, TFR offers not only the knowledge to perform any size job, but also the financial flexibility to complete multiple large-scale projects simultaneously. This was exemplified during the 2023 storm seasons in which TFR performed 22 debris missions across 9 states totaling more than \$65 Million in revenue and 3,500,000 cubic yards of debris.

With such large-scale performance across an enormous geographical area, a company must retain the financial flexibility and strength to pay subcontractors, suppliers, and employees on time, every week.

"TFR Enterprises Inc. as well as the principle's Tipton and Julie Rowland, have been an excellent customer of the bank for over 18 years. Currently, TFR Enterprises Inc. has a \$5,000,000.00 Revolving Line of Credit that is unfunded, and they keep considerable deposits with Prosperity Bank. The Rowland's have always performed as agreed and are a pleasure to work with." ~ Travis Freeman, Prosperity Bank Regional President

For additional information on TFR's financial capabilities, please feel free to contact Toby Miclette or Travis Freeman. Contact information is listed for your convenience and audited financial statements are available upon request.

Financial Stability Overview





BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

April 5, 2024

T.F.R. Enterprises, Inc.
601 Leander Drive
Leander, Texas 78641

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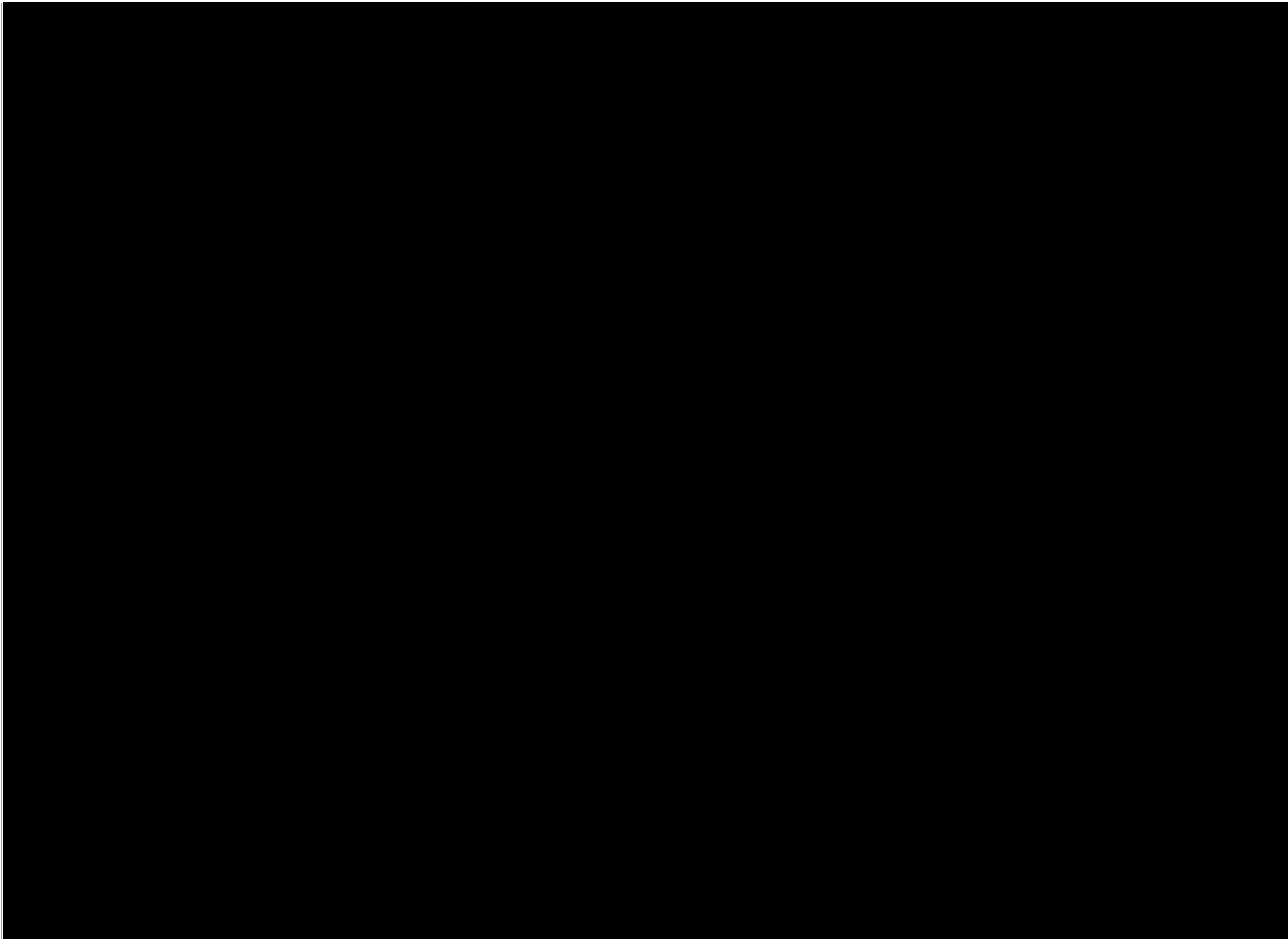
A handwritten signature in black ink, appearing to read 'David T. Miclette'.

David T. Miclette
Executive Vice President

DTM / ab



PROSPERITY BANK®





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Larry Sue Dunn, CISR PHONE (A/C, No. Ext): 817-347-6816 E-MAIL ADDRESS: LDunn@higginbotham.net	FAX (A/C, No): 817-347-6981
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nautilus Insurance Company		17370
INSURER B : Key Risk Insurance Company		10885
INSURER C : The Travelers Lloyds Insurance Company		41262
INSURER D : Texas Mutual Insurance Company		22945
INSURER E : Argonaut Insurance Company		19801
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 415489488**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 25,000 Ded BI/PD ☒ Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			ECP2043137-10	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP2043139-10	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			FFX2043138-10	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	0001209012 928968359384	3/31/2024 3/31/2024	3/31/2025 3/31/2025	☒ PER STATUTE ☒ OTH-ER ** SEE DESCRIP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C B	Leased/Rented Equipment Leased/Rented/Hired Phy Damage			QT-660-8071X472-TLC-24 BAP2043139-10	3/31/2024 3/31/2024	3/31/2025 3/31/2025	Limit - \$700,000 Limit Comp/Collision Ded \$2,500 Actual Cash Value \$100/\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*General Liability Deductible: \$25,000 BI/PD Per Occurrence

*XCU is not excluded.

*The General Liability policy includes a \$1,000,000 Contractors Pollution Limit.

**Texas Workers' Compensation Policy - 0001209012

**All Other States (incl California) - Policy 928968359384

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Information Only

* * *

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(Including Completed Ops) and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder when written contract requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when written contract requires such status

The General Liability, Automobile Liability and Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

Excess Policy is Follow Form underlying the General Liability (Incl. Contractors Pollution), Automobile Liability and Employers Liability policies.

Qualifications and Experience of Key Personnel

Experience and Qualifications of Key Personnel

TFR has assembled a team with a combined 155 years of experience in emergency debris removal, reduction, and management services. From Hurricane Andrew to the devastating effects of Hurricane Ida, TFR personnel have participated in relief efforts across the country, on different continents, and in varying debris capacities. As one of the most experienced project teams in the industry, agencies are contracting with a company deeply rooted in customer value, experience, and expediency. These principles, on which TFR is built, drive our current customer relationships and further the growth of the company.

Our team has a complete understanding of the roles, responsibilities, lines of communication, and challenges involved with rapid deployment in disaster scenarios. They can handle any debris mission they are tasked with. The TFR team has proven field-tested debris damage assessment, removal, reduction, disposal, and overall debris management experience associated with responding to natural and man-made disasters.

TFR's Management Team

Key Personnel	Contact Information	Worked Together	Industry Experience	Disaster Experience
Sharon Lyell Operations Manager	sharon@tfrinc.com (512) 576-3000	✓	18 Years	 HURRICANE  TORNADO  FIRE  ICE / SNOW  FLOODING
Tiffany Jean Contract Manager	tiffany@tfrinc.com (512) 565-0710	✓	16 Years	 HURRICANE  TORNADO  FIRE  ICE / SNOW  FLOODING
Rigo Mejia Site Manager	rigo@tfrinc.com (512) 779-7722	✓	13 Years	 HURRICANE  TORNADO  FIRE  ICE / SNOW  FLOODING
Kevin Rolison Project Manager	kevin@tfrinc.com (512) 944-8766	✓	21 Years	 HURRICANE  TORNADO  FIRE  ICE / SNOW  FLOODING
Melvin Utterback Project Manager	melvin@tfrinc.com (606) 776-9782	✓	19 Years	 HURRICANE  TORNADO  FIRE  ICE / SNOW  FLOODING
Steven Vinyard Project Manager	steven@tfrinc.com (512) 619-1087	✓	8 years	 HURRICANE  ICE / SNOW  FLOODING
Roger Barfield Safety Manager	roger@tfrinc.com (407) 868-0568	✓	7 Years	 HURRICANE  TORNADO  ICE / SNOW  FLOODING

Operations Manager: The operations manager will supervise and direct all field operations for TFR. In addition to the execution of field operations, the operations manager will ensure full compliance with all corporate, municipal, state, and federal safety and environmental policies. Duties also include:

- Direct all project managers, site managers, and safety officers.
- Assign resources to debris zones, ensuring that the equipment placed in each zone is the most efficient, depending upon geographic and demographic constitution.
- Maximization of debris stream recycling if possible

Contract Manager: The contract manager will be the ultimate liaison between the client and TFR for the entirety of the debris mission. The contract manager will be available 24 hours per day, 7 days per week, with redundant communication capabilities including cell phones, satellite phones, and email. His/her responsibilities will include:

- Primary client/consulting firm point of contact.
- Receipt of client direction and development of a corporate strategy to best fulfill the client's needs.
- Communicate with the operations manager regarding mobilizing resources.
- Supervise and execute contract documents.
- Ensure all corporate reports and deliverables meet the client's expectations.

Site Manager: The site manager is responsible for all operations within their assigned debris management site, including:

- Safety and Environmental compliance
- Proper debris segregation and reduction
- Coordination of reduction and haul-out schedules

Project Manager: The project managers are primarily responsible for the day-to-day operations within the zone(s) to which they are assigned. The responsibilities of the project managers include:

- Ensure all operational processes within their debris zone are being executed to full compliance with the FEMA Debris Management Guide/Public Assistance Program and Policy Guide
- In conjunction with the safety officer, host daily instructional and safety meetings
- Serve as initial contact and point of resolution for any complaints.
- Direct all debris crews to their assigned work zones.
- Execution of daily reports, including the keeping of a daily log of activities within their zone
- Assignment of daily road schedules

Safety Manager: The safety manager has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend, and/or halt any operation or portion thereof that endangers or potentially endangers life, health, and safety or threatens the protection of the environment. Includes documentation, daily reporting requirements, communication, and conducting onsite training and inspections. The safety manager is responsible for ensuring complete compliance with OSHA, USDOT, DOL, as well as all other applicable regulatory bodies.

Snapshot of Certifications

- ☑ **United States Army Corps of Engineers,**
Construction Quality Management
- ☑ **United States Army Corps of Engineers,**
30-Hour Construction Safety
- ☑ **United States Army Corps of Engineers,**
Safety Level 2 Assessment
- ☑ **United States Army Corps of Engineers,**
Debris Level Two
- ☑ **National Incident Management System**
ICS-100,200,700,703,706,800
- ☑ **OSHA**
40-Hour HAZWOPER

Key Personnel Training and Certifications

TFR's disaster response team includes a variety of skills and certifications including NIMS Certification, Safety Certifications (OSHA), Quality Control, and Environmental Certifications.

Course ID	Description	Course ID	Description
IS-00001	Emergency Manager	IS-00200.C	Basic Incident Command System
IS-00005	Intro to Hazardous Materials	IS-00201	Forms for Incident Action Plan
IS-00010	Animals in Disaster	IS-00212	Introduction to Unified Hazard Mitigation
IS-00011	Animals in Disaster	IS-00215	Unified Federal Review Advisor Training
IS-00015	Contingency Planning for Public Safety	IS-00216	Overview of the Unified Federal Review
IS-0018	EEO Employee Course	IS-00230	Fundamentals of Emergency Mgmt.
IS-0019	EEO Supervisor	IS-00235	Emergency Planning
IS-00020	Diversity Awareness	IS-00240	Leadership and Influence
IS-00021	Civil Rights & FEMA Assistance	IS-00241	Decision Making and Problem-Solving
IS-0027	Orientation to FEMA Logistics	IS-00242	Effective Communication
IS-00029	Public Information Officer Awareness	IS-00244	Developing and Managing Volunteers
IS-0030	Mitigation E-Grants for the Subgrant	IS-00245	Federal Priorities and Allocations
IS-00035	FEMA Safety Orientation	IS-00253	Overview of FEMA Environmental/Historical
IS-00037	Managerial Safety & Health	IS-00271	Hazardous Weather & Community Risk
IS-0042	Social Media in Emergency Management	IS-00279	Flood-Prone Residential Buildings
IS-0045	Continuous Improvement (CI) Overview	IS-00289	Voluntary Agency Liaison
IS-0060	(GEOCONOPS) for Planners	IS-00293	Mission Assignment Overview
IS-00061	Geospatial Concept of Operations	IS-00302	Emergency Radiological Response
IS-0062	(GEOCONOPS) In Use	IS-00315	Incident Command System
IS-0063	Geospatial Information Infrastructure	IS-00317	Intro to CERT
IS-0064	DHS Common Operating Picture	IS-00321	Hurricane Mitigation Basics
IS-0066	Space Weather Events	IS-00322	Flood Mitigation Basics
IS-0075	Military Resources in Emergency	IS-00323	Earthquake Mitigation Basics
IS-00100	Incident Command System	IS-00324	Community Hurricane Preparedness
IS-00101	Preparing for Disaster Operations	IS-00325	Earthquake Basic Science Risk
IS-00102	Preparing for Disaster Operations	IS-00326	Community Tsunami Preparedness
IS-00103	Geospatial Information Systems	IS-00559	Local Damage Assessment
IS-00107	FEMA Travel Rules and Regulations	IS-00632	Intro to Debris Operations
IS-00120	An Introduction to Exercises	IS-00633	Debris Management
IS-00130	How to be an Exercise Evaluator	IS-00650	Building Partnerships with Tribal
IS-00144	TERT Basic Course	IS-00660	Intro to Public-Private Partnerships
IS-00156	Building Design for Homeland Security	IS-00700	Intro to National Response Partners
IS-00158	Hazard Mitigation Flood Insurance	IS-00700.B	Introduction to the NIMS
IS-00162	Hazard Mitigation Floodplain Mgmt.	IS-00703	NIMS Resource Management
IS-00200	Single Resources & Initial Action	IS-00706	NIMS Mutual Aid

IS-00727	Floodplain Management	Fred Prior	Project Mgmt. Workshop
IS-00772	IA Preliminary Damage	JKO	Antiterrorism Awareness Training
IS-00800	National Response Framework	NATMI	Motor Fleet Safety Basics
IS-00815	A-B-C of Temporary Power	NATMI	Managing Motor Fleet Safety
IS-00904	Active Shooter Prevention	Online	Registered Flagger
IS-00905	Responding to Active Shooter	OSHA	30 Hour Hazwoper
IS-00906	Basic Workplace Security	OSHA	30-Hour General Safety & Health
IS-00907	Active Shooter	OSHA	30 Hour Outreach
IS-00908	Emergency Mgmt. for Senior Officials	OSHA	40 Hour Hazwoper
IS-00909	Community Preparedness	OSHA	Construction Industry Trainers
IS-00913	Critical Infrastructure Security	OSHA	Construction Safety
IS-00915	Protecting Critical Infrastructure	OSHA	Construction Safety Manager
IS-00916	Theft and Diversion	OSHA	Construction Safety Professional
IS-01000	Public Assistance Program	OSHA	Construction Safety Specialist
IS-01001	Delivery Model Orientation	OSHA	Occupations Safety
IS-1004	FEMA Site Inspection Process	OSHA	Occupational Safety
IS-1013	Costing	OSHA	Occupational Safety Manager
IS-1150	Human Trafficking	OSHA	Occupational Safety Professional
IS-2200	Basic Emergency Operations Center	OSHA	Occupational Safety Specialist
ATEM	CPR, AED, & First Aid	OSHA	Occupational Safety Supervisor
ATSSA	Certified Flagger	OSHA	Occupational Safety Trainer
DOT 101	Safety Compliance Training	OSHA	OSHA Standards
DOT 60/60	Supervisor Training	OSHA	Safety Committee Chair
DOT Compliance	Overview and Audit Survival	OSHA	Safety Committee Member
DOT Compliance	Driver Qualification	Texas Mutual	Award of Safety Excellence
DOT Compliance	Supervisor Drug & Alcohol Training	TS10	Debris Management
DOT Compliance	Maintenance Management Workshop	TS12	Evaluating Debris Management RFP's
DOT Compliance	Accident Reporting	USACE	Construction Safety
DOT Compliance	Hours of Service	USACE	Debris Level Two
DOT Compliance	Required Safety Management	USACE	Quality Management
FEMA	Debris Management Planning	USACE	Safety Level Two
FLDOT	Maintenance of Traffic Advanced		
FLDOT	Temporary Traffic Control		

Ability to Meet Mobilization Requirements

TFR Enterprises affirms that we will contact the City regarding potential contract activation within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast. We commit to being fully operational for the reduction and disposal of debris within seventy-two (72) hours of issuance of the Notice to Proceed. TFR shall provide shaded on-site break spaces, restrooms, and scissor lifts as needed.

TFR verifies that if awarded this contract, we will mobilize a minimum of two (2) crews to the City of Ocoee immediately upon issuance of a Notice to Proceed.

Proposed Subcontractors

TFR Enterprises, Inc. maintains a current, constantly updated database of subcontractors by location, classification, equipment resources, and capability. The working relationship with this reservoir of close-knit subcontractors has been so successful that most of them, following a disaster event, will not offer their services to, or accept an offer from, another contractor until first consulting with TFR's management personnel as to their subcontracting needs. A network of communication and contact of these subcontractors in the event of a disaster has been divided among the TFR management team in advance, which has enabled the company to contact, activate, and mobilize as many as 630 pieces of equipment in 30 days as the company did following Hurricane Laura in 2020. These subcontractors are considered as much a part of the disaster response team as are the full-time employees of TFR.

Local and Disadvantaged Business Subcontracting

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent to which they are available and properly licensed. TFR shall exhaust any avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery.

During the past three (3) decades, TFR has actively promoted the participation of Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE), Minority-Owned Business Enterprises (MBE), and Veteran-Owned Business Enterprises (VBE), in the performance of disaster-related debris removal projects. Born from a small tree service company in 1954, TFR was a long-time small business-enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of SBE's and DBE's plans and goals by the project.

Proposed Major Subcontractor



- 35 years of proven disaster debris removal and management experience
- Over 200 units of company-owned specialized equipment including knuckle boom trucks, heavy haulers, dump trucks, bunkhouses, airboats, barges, skid steers, dozers, excavators, loaders, skidders, and tree cutters.
- Owner and key employees certified in tree removal/chainsaw management by the Missouri Forestry Department
- Partnered on more than 50 projects with TFR, over the last 20 years.

Recent Projects Completed with TFR:

- Hamilton County, FL
- Jacksonville, AR
- City of Cedar Park, TX
- Hancock County, MS
- City of Choctaw, OK
- City of Enid, OK
- City of Blanchard, OK
- City of Norman, OK
- City of Citronelle, AL
- Alabama DOT, Dallas County
- City of Robertsedale, AL
- Rapides Parish, LA

Timberline Trading is a leading subcontractor in the disaster debris removal industry. Thirty-five years of experience has allowed the team at Timberline to master the skills and FEMA knowledge necessary to

complete any size debris mission. Timberline's tenured management team gives them added ability to manage a wide range of disaster response services. With more than 200 pieces of specialty equipment, Timberline can respond immediately to all emergencies. Company-owned bunkhouses and generators allow Team Timberline to respond to devastated areas where housing or electricity is not available. Timberline has been a major subcontractor for TFR since 1995.

Proposed Major DBE Subcontractor



- **Women-Owned Business (WBE)**
- Incorporated in 2013
- Principles hold Florida & California Contractors License
- Owner and Principles have more than 25 years of combined experience in Disaster Response, Debris Removal, and Hazardous Tree Removal Services
- Partnered on 7 projects with TFR, over the last 8 years.

Recent Projects Completed with TFR:

- Suwannee County, FL
- Hardin County, TN
- City of Leader, TX
- FDEP- Highland Hammock State Park
- Kentucky Transportation Cabinet, KY
- Oklahoma City Parks, OK
- City of Corpus Christi, TX
- Texas DOT, Montague County
- Louisiana DOT, Cameron Parish
- Tyndall Airforce Base, FL

Lyellco, Inc. is a family-owned tree trimming and disaster response company incorporated in 2013 as a small woman-owned business. Lyellco owns 27 pieces of equipment and has performed more than 20 federal and state contracts nationwide, responding to hurricanes, tornados, ice storms, floods, and more. Lyellco strives for the safety of its employees and the communities affected and operates according to FEMA rules and regulations.

The following list is just a few of our available DBE Partners:

DBE Partners	State	Type	Services
Ayleen Trash Hauling Services, Inc.	FL	SBE/MBE	Hauling Services, Hazardous Tree Removal
CSA Land Clearing	FL	DBE	Site Management
Florida Developers of Tallahassee	FL	DBE	Site Management
Gulf Coast Environmental Contractors	FL	WBE	Hazardous Tree Removal
Payne's Environmental Services, LLC	FL	MBE/VBE	Hazardous Tree Removal
Prism Lighting Services	FL	SBE	Temporary Lighting
YG Construction, Inc.	FL	MBE	Temporary Fencing
Cabildo Services	LA	DBE	Temporary Staffing
Disaster Recovery Group and Tree, Inc.	NC	DBE	Hauling Services, Hazardous Tree Removal
Action-Roll Offs, Inc.	TX	DBE	Hauling Services
Eggemeyer Land Clearing, LLC	TX	DBE	Hauling Services, Site Management
Highway Barricades and Services, Inc.	TX	DBE	Safety Supplies
Lyellco	TX	WBE	Hauling Services, Hazardous Tree Removal

Snapshot of Equipment

Description	Company Owned	Subcontractor Owned
Tub Grinder (Diamond Z- 1000HP)	6	12
Horizontal Grinder	2	5
Stump Grinder	2	30+
Excavators	12	37
Wheel Loaders	4	46
Track Loaders	3	64
Bulldozers	17	16
Air Curtain Incinerator	4	10
Skid Steer	4	100+
Self-Loading/Knuckleboom Trucks	56	300+
Pup-Trailers	45	100+
Truck Tractor	7	500+
Walking Floor Trailers	7	100+
Low Boy Trailers	4	18
Service Trailers	5	8
Flat Bed Trailers	6	100+
Bucket Trucks	19	100+
Service Trucks/ Foreman Vehicles	14	50+
Office Trailers	5	50+
Light Towers	2	50+
Air Compressor	2	75+
Turf Rake	1	10+
Power Screen	2	10+
Water Truck	2	10+

Section 2. Company Experience and References - Disaster Experience

Listed below are the projects performed by TFR Enterprises, Inc. in the past 3 years including the season, storm, contract terms, and amounts.

Project Dates	Contracting Agency	Description of Work	Contract Amount	Volume
09/23 to 04/24	Florida DOT- Hamilton County Kevin Couey 386-961-7059 John.couey@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- Hurricane Idalia DR4734	\$14,129,937.00 to Date	791,500 CY 43,125 Trees
09/23 to 04/24	Florida DOT- Dixie County Mark Hanna 352-493-6870 Mark.hanna@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- Hurricane Idalia DR4734	\$4,714,688.00 to Date	334,250 CY 10,600 Trees
09/23 to 04/24	Florida DOT- Madison County Tim Whitley 352-381-4329 Timothy.whitley1@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- Hurricane Idalia DR4734	\$15,098,597.00 to Date	978,000 CY 48,095 Trees
09/23 to 04/24	Florida DOT- Suwannee County Kevin Couey 386-961-7059 John.couey@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- Hurricane Idalia DR4734	\$18,622,181.00 to Date	1,200,000 CY 83,435 Trees
09/23 to Present	Florida DEP Wes Howell 850-528-3576 wes.howell@dep.state.fl.us	ROW Debris Removal Reduction, Disposal, and Hazardous Tree Removal- Hurricane Idalia DR4734	\$5,399,718.00 to Date	143,258 CY 12,535 Trees
09/23 to 11/23	Jefferson County, FL Shannon Metty 850-342-0223 smetty@jeffersoncountyfl.gov	ROW Debris Removal Hazardous Tree Removal Hurricane Idalia DR4734	\$1,138,239.00	61,450 CY 8,400 Trees
09/23 to 10/23	Hernando County, FL Stephen Stack 352-754-4060 sstack@co.hernando.fl.us	ROW C&D Debris Removal Hurricane Idalia DR4734	107,720.00	6,500 CY
08/23 to 10/23	Forsyth County, GA Joey Smith 770-205-4530 jhsmith@forsythco.com	ROW Debris Removal, Grinding, and Final Disposal	\$287,078.00	20,335 CY
08/23 to 10/23	Berkeley County, SC Alan Roberts 843-719-2382 Alan.roberts@berkeleycountysc.gov	Wood Waste Grinding Services	\$175,350.00	283 Hours
07/23 to 07/23	City of Topeka, KS Travis Tenbrink 785-861-5476 ttenbrink@topeka.org	Emergency ROW Debris Removal- Severe Storms	\$108,840.00	10,240 CY 125 Hours
06/23 to 07/23	City of Hopkinsville, KY Mike Perry 270-890-0601 mperry@h-ky.net	Emergency ROW Debris Removal- Severe Storms DR4702	\$112,020.00	12,000 CY
05/23 to 06/23	Hardin County, TN Lori Bearden 731-925-9943 hesw@hardincountytn.net	Emergency ROW Debris Removal- Tornado DR4712	\$160,515.00	12,000 CY Veg & 475 Tons C&D
05/23 to 05/23	City of Birmingham, AL Joshua Yates 205-335-8082 joshua.yates@birminghamal.gov	Bulk Waste Hauling	\$72,000.00	590 Tons
04/23 to 07/23	City of Jacksonville, AR Randy Watkins 501-982-6071 rwatkins@cityofjacksonville.net	Emergency ROW Debris Removal & Reduction- Tornado DR4698	\$411,300.00	31,480 CY
03/23 to 04/23	City of Norman, OK Joseph Hill 405-329-2524 joseph.hill@normanok.gov	Emergency ROW Debris Removal- Ice Storm DR4690	\$618,615.00	3716 Hours

Project Dates	Contracting Agency	Description of Work	Contract Amount	Volume
03/23 to 04/23	City of Lago Vista, TX James LeBlanc 512-517-8005 james.leblanc@lagovistatexas.gov	Emergency Debris Removal & Reduction- Ice Storm DR4705	\$54,000.00	9,000 CY
02/23 to 05/23	City of Cedar Park, TX Michael Lerash 512-769-1195 michael.lerash@cedarparktx.gov	Emergency Debris Removal & Reduction- Ice Storm DR4705	\$1,608,000.00	9565 Hours
03/23 to 04/23	Williamson County, TX Leticia Gomez 512-943-1591 lgomez@wilco.org	DMS Site Support Equipment- Ice Storm DR4705	\$28,500.00	150 Hours
02/23 to 03/23	Sunset Valley, TX Dakota Burns 512-591-9102 dburns@sunsetvalley.org	Debris Reduction by Grinding- Ice Storm DR4705	\$31,900.00	2,700 CY
02/23 to 04/23	City of Round Rock, TX Ricci Strayhorn 512-801-7391 rstrayhorn@roundrocktexas.gov	Emergency Debris Removal, Reduction, & Disposal- Ice Storm DR4705	\$1,658,989.00	6662 Hours
02/23 to 05/23	City of Leander, TX Mike Neu 512-28-2745 mneu@leandertx.gov	Emergency Debris Removal, Reduction, & Disposal- Ice Storm DR4705	\$460,000.00	22,600 CY
02/23 to 03/23	Hale County, AL Frederick Powell 334-529-7453 hcengr1@gmail.com	Emergency Debris Removal, Reduction, & Disposal- Tornado DR4710	\$304,000.00	25,000 CY & 200 Hazardous Trees
10/22 to 10/23	Florida DEP, FL Wes Howell 850-528-3576 wes.howell@dep.state.fl.us	Emergency Debris Removal, Reduction, & Disposal Waterway Debris Removal- Hurricane Ian DR4673	\$12,986,000.00	111,000 CY & 4,000 Hazardous Trees
10/22 to 11/22	City of Lake Mary, FL Bruce Paster 407-585-1452 bpaster@lakemaryfl.com	Emergency Debris Removal & Disposal- Hurricane Ian DR4673	\$212,000.00	939 Hours
10/22	State College of FL Manatee, FL Rebecca Ferda 941-752-5342 ferdar@scf.edu	Emergency Debris Removal & Disposal- Hurricane Ian DR4673	\$28,890.00	2,646 CY
10/22 to 12/22	Lake County, FL Mary Hamilton 352-253-6006 mary.hamilton@lakecountyfl.gov	Emergency Debris Removal, Reduction, & Disposal- Hurricane Ian DR4673	\$1,923,459.00	88,000 CY
10/22 to 11/22	FL Southwestern State College, FL Mat Mason 239-985-3497 matthew.mason@fsw.edu	Emergency Debris Removal & Disposal- Hurricane Ian DR4673	\$429,492.00	12,687 CY & 1,390 Hours
09/22	FLDOT – District 02, FL Brad Long 386-961-7067 bradford.long@dot.state.fl.us	72-Hour Push- Hurricane Ian DR4673	\$12,500.00	Standby Cut & Toss Crews
10/22	City of Cedar Rapids, IA Taylor Burgin 319-491-4164 t.burgin@cedar-rapids.org	Debris Reduction by Grinding- Derecho	\$279,160.00	54,275 CY
06/22	Hale County, AL Fredrick Powell 334-538-7453 hcengr1@gmail.com	Emergency Debris Removal- Tornado	\$53,808.00	5,585 CY
06/22 to 07/22	City of Pembroke, GA Arlene Hobbs 912-653-4406 clerk@pembrokega.net	Debris Reduction by Burning- Tornado	\$79,538.00	21,210 CY
02/22	USDA, KY Billy Graham 615-210-0617 billy.m.graham@usda.gov	Vegetative Reduction by Grinding & Haul Out- Avian Flu	\$10,800.00	1,200 CY

Project Dates	Contracting Agency	Description of Work	Contract Amount	Volume
01/22 to 02/22	Fulton County, KY Jim Martin 270-559-0192 feje@bellsouth.net	ROW Debris Removal, Reduction, & Disposal- Tornado DR4643	\$385,440.00	30,000 CY
11/21 to 04/22	Marion County, OR James Hess 503-566-4139 jwhartonhess@co.marion.or.us	ROW Debris Removal- Winter Storm DR4599	\$1,465,617.00	10,000 CY & 5,525 Hazardous Trees
09/21 to 01/22	Hidalgo County, TX Tony Forina 956-383-3112 tony.forina@co.hidalgo.tx.us	ROW Debris Removal- Ice Storm	\$630,000.00	93,600 CY
09/21 to 10/21	City of Bogalusa, LA Robert Wallace 985-732-6213 robert.wallace@bogalusa.org	ROW Debris Removal, Reduction, & Disposal- Hurricane Ida DR4611	\$82,656.00	13,225 CY
09/21 to 10/21	Village of Folsom, LA Marga Steel 985-796-5607 margrasteel@villageofolsom.com	ROW Debris Removal, Reduction, & Disposal- Hurricane Ida DR4611	\$50,669.00	5,835 CY
09/21 to 10/21	Town of Madisonville, LA Kyle Matthews 985-264-9862 kylem@townofmadisonville.org	ROW Debris Removal & Disposal- Hurricane Ida DR4611	\$310,544.00	27,733 CY & 180 Hazardous Trees
07/21	Iowa DOT, IA Jody McNaughton 515-239-1298 jody.mcnaughton@iowadot.us	Vegetative Debris Reduction & Haul Out- Derecho	\$79,343.00	12,340 CY
07/21	Sac & Fox Tribe, IA Mark V. Bear 641-484-4678 mark.vbear@meskwaki-nsn.gov	Vegetative Debris Reduction by Grinding- Derecho	\$48,750.00	13,000 CY
06/21	TXDOT-Kingsland, TX Joe Muck 512-715-5702 joe.muck@txdot.gov	Waterway Debris Removal of Collapsed Bridge- Storms & Flooding	\$289,000.00	112 CY
06/21	Boyd County, KY Jason Queen 606-393-1801 jqueen@boydcountky.gov	Reduction of Vegetative Debris- Ice Storm DR4592	\$103,680.00	192 Hours
05/21 to 10/21	KYTC, KY Laura Hagan 502-782-3980 laura.hagan@ky.gov	Debris Removal, Reduction, & Site Restoration- Ice Storm DR4592	\$4,297,452.00	36,050 Tons
04/21 to 05/21	City of Eunice, LA Paul Carrier 337-305-1635 pccarrier@yahoo.com	ROW Debris Removal- Hurricane Laura DR4559	\$102,260.00	11,490 CY
03/21 to 06/21	City of Bastrop, LA Diane Lenoir 318-283-3301 ddlenoir@cityofbastrop.com	ROW Debris Hauling, Reduction, & Disposal- Hurricane Laura DR4559	\$946,770.00	99,660 CY
03/21 to 09/21	TXDOT-Travis County, TX Jacob Wells 512-304-8122 jacob.wells@txdot.gov	ROW Debris Removal & Disposal- Ice Storm DR4586	\$186,182.00	8,950 CY
03/21 to 04/21	City of Corpus Christi, TX Gabriel Maldonado 361-826-1986 gabrielm3@cctexas.com	ROW Debris Removal & Disposal- Ice Storm DR4586	\$671,580.00	74,620 CY
12/20 to 3/21	Hancock County, MS Ben Benvenuti 228-368-4786 ben@ccellc.us	ROW Debris Removal & Disposal- Hurricane Zeta DR4576	\$590,696.00	64,520 CY
02/21 to 04/21	City of Choctaw, OK Loren Bumgarner 405-390-8300 lbumgarner@choctawcity.org	ROW Debris Removal & Disposal- Ice Storm DR4587	\$375,000.00	81,694 CY

References

1. City of Round Rock

Point of Contact: Ricci Stray – Forestry Department

Address: 301 West Bagdad Ave., Ste 250, Round Rock, TX 78664

Phone: (512) 801-7391

Email: rstrayhorn@roundrocktexas.gov

Contract Term: February 2023 to April 2023

Contract Amount: \$1,658,989.00

Description of Work: Emergency removal, reduction, and disposal of debris and hazardous trees from 2023 ice storm. **(6,662 Operator/Equipment Hours)**

2. Florida Department of Environmental Protection

Point of Contact: V. Morgan Tyrone – Project Manager, Highland Hammock State Park

Address: 5931 Hammock Rd, Sebring, FL 33872

Phone: (863) 386-6099

Email: victor.tyrone@dep.state.fl.us

Contract Term: October 2022 to December 2022

Contract Amount: \$51,884.00

Description of Work: Emergency removal, reduction, and disposal of debris and hazardous trees from Hurricane Ian. **(9,000 CY and 216 Hazardous Trees)**

3. Florida Southwestern State College

Point of Contact: Mat Mason – Director of Facilities Management

Address: 8099 College Parkway, D-214, Ft. Myers, FL 33919

Phone: (239) 985-3497

Email: matthew.mason@fsw.edu

Contract Term: October 2022 to November 2022

Contract Amount: \$429,492.00

Description of Work: Removal of vegetative debris, hazardous leaners, hangers, and stump removal following Hurricane Ian. **(12,687 CY and 1,390 Operator/Equipment Hours)**

4. City of Norman

Point of Contact: Joseph Hill – Streets Department

Address: 201 W. Gray St., Norman, OK 73069

Phone: (405) 788-2112

Email: joseph.hill@normnok.gob

Contract Term: October 2020 to February 2021

Contract Amount: \$4,054,876.00

Description of Work: Removal, reduction, hauling, and final disposal of hazardous trees from ROW. **(572,000 CY and 9,995 Hazardous Trees)**

5. Iowa Department of Homeland Security and Emergency Management

Point of Contact: Jordan Moser – Strategic Planner

Address: 6100 NW 78th Ave., Johnston, IA 50131

Phone: (515) 323-4246

Email: Jordan.moser@iowa.gov

Contract Term: September 2020 to February 2021

Contract Amount: \$7,722,536.00

Description of Work: Reduction of vegetative storm debris. **(1,600,00 CY)**

EXHIBIT "C" (page 1 of 2)
PROPOSAL FORM FOR RFP #24-009 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS REMOVAL TERM CONTRACT

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity*</u>	<u>Unit Price**</u>	<u>Total</u>
Phase I – collection, hauling to staging site, reduction				
Loading and Hauling Debris to a TDSR (Price to include MOT)	Cubic Yard	360	6.95	\$2,502.00
Reduction by Grinding at the TDSR	Cubic Yard	500	3.75	\$1,875.00
Reduction by Incineration at the TDSR	Cubic Yard	300	3.00	\$900.00
<u>Stumps</u>				
24" - 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	10	425.00	\$4,250.00
> 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	5	565.00	\$2,825.00
Sweeping Curb and Gutter	Hour	16	175.00	\$2,800.00
Vacuum Inlets	Hour	12	225.00	\$2,700.00
Removal of Hanging Limbs (> 2" @ break)	Each	100	110.00	\$11,000.00
<u>Tree Removal</u>				
Damaged or leaning Trees with less than fifty (50) percent of their root-ball exposed (Flush cut to ground level.)				
6" to <12" @ 4.5' measured above ground level	Each	10	150.00	\$1,500.00
12" to <18" @ 4.5' measured above ground level	Each	5	200.00	\$1,000.00
18" to 24" @ 4.5' measured above ground level	Each	5	250.00	\$1,250.00
>24" @ 4.5' measured above ground level	Each	5	695.00	\$3,475.00
Damaged or leaning Trees with greater than fifty (50) percent of their root-ball exposed. (Price includes tree and root-ball removal, and filling of the root-ball hole)				
6" to <12" @ 4.5' measured above ground level	Each	10	150.00	\$1,500.00

EXHIBIT "C" (page 2 of 2)

12" to <18" @ 4.5' measured above ground level	Each	5	<u>200.00</u>	<u>\$1,000.00</u>
18" to 24" @ 4.5' measured above ground level	Each	5	<u>250.00</u>	<u>\$1,250.00</u>
>24" @ 4.5' measured above ground level	Each	5	<u>695.00</u>	<u>\$3,475.00</u>
Loading and Hauling C&D Debris	Cubic Yard	270	<u>7.50</u>	<u>\$2,025.00</u>
White Goods and Hazardous Household Waste Disposal	Each	20	<u>30.00</u>	<u>\$600.00</u>
Freon Recovery	Unit	10	<u>45.00</u>	<u>\$450.00</u>

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	Cubic Yard	360	<u>4.75</u>	<u>\$1,710.00</u>
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Disposal/Tipping Fees will be reimbursed at actual cost; do not include in prices.

TOTAL PRICE \$48,087.00

* Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by Engineer.

** If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal.

Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Bid Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Proposer: TFR Enterprises, Inc.

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, T.F.R. Enterprises, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Ocoee, as Obligee, in the sum of Twenty Five Thousand Dollars and 00/100 Dollars (\$ \$25,000.00) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for RFP #24-009 - Emergency-Disaster Debris Removal Term Contract ("Project").

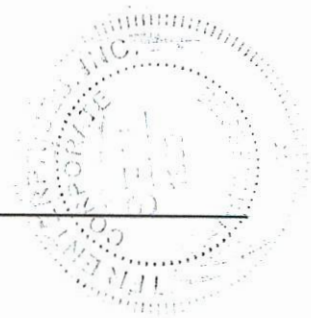
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of July, 2024.

T.F.R. Enterprises, Inc.

(Principal)

By: _____



Travelers Casualty and Surety Company of America

By: _____

David T. Miclette

, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

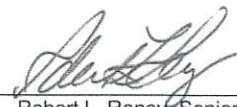
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

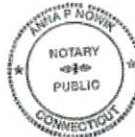
City of Hartford ss.

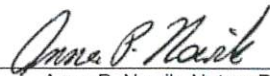
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

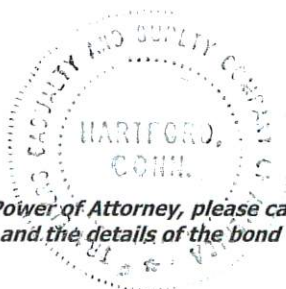
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

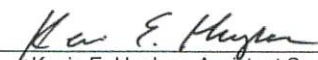
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of July, 2024.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

EXHIBIT "G"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: TFR Enterprises, Inc.

Signature: 

By: Tipton F. Rowland
(Print or Type Name)

Title: CEO

Date: 07/05/2024

EXHIBIT "H"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that TFR Enterprises, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of TFR Enterprises, Inc. [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**



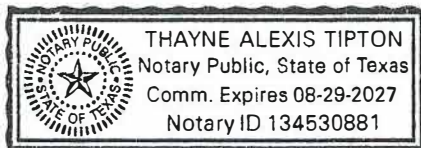
Print Name: Tipton F. Rowland

Date: 07/05/2024

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Williamson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 05, 2024 (date) by Tipton F. Rowland, CEO (name of officer or agent, title of officer or agent) of TFR Enterprises, Inc. (name of contractor company acknowledging), a TN (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]





Notary Public

Thayne Alexis Tipton
Name typed, printed or stamped

My Commission Expires: 08/29/2027

Company ID Number: 303767

Approved by:

Employer TFR Enterprises, Inc	
Name (Please Type or Print) Tiffany J Wilkes	Title
Signature Electronically Signed	Date 02/12/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2010

Company ID Number: 303767

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	TFR Enterprises, Inc
Company Facility Address	601 Leander Drive Leander, TX 78641
Company Alternate Address	
County or Parish	WILLIAMSON
Employer Identification Number	721149862
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

EXHIBIT "I"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: TFR Enterprises, Inc.

Unique Entity ID (UEI) number: PH Q Q 12K Y M5

CAGE Code: 0R4H4

Physical Address: 60 1Leander Dr.
Leander, TX 78641

Expiration date of Registration: 04 10/2025

SAM Registration

Entity Information

T.F.R. ENTERPRISES, INC ● Active Registration

Unique Entity ID
PHQDU2KY4JM5

Your registration was activated on 2024-04-11. It expires on 2025-04-10, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.



EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] TFR Enterprises, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company] TFR Enterprises, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tipton F. Rowland, CEO

Name and Title of Contractor's Authorized Official

EXHIBIT "K"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by TFR Enterprises, Inc. (Entity)
by Tipton F. Rowland, CEO
(Print individual's Name & Title)

whose business address is 601 Leander Drive, Leander TX 78641

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 07/05/2025

✓. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

Date: 07/05/2024

TFR Enterprises, Inc.

Name of Bidder (Contractor)

STATE OF Texas

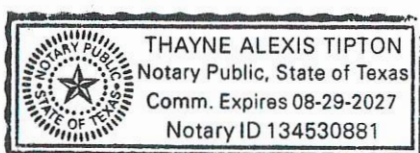
COUNTY OF Williamson

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Tipton F. Rowland who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 05 day of

July, 2024



Notary Public

My Commission Expires:

08/29/2027

EXHIBIT "L"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have ✓ I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have ✓ I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date July 05, 2024.

By: Tipton F. Rowland, CEO
(Signature of Authorized Official)

TFR Enterprises, Inc.

(Name of Construction Contractor or Subcontractor)

601 Leander Drive, Leander TX 78641

(Address of Construction Contractor or Subcontractor)

512-260-3322

(Telephone Number)

72-1149862

(Employer Identification No.)

EXHIBIT "M"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date July 05, 2024.

By: Tipton F. Rowland

CEO

(Title)

Official Address (including Zip Code):

601 Leander Drive, Leander TX 78641

EXHIBIT "N"
Certification Regarding Scrutinized Companies' Lists

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: TFR Enterprises, Inc.

By:  Tipton F. Rowland
(Authorized Signature)

Title: CEO

Date: 07/05/2024



EXHIBIT "O"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, or any FEMA, FHWA, FDOT employee, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

TFR Enterprises, Inc.

Firm Name

Signature

Tipton F. Rowland, CEO

Name and Title (Print or Type)

07/05/2024

Date

EXHIBIT "P"
RFP #24-009 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

TFR Enterprises, Inc.
COMPANY NAME

512-260-3322
TELEPHONE (INCLUDE AREA CODE)

512-528-1942
FAX (INCLUDE AREA CODE)

tiffany@tfrinc.com
E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

Tipton F. Rowland, CEO
NAME/TITLE (print)

601 Leander Dr.
STREET ADDRESS

Leander, TX 78641
CITY STATE ZIP

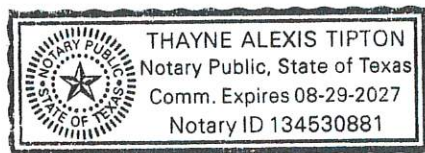
FEDERAL ID # 72-1149862

____ Individual; ☒ Corporation; ____ Partnership; ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 20____.

Personally Known ☒ or
Produced Identification _____

(Type of Identification)



Notary Public - State of TX
County of Williamson


Signature of Notary Public

Thayne Alexis Tipton
Printed, typed or stamped
Commissioned name of Notary Public

24. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Proposer in the past five (5) years that is related to the services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

Please see attached 'Litigation Statement' on the following page.

25. ACKNOWLEDGMENT OF ADDENDA:

Proposer acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>07/01/2024</u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>

26. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY

NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Timberline Trading, Inc. - Michael Dotson, (816) 564-1761, FEIN: 43-1695748

Lyellco, Inc. (WBE certification enclosed) - Levi Lyell, (512) 698-9812, FEIN: 46-3383578

(Attach additional sheets if necessary)

The Proposer certifies that the Proposer has investigated each subcontractor/temporary worker agency listed and has received and has in the Proposer's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

27. EQUIPMENT LISTING:

Litigation Statement

Year	Type of Action	Title of Action	TFR Enterprises, Inc. Status	Nature of Action	Status
2022	Arbitration	In the matter of Arbitration Between Core Tree Care, Inc. vs. TFR Enterprises, Inc.	Claimant	Payment Dispute- TFR withheld retainage	Settlement agreement reached – pending final paperwork
2019	Lawsuit	TFR Enterprises, Inc. vs. Florida Department of Transportation, Target Engineering Group, LLC formerly known as Target Engineering Group, Inc.	Plaintiff	Non-Payment for Services	Settled

Core Tree Care

Core Tree filed this arbitration demand seeking payment of retainage TFR rightfully withheld due to Core Tree's failure to timely and properly perform and provide the necessary number of trucks related to certain TFR projects with the Florida Department of Transportation. TFR is permitted to withhold retainage to offset the fees and expenses incurred in connection with Core Tree's failures, which it did. TFR is vigorously defending against this arbitration. **The parties have reached a settlement agreement whereby TFR agreed to pay Core Tree \$55,250, and the parties canceled the arbitration. TFR is awaiting final paperwork from Core Tree to send the settlement amount to Core Tree.**

Florida Department of Transportation

After repeated efforts to obtain payment for Monitoring-firm issued and signed tickets for a debris removal job contracted by the Florida Department of Transportation, TFR was forced to file suit to protect the interests of its local subcontractors, the Company, and other vendors. Despite repeated requests by TFR to amicably resolve this matter, FDOT provided no reasonable grounds for refusing payment (all payments were for work authorized and completed as evidenced by signed debris tickets or other comparable support). TFR spent almost two years negotiating with FDOT to resolve the nonpayment without the need for formal legal proceedings. TFR only undertook formal legal action after exhausting all other avenues failed and when FDOT refused to resolve this matter in good faith. **Settled.**

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1463383578100 / 509129
Vendor Name	Lyellco Inc
Vendor Address	7503 White Oak Drive Lago Vista, TX 78645 USA
County	TRAVIS
Contact	Sharon Lyell
Phone/Fax	512-576-3000 /
Email Address	sharon@lyellco.com
Website	http://www.lyellco.com
Business Description	Tree trimming & removal, lot cleaning, debris hauling and bobcat services.
Business Category	<u>Building Construction, Including General Contractors And Operative Builders (02)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Inactive (N -Not on CMBL)</u>
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	27-JAN-2027
HUB Eligibility	<u>WO (American Woman)</u>
HUB Gender	<u>E</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

Please see enclosed 'Snapshot of Equipment' in Section 1.

28. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

The Proposer shall complete the following blanks regarding experience with similar type of work. Proposer must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

Please see enclosed 'Experience' and 'References' in Section 2.

Have you any similar work in progress at this time? Yes ☒ No ☐.
Length of time in business 35 years months.

Bank or other financial references:

Bank: Prosperity Bank, The Woodlands 1-45 Banking Center, 25661 I-45, Woodlands, TX 77380

Surety: Bowen, Milette, and Britt Insurance Agency, LLC, 2800 North Loop West, Suite 1100, Houston, TX 77092

Auditor: Felipe Sabino, CPA - Van Houten and Associates, PC, 1517 E. Palm Valley Blvd., Round Rock, TX 78664

Insurance: TrueNorth Companies, CA Lic: 0D75414, 500 1st St. SE, Cedar Rapids, IA 52401

(Attach additional sheets if necessary)

29. EXCEPTIONS:

List any exceptions you have to this scope of services or contract terms. (Note: exceptions will not be considered after award.) The City reserves the right to accept or reject any requested exceptions.

None.

(Attach additional sheets if necessary)

Section 5. Approach and Methodology - Mobilization Plan

Our team has developed efficiencies to deliver exceptional service while minimizing expenses based on decades of experience working on local, state, and federal contracts. We have years of experience with time-sensitive response efforts and emergency debris removal, employing fast-tracked operations to get the job done. We're also cognizant that following a disaster event, the local economy will have taken a severe hit and the income of many area residents may be temporarily impacted. Our team makes it a point to hire as many local subcontractors as possible and to purchase products and supplies from local suppliers.

Our nationwide subcontractors and vendors have locations across the US and can respond with assets to any disaster nationwide. Our operations manager will call all subcontractors and vendors and place them on 24-hour on-call "standby" and will require them to provide us with a list of available equipment, materials, personnel, and timelines for deployment.

Rapid Deployment

- ☑ **Management Team**, within 12 hours of receiving NTP, TFR will have our management team on-site.
- ☑ **Emergency PUSH Crews**, PUSH crews will immediately begin mobilizing upon notice.
- ☑ **ROW Debris Removal Crews**, hauling operations will begin 24-48 hours from NTP.
- ☑ **Hazardous Tree Removal Crews**, tree crews will begin 24-48 hours from NTP.
- ☑ **Debris Management Site Locating/Set-up**, if not previously identified, we will begin locating/site set-up operations immediately following NTP.
- ☑ **Establish Temporary Office Location**, immediately following NTP, TFR will set up a temporary office or mobilize one of our company-owned command centers.

Key Advantages of TFR's Readiness, Transition, and Mobilization Procedures

Strategic Planning and Prepositioning	Our readiness, deployment, and mobilization plans outline our steps to mobilize and execute under emergency conditions.
Pre-Event Monitoring	We maintain situational awareness of pending events through continuous monitoring of weather outlets. We begin pre-planning 72 hours before a known projected event will occur.
Continuous Training and Exercises	We will hold annual in-house training sessions and implement programs based on lessons learned from past events.
Subcontracting and Procurement	We have built a large database of specialized, pre-qualified subcontractors and vendors that allow us to procure multiple sources for labor, equipment, and required materials.
Understanding of Emergency Response Processes	We're convinced that, with more than three decades of disaster response experience, we'll exceed the objectives of this RFP.

Project Management Approach

As Prime Contractor, TFR possesses effective program management systems for overall management, reporting, cost and schedule control, and quality assurance. We have a strong track record on similar contingency contracts with USACE, FEMA, and other Federal agencies that will provide valuable lessons learned to be used when disaster strikes. To expediently serve our clients, our organizational approach features several important organizational initiatives, including an emphasis on logistics, optimized subcontractor teaming with regional and nationwide coverage, a 24/7 response from our home office, and localized, dedicated project support.

Managing On and Off-Site Personnel

In a disaster, TFR's approach to resource management is to keep the degrees of separation between the operations manager and field personnel as minimal as possible and ensure that the span of control remains manageable. We provide our managers with the authority to make swift decisions in often unforeseen circumstances. These concepts enable us to remain informed of daily operations, maintain efficiencies, and remain agile to adjust to changes.

On-Site Management

Our team's proposed key personnel have more than 155 years of debris management experience and are committed to sharing their knowledge and capabilities with our clients and mobilizing within 24 hours of notification. Our team is aware of the issues that may arise in the aftermath of a natural or man-made disaster and is prepared and experienced in dealing with them. The debris team will gain a comprehensive knowledge of project goals beyond what is stated in the written scope of work by coordinating with government and municipal disaster management personnel.



Our management structure clearly defines duties and reporting lines for our team and clients. We understand the importance of providing the management team and field personnel with defined roles and a span of control that creates a stable structure for workers functioning in a post-disaster environment. Allowing our personnel to concentrate on specific tasks allows them to focus on the project's objectives and manage them in a way that meets or surpasses all contractual standards set within the scope of work. Daily operations and planning meetings will be attended by all key personnel to convey the status of ongoing operations, quality, safety, and scheduled activities. These meetings are meant to provide for an open discussion of problems as well as an opportunity for attendees to share ideas that will improve efficiency, safety, and quality. Meeting minutes will be kept and made available so that the project status and work assignments may be documented. The project manager will assign specific crews to localities based on the priorities established by the client's priority routes, debris volume, debris category, disposal options, and available equipment resources.

Our team management and integration plan include the following:

- Subcontract agreements
- Define protocols
- Documentation processes

-
- Daily/weekly schedule reviews
 - Training on quality control, safety, and data reporting
 - Performance reviews

Off-Site Management

When multiple missions occur, our program manager will oversee the performance of each operations manager deployed from our corporate office in Leander, Texas. He/she will provide support for subcontracting resources, lodging, fuel, equipment resources, quality control, and health and safety compliance.

Quality Control Overview

TFR has a strong quality assurance/quality control culture, a tried-and-true corporate quality management system that has been employed in all recent disasters, and a track record of high-quality recovery projects. Our quality assurance team is well-versed in corporate procedures. We confirm that the processes, equipment, and verification testing utilized on a wide range of debris removal and other recovery operations correspond to contracts and task order requirements through 3-phase inspections. (Preparatory Phase, Initial Phase, and Follow-up Inspections), we know that a one-size-fits-all approach to quality control is not realistic, based on lessons learned from previous disaster initiatives. TFR is dedicated to delivering high-quality standards in a cost-effective and timely manner while adhering to government guidelines and regulations.

Clean As You Go Policy

TFR's "Clean as you go" policy applies to all employees and subcontractors during all phases of work. It is designed to ensure and maintain the cleanliness and safety of each work zone to the highest standard. The policy places the responsibility on all workers to maintain the working environment in a clean, tidy, and safe condition at all times when carrying out duties on each pass as thoroughly as practicable.



Safety Overview

The safety and health of our employees continue to be the first consideration in the operation of our business. TFR Enterprises, Inc. and its principals are committed to maintaining a safe and healthy workplace for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all personnel associated with TFR, whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees/subcontractors are required to report any violations, unsafe conditions, or known safety hazards to their immediate supervisors at once. All subcontractors are subject to TFR's safety and health policy as a condition of the contract agreement. The responsibility for the health and safety of TFR employees' rests with all levels of management. The specific areas of responsibility are as follows:

- Creating and implementing safe and healthy work practices, working conditions, and a safety mindset among all employees.
- Appointment of appropriate persons to administer the safety and health program.

-
- Provide a means of collecting, evaluating, and circulating safety and health information, necessary audio-visual aids, and other appropriate materials.
 - Maintenance of injury and illness recordkeeping systems with periodic review and evaluation.
 - Inspections of health and safety work practices and conditions in the field on a routine basis, utilizing checklists that will be reviewed with site personnel.
 - All levels of management and supervisory personnel are committed to the following principles that are the foundation on which the TFR safety and health program is built:
 - All injuries and occupational illnesses can be prevented.
 - All construction and operating expenses can be reasonably safeguarded.
 - Working safely is a condition of employment.

Environmental Overview

TFR is committed to protecting the environment and preserving the Nation's historic resources while complying with all applicable Federal environmental and historic preservation laws. The primary potential environmental impacts occur from activities related to debris management sites, individual demolition sites, and transportation activities associated with moving debris and waste along with general transportation activities.

A comprehensive Environmental Protection Plan will be prepared and submitted within five days of notice of award. It will identify specific debris management sites and specific impacts associated with the location(s). This includes site-specific information such as depth to the water table, distance to potential receptors and pathways, and the site setting parameters that may be affected by activities such as dust, odor, noise, traffic, etc. Until the specific debris site is identified, the Environmental Protection Plan cannot be finalized.

This framework is intended to demonstrate our familiarity with the requirement and our ability to deliver the submittal plan as required. It's not intended to be a complete or thorough model for the Environmental Protection Plan.

Pathways to be evaluated and issues to be addressed in the Environmental Protection Plan:

- Air/Dust, Odor, Gases, Smoke
- Water/Storm Water Runoff/Erosion Control, Leaching into Water Table
- Esthetics & Community Relations -Setbacks, Noise, Traffic, Hours of Operation, Tree Preservation, Site Restoration
- Spills and Spill Response

Special Considerations:

- Wetlands Protection
- Ground Water Recharge and Discharge
- Aquatic Food Chain Support
- Fish and Wildlife Habitat
- Fire/Rodent/Wind/Hauling Control

Primary considerations also include prevention of soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through site layout and design, protection of privacy by maintaining and establishing buffers between conflicting land uses and maintaining or enhancing habitat for wildlife through final restoration.

Project Understanding and Approach

This operational plan has been thoroughly vetted over years and years of disaster-related debris management projects. Utilized in Plantation, Florida to smaller projects such as Port Aransas, Texas, the operational plan outlined below maintains the flexibility to administer and complete multiple large-scale projects simultaneously without sacrificing safety, transparency, and performance. In 2020, TFR's flexible operational plan was tested. With projects spanning Iowa, Oklahoma, Alabama, Mississippi, Texas, and Louisiana **TFR operated, funded, and closed out 57 simultaneous projects with a total value of over \$76 MIL.**

Planning and Preparation

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. In the past, we have offered this value-added service to clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

With TFR's expertise and guidance, together, the client and TFR will develop a complete, full-service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quickly and realize full FEMA reimbursement. Additionally, by identifying key elements, such as debris management sites and staging locations, TFR can rapidly mobilize to ensure an efficient response immediately following the storm.

Monitor

The 72 hours before the landfall of a forecasted event is crucial in ensuring an effective response. Typically, 48 to 72 hours before the anticipated impact, members of our contract administration department begin contacting our list of qualified subcontractors, with priority given to those closest to the anticipated strike area and determining their ability to commit, estimated response time if tasked, and access to temporary lodging or fuel sources if required. Simultaneously our fleet manager begins identifying potential resource needs, contacts vendor partners, and notifies the shop manager and operators of potential for deployment. Project managers assist in the securing of subcontractor commitment, in-house labor force availability, and logistic planning for post-storm response. Within 24 to 48 hours of the projected impact, and as the probability becomes less marginal, the previously listed subcontractors are contacted and placed in a standby state. The fleet manager ensures that all operators and support personnel are on standby, and that equipment is prepped and ready for immediate dispatch if needed. During the last 24 hours before the landfill, and upon notification from the customer or our administrative staff's direction, mobilization of

Supporting Communities from the Ground Up

☑ Ready

With years of experience helping hundreds of customers, TFR offers a deep understanding of the disaster recovery process. We help our clients put together a plan before a disaster strikes so that they will be ready to respond when it does.

☑ React

TFR hits the ground running as soon as a disaster strike. We can mobilize our expert project managers, crews, and state-of-the-art equipment within hours.

☑ Respond

TFR carefully coordinates every disaster recovery/debris management plan to meet the needs of the community. Our deep planning and project expertise enable us to provide extremely accurate time/cost estimates and meet or exceed all project expectations.

☑ Recover

TFR provides support and technical assistance to help clients navigate a complex maze of state and federal public assistance programs, including FEMA reimbursements, to help disaster-impacted communities get back on their feet as quickly as possible.

resources will begin. Project management, equipment, and personnel mobilized before landfall will stage at a determined location outside of the impact area and remain in contact with contract administration and the client for instructions on when to proceed. If push crews have been requested, pre-event staging will typically be determined by the contracting agency requesting push assistance.

Notice to Proceed

Immediately following a notice to proceed, TFR will schedule a kick-off meeting with government officials to discuss our mobilization plan.

Mobilization of Personnel and Equipment-

Once initial assessments are completed either by the client or TFR, and the need for contract activation is agreed upon, TFR will enter the mobilization phase. During this phase, project managers on the ground will work closely with fleet management at headquarters to coordinate the dispatch of resources. Project managers will take into consideration the magnitude of the event, the services for which TFR is contracted, assessments by the client, in-house assessments, and various other factors when determining the number and type of resources that are required to best serve the client. The timeline for mobilization is typically 24 hours from notice to proceed.

Lodging and Life Support Services

TFR's office staff ensures the availability of lodging for field employees, through various means. When available TFR will utilize local hosts such as hotels, Airbnb, VRBO, or similar services. When local resources are unavailable due to being at capacity, power, or water is unavailable, or other circumstances, TFR can dispatch multiple portable housing units. Using company-owned water trucks and on-hand generators, these units can self-sustain for extended periods or until services are restored.

Equipment and Personnel Check-In

Once the staging area has been determined and resources dispatched, TFR along with the client or monitor firm representing the client will complete the certification process. Each debris hauling unit will be measured for capacity or weight, depending on contractual specifications. Units are assigned a number that is visible on the truck placard for identification and record-keeping purposes. Tree trimming and other specialized equipment will be assigned a number and placard for the purposes mentioned above. This entire process should be thoroughly documented with copies of documentation provided to both the client and contractor.

Work Hours

For safety purposes, debris removal crews will work 12-hour shifts during daylight hours, seven days a week, unless the contract specifies otherwise. If requested, debris site operations may be conducted 24 hours a day, with adequate lighting and necessary safety precautions in place.

Daily Operation Meetings

The cornerstone of the debris removal efforts will be daily operating meetings, which will allow employees and subcontractors to identify and address any challenges that may arise during the recovery process. Agenda items may include gathering daily reports, problems encountered in the field, damage claims, additional resources needed, production concerns, and future assignments.

The primary purpose of daily meetings will be to promote open lines of communication between TFR staff, adjust daily production as needed, and resolve any issues or damage claims. Open channels of communication have been shown to promote exceptional results and collaboration among project participants.

Safety/Toolbox Meetings

Our safety manager, Roger Barfield, will conduct monthly safety meetings with our management team to discuss safe working conditions and review job site safety practices. In these meetings, he will review TFR's corporate position on occupational safety, health, and regulatory compliance. He will also hold weekly group safety meetings and project managers will each hold daily toolbox meetings for debris removal crews, operators, laborers, and support staff to discuss known hazards, analyze near misses, and review any employee safety concerns.

Debris Management Operations

The devastating remains of a natural disaster can leave a trail of fallen and uprooted trees, branches, hazardous stumps, and other small and large vegetative debris. Construction and demolition debris, as well as specialty wastes, can be found throughout the waste stream.

Eligible Debris

TFR should only be handling materials that originated from a natural or man-made disaster, the legal responsibility of the client, located on public rights-of-way, and excluding debris from commercial sources and unimproved property. The quality control manager shall train all field personnel on material classifications and any questionable debris shall be addressed immediately.

Passes

TFR will comply with the number of passes required within the contract.

Work Zone Safety and Traffic Control

Our corporate safety manager reviews each contract during the kick-off stage. With the scope of work in mind, an initial safety plan is formulated and conveyed to the project managers responsible for field operations. Our project managers are knowledgeable in the standards set forth by the American Traffic Safety Services Association and the Occupational Safety & Health Act. This knowledge is used to identify hazards and means of mitigation. During the hazard identification stage, many factors are taken into consideration. These include but are not limited to overhead hazards, electrical hazards, traffic volumes, pedestrian traffic routes that may be affected, and routing for over-dimensional vehicles. The cumulation of this data results in a complete Job Hazard Analysis, which can be communicated to employees, and implemented to allow for the most productive and safe working environment.

Right-of-Way Debris Operations

Vegetative Debris

Vegetative debris is collected from the public ROW or private property when warranted. Vegetative debris collection crews are under the direction of the project manager on-site and have been fully trained in the identification of eligible vegetative debris and its removal. Routes for collection are assigned based on client priorities and routing logistics. This collection process is documented in its entirety to allow for reimbursement and auditing purposes. The means of the collection will be determined by the geography, access, and quantities of vegetative debris to be removed.

C&D Debris

Construction and demolition debris that has been placed on the ROW for removal will be removed by our C&D collection crews. As with vegetation crews, these crew members have been fully trained in identifying eligible C&D, the processes involved with its removal, and the hazards associated with it. Routes for collection are assigned based on client priorities and routing logistics. This collection process is documented in its entirety to allow for reimbursement and auditing purposes. The means of the collection will be determined by the geography, access, and quantities of vegetative debris to be removed.

Household Hazardous Waste

HHW placed on the ROW is segregated from other debris streams and removed by designated debris removal crews. These crews are trained in all applicable EPA or state regulations about the collection and disposal of household hazardous waste. HHW is collected and delivered for final disposal at an approved hazardous waste facility. The collection of HHW may take place in tandem with other debris removal operations, or as a separate pass dependent on the volume of HHW generated.

White Goods and Putrefied Foods

White goods refer to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certification to do so. These items should be separated at the curbside and delivered to the collection points designated. If they are brought to the debris site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals, fluids, and food waste.

Electronic Wastes

Electronic waste refers to electronics such as computers and televisions, also known as E-waste. E-waste will be segregated from the curbside debris piles and hauled to a designated disposal facility.

Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. Once at the temporary staging area, VINs and other identifying information are documented and provided to the customer. Further processing or handling of the vehicles and vessels will be determined by the client's debris management plan, or as directed, by local and state ordinances, securement of ownership laws, hazard abatement laws, and any other applicable regulations.

Tires

Tires will be collected and transported to a licensed recycling facility.

Gasoline Powered Tools

Lawnmowers, weed trimmers, chainsaws, and other gasoline-powered lawn equipment that contain fuel, oil, or other hazardous substances will be collected from the curbside and hauled to a central site for processing. They will be cleaned, and the fuel and oil will be removed, recycled, and disposed of properly.

Asbestos-Containing Material

Any debris removal operations involving ACM shall comply with the regulations set forth by EPA, NIOSH, OSHA, and any local and state regulatory bodies. Any employee, subcontractor, or other agents of TFR Enterprises involved in the removal and/or disposal of ACM shall be properly trained, and certified or licensed to perform the assigned tasks. All documentation will be maintained by the Federal Code of Regulation guidelines.

Earthen Debris (Sand, Dirt, Soil)

Earthen Debris will be evaluated to first determine whether it is considered contaminated, or non-contaminated. This will be accomplished through means of environmental surveying, soil sampling, and origin determination. If deemed contaminated, the spoils are to be loaded in appropriate hauling units and delivered directly to a legally permitted disposal facility. If determined to be non-contaminated, and of beneficial use, TFR will make good faith efforts to find alternative disposal through means of recycling.

Recyclables

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible. As such, TFR utilizes tub grinders, slow-speed shredders, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources such as boiler fuel for co-generation plants or production mills. In addition to vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor, and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals, and clean vegetative debris sorted and piled for recycling.

TFR Spotlight

Bastrop County Wildfire

100% of the mulch created from the grinding of trees was utilized in beneficial reuse or was recycled.

100% of the C&D was recycled.

Sources will be sought for the following recyclable material:			
Asphalt	Dirt	Roofing Materials	Tires
C&D	E-Waste	White Goods	
Concrete/Aggregate	Metals	Mulch	

TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local paper mill in Orange County, Texas. This strict commitment to recycling storm-generated debris has benefited both clients and TFR.

Reduction

Reduction of debris is normally applied to vegetative debris such as brush and tree debris, which is also referred to as “burnable debris”. However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, and treated timber. This process is applied to reduce the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping, grinding, and recycling.

Open Burning

Open burning, although very cost-effective, may not be suitable for urban areas. The feasibility of this method is very dependent on the location and the cleanliness of the debris. Many areas and locations will not permit open burn, particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact, and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration

Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a

“burn pit” aided by a forced-air blower. The pit can be constructed below or above grade (depending on the water table) and includes a mechanical blower to create constant optimal burn rates and an “air curtain” effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc., there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

- A setback of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structures of at least 1,000 feet.
- Construction of non-combustible “warning” stop blocks (at least 1 foot in height) for equipment located at the burn pit.
- Use limestone (or equal material) for the construction of the “pit” with reinforced earth anchors, or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent the leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
- Seal the pit ends at least four feet high.
- Pit construction (by this solicitation) shall be 8-9 feet wide, and 14 feet deep.
- A 12” dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
- Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
- The length of the pit shall be no longer than the length of the blower nozzle.
- The operators shall be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

Grinding/Chipping

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or “chips” This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips can be recycled and used as mulch, fuel, ground cover, and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

- Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
- The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.



-
- Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
 - Debris must be sorted and cleaned of other contaminants such as metals.
 - Operators must wear hard hats even in closed cab machines while operating.
 - Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
 - Ground debris or mulch shall be stored onsite in piles no higher than 15 feet. Such piles shall not remain on-site for longer than seven (7) days and haul-out procedures shall ensure. Ground debris or mulch is monitored daily for heat and internal combustion.

Sand/Soil Screening

Pre-screening is required before crushing or production screening occurs because the raw material has a large particle size range. Large pieces of material need to be roughly broken with a jaw crusher. To avoid excessive crushing, small pieces of materials can be directly screened and then enter the subsequent equipment without entering the jaw crusher for crushing. The screening currently is called pre-screening. Adding a screen to the hopper or a special vibrating screen is the ideal pre-screening equipment. A production line screener then processes more than one size of finished products. Therefore, the finished material is screened into a variety of granular products and stockpiled for future use or recycling, which is called independent screening. The linear vibrating screen is often used for independent screening.

Debris Site Management

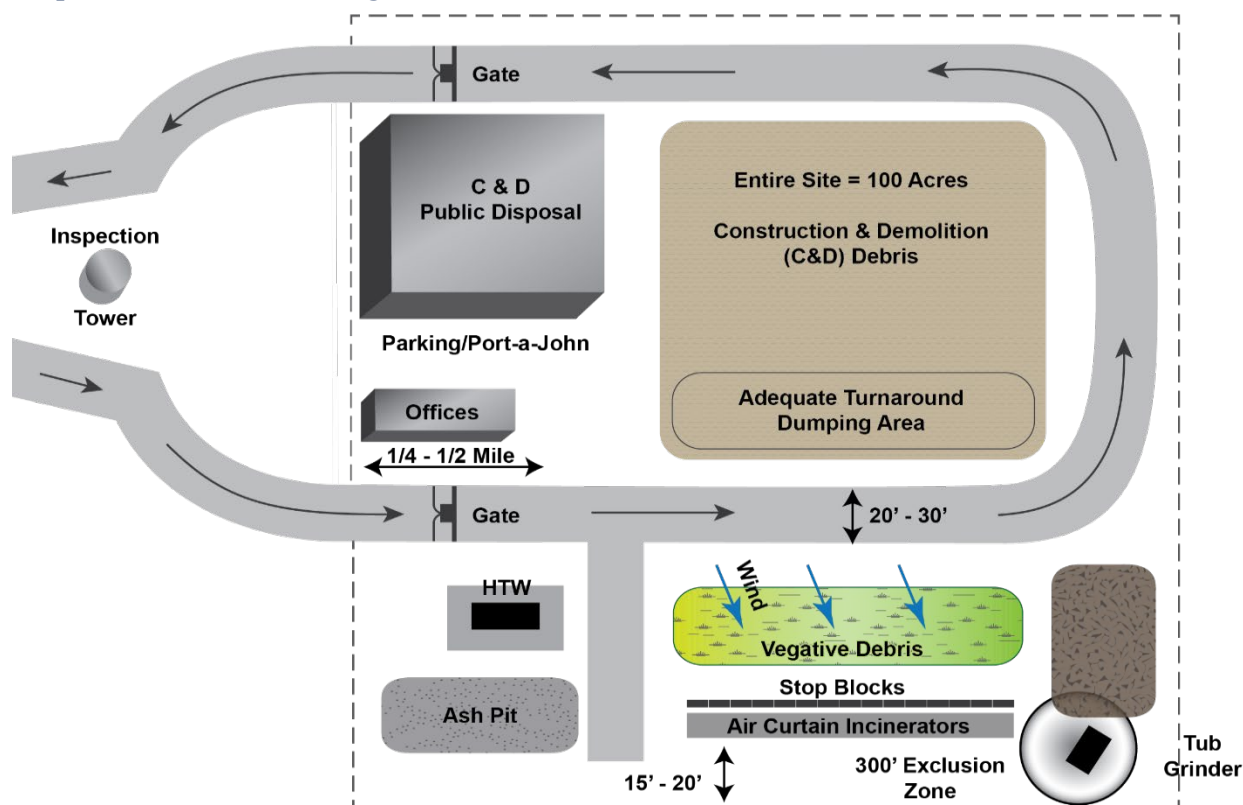
Debris Management Site Selection

In conjunction with Government Officials, TFR seeks to aid in the selection and qualification of debris management sites. Identification and selection of appropriate sites are vital to the efficiency, cost control, and overall safety of the debris management process. The FEMA *Debris Management Guide* outlines the selection of a debris management site through the following:

- Ownership
- Size
- Location
- Environmental and historic concerns

In past planning sessions, TFR and Government Officials have scoured potential areas locating and qualifying numerous sites through a stringent identification process. Examining the layout of the City/County, possible high-volume areas, and environmental impact, TFR and Officials can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act, and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 8 concurrent debris management sites with Company-owned Diamond Z Grinders, the qualification process of logistically, geographically, and environmentally appropriate debris sites is key to the efficient, rapid mobilization effort TFR can offer.

Preparation of Debris Management Sites



Obtaining and Possessing Necessary Licenses and Permits - The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before the occupation, will be made for the record, in addition to any soil, water, or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the EHS Manager will then prepare copies of all necessary permits for delivery to Government Representatives.

Submittal of Site Plan and Establish Field Offices and Equipment Staging Area - After the approval/assignment by Government Representatives of the DMS, which currently is unidentified, a physical review of the site will be made by the OM, the site manager, and representatives. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect: (1) access to the site (ingress, egress) (2) Site preparation-clearing, erosion control, and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) Location of Temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish the required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

For this RFP and the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects that directly address the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked, and filed with

appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by Government Representatives before DMS accepts storm-generated debris.

Hazardous Materials Containment Area – TFR’s employees have been involved in the preparation and construction of many DMS to FEMA/USACE specifications. The Company will have had all necessary tools and supplies shipped from its home office for the first deployment of equipment. Once again, this is done as a safeguard measure if supplies and materials may not be readily available in the area following a disaster event. This Hazardous Materials Containment Area shall be constructed to the specifications outlined in the RFP.

Before construction, the site will be graded, and a berm constructed to provide a Hazardous Containment Area that will direct site runoff away from the Hazardous Containment Area. The area shall be 30’x30’. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Six inches (6”) of sand shall be spread within the area to provide an additional defense against hazardous leakage while also protecting the heavy gauge plastic against rips and tears. Additional plastic or tarp sufficient to cover the area will be available to prevent rain or snow from entering the containment. Lastly, site runoff shall be redirected away and from the containment area through the utilization of site grading.

Additional Construction Procedures that may be necessary are:

- The establishment of a lined temporary storage area for ash, fuels, and other materials that could contaminate soil and groundwater.
- Construction of temporary fencing around debris material storage areas for segregation and protection from traffic.
- Construct non-combustible stop blocks for equipment located at the burn pit.
- Establishment of an equipment staging area where equipment can be isolated and inspected regularly for fuel and oil leaks. Describe provisions for a lined area for fueling and equipment repair to protect soils from spills of petroleum products, hydraulic fluids, etc.
- Provision of plastic liners under stationary equipment such as generators and mobile light plants.
- Construct Roadways Throughout the Site - Traffic will be designed for one way in and one way out to avoid congestion.
- Erect Stop, Slow, and Direction Signs for safety and traffic flow. Signs will also be provided at the main entrance with the site name and directions, i.e., Office/Visitor Check-in, visitor parking, truck inspection tower, etc. There will also be signs designating the HTW area, white goods area, first aid area, mixed debris, etc.
- Establish a gated entrance for security to the perimeter of the site and a guard building to record visitors and authorized personnel visiting the site.
- If necessary, establish a “public” or separate dump area for debris hauled by others with separate traffic patterns and a distinguished and separated (by temporary fencing or other means) perimeter to avoid mixing the debris with the debris hauled by the contractor.



Once the Site Plan is approved, the Company will locate its office command center. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, record-keeping, and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel-toed boots, flags, safety vests, and other miscellaneous items

necessary to the immediate operations. These command centers will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.

DMS Remediation and Restoration

In the event of a natural disaster, a Debris Management Site (DMS), usually selected by the government, may be used to process debris before its final disposal. Substantial site preparation may be required such as proper access points of entry, security devices, control gates, fenced storage compounds, adequate internal haul roads, proper erosion, and sediment control fencing, and stormwater retention features, to name a few. If a DMS is required, then TFR will, upon entering each site for the first time, photo-document the existing site conditions using both a video camera and still photographs.

At the cessation of DMS operations, all sites will be restored to the satisfaction of Government Representatives/Owners with the intent of maintaining the utility of each site, leaving it unencumbered for future use and safeguarding the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer before the final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade before vacating each site.
- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, fencing, construction entrances, and built-up aggregate haul roads) will be removed from each DMS unless otherwise instructed by the Government's Representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video cameras and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to its original condition.

Disposal

Vegetative Debris

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed of. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing it.

C&D Debris

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before the landfill, to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Household Hazardous Waste

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the permitted collection points previously located. However, if HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods

White Goods refer to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at the curbside and delivered to the recycling facility previously located. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids before being recycled.

Electronic Waste

Electronic waste refers to items such as computers, televisions, printers, and scanners that will be contained in a separate staging area and then transported to a previously identified recycling facility.

Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area with controlled access. Once at the temporary staging area, VINs and other identifying information are documented and provided to the customer. Further processing or handling of the vehicles and vessels will be determined by the client's debris management plan, or as directed, by local and state ordinances, securement of ownership laws, hazard abatement laws, and any other applicable regulations.

Putrefied Foods

Handling of putrescent waste will be managed to minimize employees' exposure during the removal and transport to a permitted solid waste disposal facility.

Tires

Tires will be collected and transported to a licensed recycling facility.

Gasoline Power Tools

Gasoline Power Tools will be transported to a scrap metal processing facility.

Asbestos-Containing Materials

Any employee, subcontractor, or other team members of TFR Enterprises involved in the disposal of ACM shall be properly trained, and certified or licensed to perform the assigned tasks. This material will be loaded for transport in an approved, lined, and sealable container. The material is then delivered to the pre-determined final disposal facility, permitted for receiving asbestos-containing materials. TFR will adhere to all regulations set forth by EPA, NIOSH, OSHA, and all local and state regulatory bodies. Documentation relating to these activities will be retained by the Federal Code of Regulations.

Soil, Mud, and Sand

If deemed contaminated, the spoils are to be loaded in appropriate hauling units and delivered directly to a legally permitted disposal facility. If determined to be non-contaminated, and of beneficial use, TFR will make good faith efforts to find alternative disposal through means of recycling, such as local soil suppliers as usable material, land clearing companies for fill material, or local construction companies for land improvement purposes.

Other Support Services

Demolition

TFR has the experience of managing and performing several demolition services including full demolition, basement and foundation removal, blight property abatement, and much more. An experienced member of our project management team will evaluate the site and determine the services needed. When applicable we will cooperate with the customer to perform soil sampling, asbestos testing, or other necessary preliminary studies. Utilities will be located and verified as disconnected. Once testing is complete and any remediations have concluded, e.g., asbestos siding removal, runoff protection installation, and well/ water pipes capped, demolition of the structure commences. The means of demolition are determined by many factors such as site access, the risk

to surrounding property, material being demolished, or dust control necessary surrounding the work area. Demolition crews are trained and operate under the standards set forth by the Occupational Safety and Health guidelines.

Private Property Debris Removal

Private property debris removal must present an immediate health and safety threat to the public before it is reimbursed under the Public Assistance Program. This is typically the responsibility of private property owners, however, if the debris poses a threat to the public at large and the property owners are unavailable the state or local municipalities may need to enter onto private property to alleviate the immediate threat.

Hazardous Limb Removal

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the public
- Greater than 2” in diameter at the point of breakage
- Broken and still attached to the tree.

The resulting debris will be collected from the grounds and hauled by normal debris collection standards.

Hazardous Tree Removal

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, are eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property.
- It has a DBH of 6” or greater.
- AND one or more of these criteria:
 - ✓ 50% or more of the crown is damaged or destroyed.
 - ✓ A split trunk or broken branches that expose the heartwood.
 - ✓ Fallen or uprooted within a public use area.
 - ✓ Leaning at an angle greater than 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree-specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls.
- The shape of the tree, the lean of the tree, and decayed or weak spots.
- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree-specific removal plan, the following procedures shall take place:

- The employee shall work from the uphill side whenever possible.
- Before felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
- Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
- Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
- A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by “slicing” or “ripping” cuts.

-
- The depth of penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
 - The resulting notch shall be flush cut to the ground.

Hazardous Stump Removal

The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root ball exposed.
- Greater than 24" in diameter, as measured 24" above the ground.
- Located on public property or a public ROW.
- Immediate threat to public health and safety

Documentation Process, Procedures, and Data Management

TFR Enterprises, Inc has developed a Disaster Debris Data Management System (DDD) used for creating, gathering, managing, and retaining all project information for all stakeholders involved in each debris mission. This disaster-specific debris management system includes documents, processes, and procedures that ensure accurate and timely invoices, subcontractor payments, and client reimbursement. These processes are specific to FEMA documentation compliance and employ quality controls to ensure accuracy with a goal of zero defects.

Material Tracking and Quantification

There are three critical data management forms used for material tracking and quantification:

1. Truck Certification forms which certify and measure each hauling unit. The certified truck number and measured hauling capacity are transferred onto a Placard which is affixed to each haul unit at the beginning of the job.
2. Load tickets for quantifying the right-of-way Debris Collection
3. Unit tickets for documenting Hazardous Leaners and Hangers (tree trimming and removal)

A truck certification form is a form used at the beginning of the project that documents all hauling units and their precise measurements calculated and recorded in unit measure Cubic Yards. The client or its contracted monitoring company performs this certification. This is a critical step at the beginning of operations that records all truck-specific information including assigning a unique truck number or unit number sometimes referred to as a placard number, the truck owner or subcontractor contact information, legal state vehicle registration, and measured capacity in cubic yards. Proof of liability insurance for that specific vehicle is also validated at this time. Some of this information is then transferred to a placard and affixed onto each haul unit identifying 3 key items: Truck number, the Measured Capacity of the unit, and the Contract Name (Applicant/Client). These placards are then used by the monitors to document the hauling operations onto haul tickets. TFR scans the certification along with the photographs of each unit and driver information for that vehicle into our DDD system and it is downloaded into our database.

When documenting the right of way debris removal operations, and Hazardous Leaners and Hangers there are two different methods for capturing and documenting the unit data of the work being performed in the field: **hand-written paper tickets or ADMS (Automated Data Management System)** tickets using handheld units such as smartphones or tablets. Both methods are provided by either the client's personnel, if self-monitoring the project, or by monitoring company personnel selected and hired by the client. Load tickets allow all applicants or recipients to document billable activities accurately during the debris mission and are submitted to FEMA as required documentation. The following data is collected on the paper haul tickets:

Ticket number
Load Date
Load Time
Material Type
Pickup location or origin or GPS
Contractor Name
Truck number
Driver Name
Certified Capacity of Truck
Load Call % (if applicable)
Net Cubic Yards Delivered (CY or Tons)
Destination of Material
Landfill Disposal ticket number (if applicable)
Monitor Name and Signature

Similar information is collected on the Hazardous Leaner/Hanger tickets but includes Tree, Stump, or Hanger Qty and Diameter instead of truck capacity and load call and must include GPS coordinates and be accompanied by before and after photo representation.

ADMS Technology (Automated Data Management Systems) is an electronic means of capturing data on all operations in the field. ADMS technology uses handheld units such as smartphones, tablets, or other portable hardware. The field monitors capture all pertinent data with these devices including date, time, truck number, capacity, debris type, and pick-up location (with GPS coordinates), and these units typically can take photographs documenting the operations.

Load quantities will be verified and "scored" or "called" by tower monitors at DMS or final destination sites. Once the official call is recorded onto the "open" load ticket, and a validation signature is executed by the tower monitor, the ticket is "closed" and carbon copies of the ticket are distributed as follows: one copy to the truck driver, one copy to the TFR Enterprises, Inc Project manager, two copies to the monitoring firm (one for monitor and one for client). Having 5-part tickets ensures that proper reconciliation is done between the Prime Contractor, Sub-contractors (if any), the monitoring company, and the Client to maintain the integrity of the processes and to follow FEMA guidelines.

TFR Data Processing. All recorded load tickets are scanned every day at our field office and downloaded into our debris database. Quality control procedures are completed on the data to ensure no duplicate tickets are entered and each ticket line is checked through programming to ensure that the measured capacity of the trucks, from the truck certifications, is correct on each ticket. The data is then reconciled with each of our subcontractor invoices to ensure data matches and is approved through our debris data management system. This process is only used with the hand-written paper ticket method, it is eliminated when an ADMS system is utilized. These procedures incorporate multiple types of billing items to include several units of measure such as "Cubic Yard", and "Ton" for right-of-way hauling items such as vegetative, C&D, sand, water-way debris removal, a unit of measure "each" for hazardous tree removal, hazardous hanging limbs (hanger), white goods, e-waste, vessels, abandoned vehicles, etc.) as well as "Hours/Days" for emergency debris clearance or 72-hour push. These items are the basis for customer invoicing as well as subcontractor payments.

Customer Invoicing. TFR will invoice using this data per the contract's applicable invoicing cycles: weekly, bi-weekly, monthly, etc.). TFR will not invoice for duplicate tickets or debris collected off the designated right-of-way. In the unlikely event, a duplicate ticket is invoiced, TFR will immediately revise and resubmit the invoice.

These procedures adhere to FEMA and FHWA guidelines and Record Retention and Access (2 C.F.R. 200.333-337) regulations and will maintain records for a minimum of seven years (TFR exceeds these guidelines and retains these records for 10 years). These processes are well-vetted, have been improved upon over the last 32 years, and ultimately streamline our subcontractor invoice approval and payment process as well as increase the speed and accuracy of our reconciliation and invoicing to the Client. Each invoice will be accompanied by excel spreadsheets exported from our debris data management system and will include all pertinent data from each load ticket from the period of each invoice and will comply with FEMA guidelines for reimbursement.

Subcontractor Data Management and Weekly Payments

The above-described data management processes are used for managing subcontractor data. TFR's typical workweek is Monday through Sunday unless specified otherwise by contract. Sub-contractors email weekly invoices to TFR's Project Administration team the week following the workweek for reconciliation. Reconciliation is done quickly using TFR's debris data management system and any discrepancies are sent to the subcontractor until completely reconciled. Payment for each week is made the second Friday after the workweek ends. The TFR Project Administration team sends a weekly Partial Payment and Release to the sub-contractors for signature before payment is made. This Payment release is accompanied by a spreadsheet that includes all tickets that are included in that week's payment. The subcontractor's signature on the release warrants four critical items:

- a) Covenants and warrants that all labor, materials, equipment, services, and other items, including without limitation, all payroll, sales, and privilege taxes furnished under the above subcontract or purchase order(s) have been paid for, and
- b) Releases TFR Enterprises, Inc., Project Owner, and Project Prime Contractor from all claims whatsoever arising out of or relating to the subcontract or purchase order, and
- c) Waives any lien rights concerning the project to the extent of payments received and,
- d) Agrees to indemnify TFR Enterprises, Inc., Project Owner, and Project Prime Contractor against any claim or lien asserted through or under the undersigned concerning the project.

TFR Enterprises, Inc., has prepared and submitted invoices with backup documentation for, and received payments of over \$240,000,000 over the past 5 years and made subcontractor payments of over \$125,000,000 on more than 100 individual municipal FEMA-reimbursed disaster debris management contracts. TFR's extensive FEMA experience, thorough understanding of FEMA guidelines and procedures, and reporting and payment processes allow for successful reimbursement to our customers. TFR's thoroughly vetted data management system results in the successful completion of FEMA reimbursements and audits.

Pre-Event Assistance - TFR can guide the development of debris management plans. Coordinate annual readiness (kick-off) meetings after the award. Assist in locating and pre-approving temporary debris management sites with the appropriate authorities (i.e., Department of Environmental Quality, etc.)

Post-Event Assistance - Provide guidance and assistance with debris volume assessments post-storm. Attend kickoff meetings and subsequent meetings. Provide daily progress reports. Assist with Public Announcements. Provide client-requested reports. Keep in constant communication with the client on all debris operations and provide supporting data for FEMA reimbursement.

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- | | |
|------------------------------------|---|
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| • Pickup location or origin or GPS | • Landfill Disposal ticket number (if applicable) |
| • Contractor Name | • Monitor Name and Signature |
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Experience with FEMA Reimbursement

TFR possesses an intimate understanding of the FEMA & FHWA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient as possible.

TFR personnel have conducted over 450+ federally funded projects and have gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With no turnover in our key personnel for the past ten (10) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 34 years. Sharon Lyell, our operations manager, in conjunction with Tiffany Jean, contract manager, leads our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering guidance to aid our clients in complying with the federal *Public Assistance Program*.

FEMA Compliance Team Spotlight

FEMA Training Courses

Independent Study Course Codes:

1,5,10,11,15,18,19,20,21,27,29,30,35,37,42,45,60,61,62,63,64,66,75,100,101,102,103,107,120,130,
144,156,158,162,200,200.C,201,212,215,216,230,235,240,241,242,244,245,253,271,279,289,293,302,
315,317,321,322,323,324,325,326,559,632,633,650,660,700,700.B,703,706,727,772,800,815,904,905,
906,907,908,909,913,915,916,1000,1001,1004,1013,1150, and 2200.

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
THAYNE A. TIPTON
has reaffirmed a dedication to serve in times of crisis through continued
development and completion of the Independent Study course:

IS-230.E:
FUNDAMENTALS OF EMERGENCY MANAGEMENT

Issued this 12th Day of October, 2023

0.40 IACET CEU



Jaffrey D. Stuenkel, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
TIFFANY J WILKES
has reaffirmed a dedication to serve in times of crisis through continued
professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this 28th Day of February, 2023

0.3 IACET CEU



Tony R. Burch
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
JACK T. ANDERSON, III
has reaffirmed a dedication to serve in times of crisis through continued professional
development and completion of the Independent Study course:

IS-2200:
BASIC EMERGENCY OPERATIONS CENTER FUNCTIONS

Issued this 16th Day of January, 2023

0.40 IACET CEU



Jaffrey D. Stuenkel, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Recent Performance on Major Disaster Declarations

Year	Client	Major Disaster Declaration
2023	Florida Department of Transportation	Florida Hurricane Idalia, DR-4734-FL
2023	Florida Department of Environmental Protection	Florida Hurricane Idalia, DR-4734-FL
2023	City of Jacksonville	Arkansas Severe Storms and Tornadoes DR-4698-AR
2023	City of Round Rock City of Leander City of Cedar Park City of Lago Vista City of Sunset Valley Williamson County	Texas Severe Winter Storm, DR-4705-TX
2022	Florida Department of Environmental Protection City of Lake Mary Lake County State College of Florida Manatee Florida Southwestern State College Florida DOT- District 02	Florida Hurricane Ian, DR-4673-FL
2021	City of Bogalusa Town of Madisonville Village of Folsom	Louisiana Hurricane Ida, DR-4611-LA
2021	Kentucky Transportation Cabinet Boyd County	Kentucky Severe Winter Storms, Landslides, and Mudslides, DR-4592-KY
2020	City of Choctaw Oklahoma City City of Enid City of Blanchard City of Norman	Oklahoma Severe Winter Storm, DR-4575-OK

TFR has had an initiative-taking approach to debris cleanup since Hurricane Andrew (DR-955-FL) in 1992. Implementing a comprehensive, efficient debris management plan that keeps operational flexibility to solve problems as they arise is critical to the project's success and our client's receipt of full FEMA reimbursement. After developing a debris management strategy, we strongly advise submitting it to FEMA for approval, which will alleviate any anxiety about FEMA acceptance following a disaster event.



City of Ocoee, FL

**RFP # 24-009 for
*Emergency-Disaster Debris
Removal Term Contract***

**Tuesday,
July 9, 2024 @ 2:00 PM**

Please direct all inquiries to
the Disaster Administration Office located in Mobile, AL

Ashley Ramsay-Naile
President
Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com
Tax ID: 01-0626019
Sam UEI Number: TTNUYNSBDQU4

Florida Business License # CGC1532476

City of Ocoee**Re: RFP #24-009 Emergency-Disaster Debris Removal****Electronic: Via Bonfire**

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the bid referenced above. We want to express our desire to enter into an agreement with the City of Ocoee for Emergency Disaster Debris Removal and Disposal Services. We believe we are the best company to provide the City with the requested services based on our personal experience, and our many years of experience and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf is a national full-service debris management firm with nearly **fifty-five (55) years'** experience in helping communities like the City of Ocoee respond to and recover from disasters. Having managed successful debris clean-up operations in **seventeen (17) states, including Florida**, we have developed one of the most capable recovery management teams in the Country. Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing, and disposing of **over four hundred (400) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City of Ocoee.

Highlights of Past Projects in Florida

- **2022 Hurricane Ian (FL)**
 - **38 Florida Activations** – \$290,220,471+ Invoice Amount (*ongoing*) – **19,404,863 Total Event Cubic Yards**
 - **Removed over 40% of Ian debris by volume** in the State of Florida
 - **2023 APWA Award of Excellence**
- **2018 Hurricane Michael (FL, GA)**
 - **16 Florida Activations** – \$252,281,133 Invoice Amount – **12,256,345 Total Event Cubic Yards**
 - **18 Additional Activations** in North Carolina (Hurricane Florence)
- **2017 Hurricane Irma (FL)**
 - **67 Florida Activations** – \$202,277,038 – Invoice Amount – **10,047,423 Total Event Cubic Yards**
 - **26 Additional Activations** in Texas (Hurricane Harvey)
 - **American Public Works Association – 2018 Contractor of the Year (City of Punta Gorda, FL)**
- **2016 Hurricane Matthew (SC, FL, VA, NC, GA)**
 - **39 Activations** - \$82,267,725 Invoice Amount - **5,675,560 Total Event Cubic Yards**

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 40+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris removal from operational methodology to quality control and FEMA public assistance reimbursements. We recognize that an efficient, orderly, and safe debris management operation can only be achieved by experienced on-site personnel. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and extensive framework of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA Public Assistance Program and Policy Guidelines and meeting 2 CFR requirements.** Our experience enables us to assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. We believe training and pre-planning are keys to a successful debris removal operation. CrowderGulf provides **pre-planning** and **training** to our clients **free of charge** throughout the contract term.

CrowderGulf is committed to responding to any event in the City of Ocoee regardless of size or type, with utmost promptness. **Don Madio, Florida Regional Director**, is a seasoned member of the CrowderGulf team. He is a long time Florida resident and has first-hand experience working disaster declarations within the State of Florida. **Joe Hayes, Regional Manager and Senior Project Manager** has also been assigned to meet the needs and requests of the City throughout the year and is a lifelong resident of Palm Beach County, Florida. Don and Joe have been at the forefront of CrowderGulf's Florida Activations, most recently directing extensive statewide debris removal operations after Hurricanes Ian and Idalia. In the last seven years, the CrowderGulf Florida Regional Management Team has overseen the removal and disposal of over **forty-five (45) million cubic yards** of disaster debris in the State of Florida since 2016. Both he and Don can provide valuable knowledge and experience with an inherent commitment and dedication to the City of Ocoee.

Additionally, **Sam Roberts, Project Manager** has been assigned to the City of Ocoee for field operations in future responses supporting the City. Sam has extensive experience in managing disaster debris removal operations, most notably, in the complex operational environments that comprise Central Florida. This operational experience and knowledge includes dedicated service to the City after Hurricane Ian's widespread impacts in 2022 and numerous additional debris responses across the Southeastern U.S.

Don Madio can be reached at 813-285-8749 or dmadio@crowdergulf.com and **Joe Hayes** can be reached at 561-315-1360 jhayes@crowdergulf.com or, you may contact the **CrowderGulf Disaster Assistance Office (DAO)** at 1-800-992-6207.

Financial strength is one of the most important aspects for the City of Ocoee to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we are able to provide the very best subcontractors for the City and are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	\$ 1,000,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 150,000,000

CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Additional information regarding insurance has been presented with our proposal response.

CrowderGulf has encountered and successfully handled everything within the City of Ocoee's Scope of Work identified in the RFP. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. ***Details of our abilities are summarized in our Past Performance in the attached proposal.***

Our Disaster Management Services include the following:

Pre-Planning and Training	Waterway Debris Removal	Demolition
Emergency Road Clearance	Marine Salvage	Dredging
ROW & ROW Debris Removal	Bio-Mass Recycling	Portable Housing
Development & Operation of DMS	Derelect Vehicle and Abandoned Vehicle Removal	Levee Construction
Final Debris Disposal	Removal & Disposal of White Goods & E-Goods	Sonar Scanning
Hazardous Materials Handling	Tree Trimming and Removal (leaners /hangers)	Marine Construction
Technical Disaster Recovery Assistance	Sand Removal, Screening & Breach Restoration	Cellular Tower Construction
Historic Property Preservation	Temporary Ice, Water and Other Consumables	Road and Utility Work
Bulkhead and Pier Replacement Pile Driving	Temporary Power Services/Generators	Land Clearing and Site Prep

We greatly appreciate the opportunity to submit this proposal. **We assure you that our professional disaster debris team will continue to exceed the expectations of the City of Ocoee.** We will be pleased to provide any additional information that would assist the City in its deliberations and look forward to your favorable response.

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 #08-24**. In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,



Ashley Ramsay-Naile, President
jramsay@crowdergulf.com / knoll@crowdergulf.com

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- Exhibit K – Public Entity Crimes Form
- Exhibit L - Certification of Nondiscriminatory Labor Practices Form
- Exhibit M – Certification of Non-Segregated Facilities Form
- Exhibit N – Certification Regarding Scrutinized Companies Form
- Exhibit O – Conflict of Interest Disclosure Form
- Exhibit P – Company Information & Signature Sheet
- Exhibit Q – Prevailing Wages Rates / EEO / AAP
- Exhibit R – Map of Roadways on the Federal Aid System
- Litigation Summary Statement - none
- MBE/SWMBE Certifications
- Addendum Acknowledgement



Section 1 – Company Information

Pictured: 2018 Hurricane Michael Bay County, FL



City of Ocoee, FL

RFP #24-009 for Emergency-Disaster Debris Removal Term Contract

Section 1 – Company Information

a.



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

**Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com**

Ashley Ramsay-Naile President 646-872-1548 Cell jramsay@crowdergulf.com	Reid Loper Vice President 678-477-3755 Cell rloper@crowdergulf.com
Don Madio Regional Director 813-285-8749 Cell dmadio@crowdergulf.com	Joe Hayes Regional Manager 561-315-1360 Cell jhayes@crowdergulf.com

b. CrowderGulf was founded in 1969, in the wake of Hurricane Camille – **55 Years**

- **CrowderGulf, LLC** was formally organized in 1994 – **30 Years**
- **CrowderGulf Joint Venture, Inc.** is a Florida Corporation, and was formally organized and incorporated under the laws of the State of Florida September 3rd, 2002 – **22 Years**

c. Additional Company Information:

- **FEIN: 01-0626019**
- **FL License: CGC1532476**
- **FL Sunbiz: P02000095020**



Readiness and Project Support

✓ 6 Florida Offices ✓ Dedicated Florida Management Team ✓ 55 Years Serving Impacted Communities



CrowderGulf At-A-Glance / Why Choose CrowderGulf?

- **Full time (365 days/yr.) CrowderGulf is a leading Debris Management and Response Company with over 50 years of successful experience** in debris management, removal, and disposal services.
- **Bases of Operation:**

<u>Primary</u>	<u>Mobile, Alabama</u>
<u>Satellite Offices</u>	Palm Harbor, West Palm Beach, Jupiter, Winter Garden, New Smyrna Beach, Miami, Florida, D'Iberville, Mississippi, New Orleans, Louisiana, Hilton Head Island and Laurens, South Carolina Denton and Portland, and Austin, Texas Richmond, Virginia
- **Never failed to complete** all contract obligations and never defaulted on a contract.
- CrowderGulf's ability to attract and retain highly skilled and qualified personnel allow us to **commit 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, managed 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 **\$150 million** 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.
- CrowderGulf offers a well-developed, scalable, adaptable, and proven Debris Management plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "**Clean as You Go**" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 1,000,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 150,000,000

Over Fifty Years of Debris Management Experience

CrowderGulf is a national full-service debris management company, with over **fifty years** of experience throughout the United States, helping communities, like the City of Ocoee, 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. 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 responded to numerous natural and man-made disasters that activated hundreds of contracts, each involving its own unique challenges and circumstances. Having performed debris management operations across the United States, 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 (FDEP), the Florida Department of Public Health (DOH), and the Florida Department of Transportation (FDOT). 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 ensure 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 provides the City of Ocoee with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

CrowderGulf Services Available to the City of Ocoee

CrowderGulf has a detailed and strategic plan tailored to meet the needs and specific requirements of the City. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf can offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre-Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Aerial Damage Assessment via Helicopter Flyover

After a storm has impacted a large area, CrowderGulf often implements the use of a **helicopter flyover** with local officials, to assess the damage. This allows our team to prioritize which areas may need assistance sooner than others based on severity of damage, as well as see progress once work has started

Emergency Road Clearance “PUSH”

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

Right of Way (ROW) Debris Removal

CrowderGulf performs permitting, clearing, and removing FEMA eligible disaster debris from the public rights-of-way, streets, roads, canals, lakes, ponds, and waterways as directed by the City. Each load of debris is accurately recorded electronically or on load tickets and presented to the City daily along with requested daily and weekly production reports.

Private Property Debris Removal (PPDR)

When requested, permitted, and approved by FEMA, State or Local Government CrowderGulf can conduct debris removal operations from private property. Debris must eliminate the immediate threat to lives, public health, and safety; and must be a result of the declared incident and within the designated area. Each load of debris is accurately recorded electronically or on load tickets and presented to the City daily along with requested daily and weekly production reports.

Development and Operation Debris Management Sites (DMS)

CrowderGulf constructs TDMS to handle the volume of debris generated in the City by the disaster. Operation of the TDMS includes debris separation, reduction, recycling and staging, separating and disposal of hazardous waste and fluids. TDMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate TDMS locations and provide site specific operational plans.



Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. At the City’s request, tipping fees associated with final disposal facilities can be paid by CrowderGulf and back billed to the City as a pass-through cost.

Stump Removal

All stump removal will be conducted following all FEMA Public Assistance Program and Policy Guidelines. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Hazardous Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All tree work is directed by the City and a FEMA representative. CrowderGulf has certified arborists to assist the City with tree trimming and removal.

Arborist Program

Understanding the dynamics of tree growth and health is pivotal in fostering resilient tree canopies, particularly in the face of natural disasters such as, high wind events and tropical systems. Mismanaged tree canopies not only escalate debris generation post-disaster but also increases the treat to public health and safety. At CrowderGulf, we recognize the significance of arboriculture in disaster recovery efforts.



Building upon our longstanding provision of arborist services post-storm disaster, we have expanded our program to include pre-storm disaster arborist services aimed at proactive canopy management within the framework of contemporary arboriculture standards.

In-House Arborist:

CrowderGulf provides an in-house arborist who works closely with our safety team, ensuring adherence to arboriculture and safety protocols across all CG projects. This expert not only oversees tree crews but also provides invaluable guidance to Project Managers (PMs) on safeguarding undamaged trees, prioritizing high-value trees to minimize additional damage, and managing arboriculture procedures aligned with FEMA reimbursement criteria. Moreover, our arborist team possesses utility training, equipping them to address concerns regarding right-of-way access and usage, including complexities arising from interactions with various utility companies within the canopy's vicinity.

Level 1 Assessment:

A Level 1 Limited Visual assessment conducted by our trained arborists offers a rapid yet comprehensive evaluation of trees across extensive areas. By methodically traversing designated zones, our arborists examine trees and vegetation to identify potential risks, focusing on signs of disease, decay, and structural defects that could pose hazards to people or property. These assessments serve as crucial initial screenings to promptly identify trees requiring immediate action, ensuring proactive hazard mitigation before potential damage or liability occurs.

Level 2 Assessment:

During a Level 2 Basic assessment, our certified arborists conduct thorough visual inspections of trees and their surroundings to identify defects or hazards. Utilizing specialized tools and techniques, they examine the tree's trunk, branches, and crown for indications of decay, disease, or compromised structural integrity. Following this assessment, arborists determine whether observed conditions warrant a more intensive Level 3 Advanced assessment, providing property owners with detailed reports outlining risk ratings and recommended mitigation measures.

Level 3 Assessment:

Level 3 Advanced assessments involve in-depth evaluations of a tree's structural integrity and health, employing advanced diagnostic tools and techniques to uncover hidden defects or decay. Climbing inspections, resistance drilling, sonic tomography, and root system inspections enable arborists to assess structural defects, disease progression, and overall tree health accurately. The findings from these assessments inform tailored care measures, empowering property owners, managers, or municipalities to make informed decisions regarding tree management and disaster preparedness.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.

Derelict Vehicle and Vessel Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding, as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.

Removal & Disposal of White Goods & E-Waste

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and in extremely sensitive areas, the debris is removed by hand labor. CrowderGulf has also completed earthen-fill repairs and restoration as well as armored shorelines consisting of riprap, (both stone and recycled concrete). CrowderGulf also has the capabilities and experience installing gabions, geo-web products and various types of bulkheads and retaining walls.



Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can aid with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Other Services CrowderGulf is Experienced in are, but not limited to:

Household Hazardous Waste (HHW)	Temporary Ice, Water and Other Consumables
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Cellular Tower Construction	Dredging & Sand Screening
Marine Salvage & Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration

Drone Capabilities

CrowderGulf utilizes cutting-edge drone technology, integrated with advanced mapping and analysis software, and enhances precision with GNSS survey receivers equipped with Real-Time Kinematic (RTK) technology. This comprehensive suite of tools is pivotal in our debris management operations, including on city owned properties, private properties, linear utility easements, and public rights of way, ensuring that our documentation meets the stringent accuracy and compliance standards required for FEMA reimbursement.

Accurate Documentation for FEMA Reimbursement: The precision offered by the Drone's high-resolution imaging combined with GNSS survey receivers and RTK technology, giving centimeter level positioning accuracy, ensures that every piece of debris documentation is accurate and verifiable. FEMA requires detailed, precise, and auditable data to approve reimbursement claims. Our technology stack provides georeferenced images and detailed maps that meet these requirements by accurately documenting the location, extent, and type of debris, ensuring that all information is FEMA-compliant.

Private Property Debris Removal Documentation: The advanced imaging and precise location data capture capabilities of our equipment facilitate comprehensive documentation of debris on private properties. This level of detail is critical not only for operational efficiency but also for providing the necessary documentation to FEMA, which often requires proof of debris impact and removal for reimbursement.



Linear Easement (Utilities & Waterway) / Right of Way Documentation: For debris located in linear easements (both land and water) and rights of way, our drones and GNSS receivers map and document with pinpoint accuracy. The ability to survey and map easements, waterways, and rights of way provides tremendous operational benefits. This ensures that all necessary documentation for FEMA reimbursement is complete and accurate, showing exactly where debris was removed, the volume of debris, and the condition pre & post-removal.

Enhanced Mapping and Estimating with RTK: RTK technology enhances our mapping and estimating capabilities by providing centimeter-level accuracy. This allows for exact volume measurements and detailed debris mapping, which are crucial for real time operational decision making and FEMA reimbursement claims. Accurate volume estimations ensure that claims are reflective of the actual work performed, which is necessary for securing appropriate reimbursement.

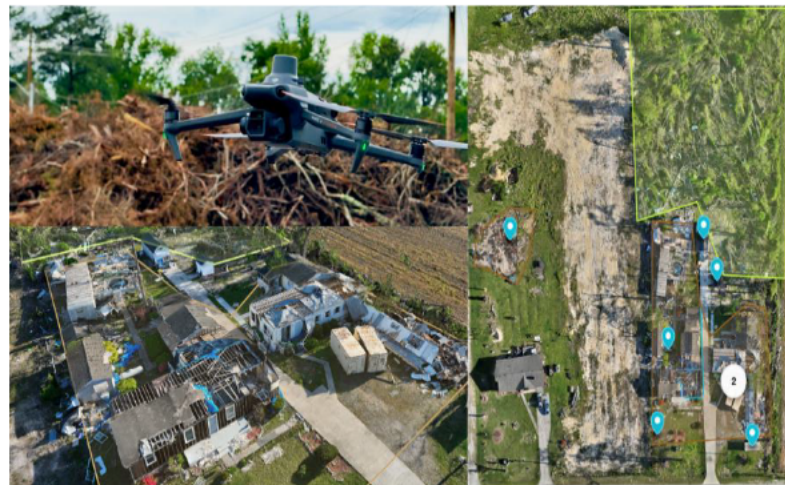
Post Processing and 3D Modeling: The integration of precise aerial data with advanced software allows for the creation of detailed 3D models and volumetric assessments, which can be used in the preparation of FEMA reimbursement documentation and internal/ public messaging and information sharing. These models provide a clear, indisputable base for claims, enhancing the transparency and traceability of the cleanup efforts.

Monitoring and Mitigating Environmental Impacts: Our accurate mapping and detailed documentation also play a role in demonstrating compliance with environmental regulations, a factor often reviewed in conjunction with FEMA reimbursement. We document the initial environmental state, the impact of debris, and the restoration efforts, all of which are crucial for maintaining environmental compliance and fulfilling FEMA's requirements.

By deploying Enterprise level drones, GNSS Survey Receivers, and RTK technology, CrowderGulf not only streamlines debris management operations but also ensures that every aspect of our documentation is precise and compliant with FEMA's stringent standards. This meticulous approach to accuracy and documentation greatly enhances our ability to secure timely and adequate FEMA reimbursements, supporting the financial stability clients and operational continuity of our debris management efforts.

Benefits of Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Models
- Waterway/Easement Mapping, Assessments and Surveys
- High-Definition Video
- Live Stream Video for Emergency Operations Center (EOC) or other meetings
- Project, Site, and/ or Historical Documentation
- **Environmental Impact Surveys**
- Allows for effective distribution of information to the public showing the scope of the project.
- Training
- Public Messaging Deliverables
- More cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support.



Advanced Aerial Photography - 3D Model Photo taken in Edgecombe County, NC

Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City Ocoee. 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 debris recovery 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.

■ City of Ocoee Management Team Members

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each listed individual is highly experienced in emergency disaster debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City. CrowderGulf personnel assigned are dedicated to the project from activation until project closeout. Assigned personnel will devote 100% of their time to the City. This provides consistency and enhances communication with all recovery agencies involved with the City's recovery. Those members highlighted in yellow have been specifically assigned to work with the City.

Name	Position	Email	Phone	Years' Experience
Ashley Ramsay-Naile	President	jramsay@crowdergulf.com	(646) 872-1548	27
Reid Loper	Vice President / Senior Project Manager	rloper@crowdergulf.com	(678) 477-3755	15
Jacob "Matt" Tate	National Director / Response and Recovery	mtate@crowdergulf.com	(251) 402-4696	25+
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	18
Barrett Holmes	Regional Director – East Coast - NY, NJ, CT	bholmes@crowdergulf.com	(864) 569-6611	25+
Don Madio	Regional Director – FL	dmadio@crowdergulf.com	(813) 285-8749	23
Bill Doran	Regional Director - LA	bdoran@crowdergulf.com	(225) 456-1752	25
Leigh Anne Ryals	Regional Director – AL, MS & TX	lryals@crowdergulf.com	(251) 751-8660	25+
Drew Sprinkle	Regional Manager-AL, MS	dsprinkle@crowdergulf.com	(251) 423-1100	6
Joe Hayes	Regional Manager – FL	jhayes@crowdergulf.com	(561) 315-1360	7
Barton Holmes	Regional Manager – East	barton@crowdergulf.com	(864) 906-1671	5
Valerie Gonzalez	Regional Manager – TX	vgonzalez@crowdergulf.com	(361) 704-2548	12
Clayton Young	Regional Manager - TX	cyoung@crowdergulf.com	(940) 206-6996	12
Wilber Ledet	Senior Project Manager	wledet@crowdergulf.com	(228) 326-5915	12
Matt Lucas	Senior Project Manager, East Coast	mlucas@crowdergulf.com	(609) 731-2858	25+
Lew Najor	Project Manager	lnajor@crowdergulf.com	(850) 393-9985	27
Howard Turner	Project Manager - East Coast	hturner@crowdergulf.com	(804) 814-6197	19
Isam Brisco	Project Manager	ibrisco@crowdergulf.com	(512) 373-0586	8
Margaret Wright	Documentation Director / PhD	mwright@crowdergulf.com	(251) 604-6346	23
John Campbell	Senior Director – East	jcampbell@crowdergulf.com	(859) 963-8672	25+
Buddy Young	Senior Director - West	byoung@crowdergulf.com	(940) 597-4252	25+
Jeff Zemlik	Safety Manager	jzemlik@crowdergulf.com	(251) 509-9422	12
Wesley Naile	Contracts Manager	wnaile@crowdergulf.com	(251) 533-5585	18
Jesus Carretie	Program Manager	jcarretie@crowdergulf.com	(512) 375-0229	8

Sam Roberts – Project Manager

(Orlando, Florida – Previous City of Ocoee and Florida Experience)

Sam will remain an integral part of the project management team assigned to the City of Ocoee. Sam has extensive experience conducting debris removal operations across the unique operational environments of Central Florida and has direct experience successfully managing debris removal for the City of Ocoee after Hurricane Ian's statewide impacts in 2022. Additionally, Sam has assisted CrowderGulf in successfully responding to large-scale events across the State of Florida and the Southeastern U.S. Sam is a full-time resident of the Orlando, Florida area and stands ready to respond to future severe weather events impacting the City with the same expedient response, efficiency, and dedication that remains a core tenet of CrowderGulf's philosophy on disaster debris management.



▪ **Dedicated, Full-Time Florida Management Team**

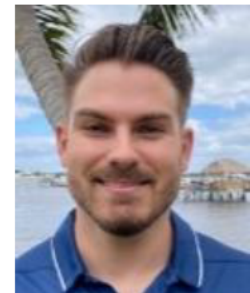
Don Madio – Florida Regional Director (Palm Harbor, Florida – Previous Florida Experience)

Don Madio is a life-long resident of Florida and serves as CrowderGulf's Regional Director for the state. Mr. Madio began his career in the disaster recovery industry in 1999. Since that time, he has served on more than 200 mid-to-large scale disaster recovery, waterway, and debris management projects. 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. Don's 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 the removal of over 11.8 million cubic yards of debris for 64 debris management and waterway projects. Following Hurricane Michael's destructive impacts in the Florida Panhandle, Don helped supervise multiple projects throughout the region, where over 15 million cubic yards of debris were removed and disposed of. Recently, Don worked throughout the state of Florida providing guidance and assistance to CrowderGulf clients affected by Hurricane's Ian and Nicole in 2022. Don also helped supervise the management of 34 different contract activations for both storms. He continues to provide guidance for those projects and multiple activations in the wake of Hurricane Idalia along Florida's West Coast in 2023. When he is not 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 and holds multiple FEMA and USACE certifications.



Joe Hayes – Florida Regional Manager (Office: Jupiter, Florida – Previous Florida Experience)

A Florida Native, Joe was born and raised in Palm Beach County, and experienced the tremendous impact the storms of the 90s, and early 2000s had on the state. Understanding the lasting impact natural disasters can have on local communities, makes Joe a vested partner in directing debris removal operations that are tailored to the many distinct environments Florida has to offer, while continuing to keep environmental impact and client commitment at the forefront of every project. Joe joined CrowderGulf in 2017 following Hurricane Irma's widespread call for large-scale debris management. Joe was tasked as a project manager, employing his previous experience to successfully manage multiple contract activations across the South Florida area, contributing to CrowderGulf's over 10 million cubic yard debris removal effort statewide.



In 2018, Joe responded to the devastated Florida Panhandle in the wake of Hurricane Michael's Category 5 devastation, directing an unprecedented emergency push effort, as well as collecting and disposing of over 2.5 million cubic yards of debris in Jackson County, Florida. Joe's efficient management of personnel and resources, paired with his ability to coordinate with all levels of administration led to a new, expanded role as the Florida Senior Project Manager, charging him with the oversight of all future CrowderGulf activations throughout the state. In 2020, Joe was charged as Senior Project Manager for debris removal operations in Calcasieu Parish, Louisiana following Hurricane Laura's devastation along the Western Gulf Coast. The category 4 storm battered the coast, and slammed into Calcasieu Parish, causing mass volumes of debris well inland. Joe led a management team that conducted right of way debris removal operations on one of the largest scales to date, collecting and disposing of over 6.95 million cubic yards of debris in the unincorporated Parish, and adding to the over 15 million cubic yard effort of the CrowderGulf response throughout the Parish. In 2022, Joe played a key role in ground zero operations after Hurricane Ian's historic surge and unprecedented damage devastated the coastal communities of Southwest Florida. The immediate response by Joe and the entire CrowderGulf team resulted in a historic response that saw CrowderGulf at the forefront of the unprecedented debris removal operations taking place. Joe's team successfully collected over 6.3 million cubic yards of debris from Lee County Rights of Way, an integral part of the overall CrowderGulf ground zero response that removed over 12 million cubic yards of debris countywide. When not in the field, Joe takes a proactive approach to client education and training by providing enhanced planning and preparation, integrating Public Assistance Policy updates with emergent operational considerations and innovations for a comprehensive approach to disaster debris management. Additionally, he assists clients in identifying staging, debris management, and final disposal sites, as well as the development of additional contingencies, setting the stage for success well ahead of the call for help. Joe also proudly lends his unique operational experience and perspective to technical writing and contract management throughout the year. (NIMS Trained)

Jesus Carretie – Program Manager (Office: Miami, Florida – Previous Florida Experience)



Based in Florida, Jesus Carretie serves on the CrowderGulf team as our Program Manager. This role requires the overseeing of the fulfillment of CrowderGulf's goals throughout one or multiple projects. This is accomplished by coordinating and strategizing across the different facets of a project from start to completion. Most recently, Mr. Carretie's role became especially integral in managing a pilot program involving Private Property (PPDR), Commercial Property (CPDR), and Title Property debris removal in the Southwest part of Florida under the Florida Department of Emergency Management. This was a result of Hurricane Ian (DR-4673-FL). Under this PPDR/CPDR/Title Property program, CrowderGulf accomplished the completion of debris removal, titled property removal, and/or demolition on over 2,400 properties. Mr. Carretie assists in a variety of roles that include Data Management, Invoicing, Project Management, Business Management, and Client Relations. Mr. Carretie has been in Emergency Management and Disaster Recovery since 2014 and has worked in the numerous Debris Management projects including 2014 South Carolina Winter, Hurricanes Hermine and Irma, 2020 Oregon Wildfires, and Hurricane Ian debris removal.

Prior to joining CrowderGulf's team, Mr. Carretie has also worked as a Senior Grants Specialist in a FEMA Public Assistance project, and as a Production Manager in a Community Development Block Grant-Disaster Recovery project. (NIMS Trained)

▪ **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. Their knowledge and expertise make them invaluable assets in any debris removal operation from startup to final invoicing and reconciliation.

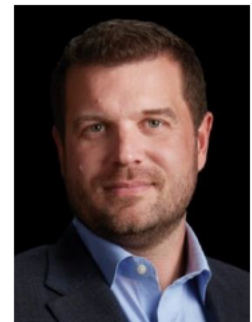
Ashley Ramsay-Naile – President (Previous Florida Experience)

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 (Previous 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. Reid has been strategically involved in directing all CrowderGulf projects since his promotion to Vice President in 2016. Reid's excellent leadership, organizational skills, attention to detail, and his interpersonal relationships with Clients, fellow employees, and subcontractors, make him an invaluable asset to CrowderGulf and to the disaster debris industry. Reid played a key role during the unprecedented 2017 storm season directing 96 simultaneous contract activations and more than 150 project managers. Reid oversaw the 2018 Hurricane Michael debris missions after the Florida Panhandle was devastated by the first Category 5 hurricane to make landfall since 1992 Hurricane Andrew. This resulted in removing more than 14,000,000 cubic yards of debris. During the 2020 storm season, also one of the most active in history, Reid directed operations in Louisiana, Mississippi and Alabama, removing and disposing of more than 20,000,000 cubic yards of debris. 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.

Jacob “Matt” Tate – National Director for Response and Recovery (Previous Florida Experience)

Matt retired after 25 years with United States Army Corps of Engineers (USACE) with 20 of those years providing leadership in a variety of USACE projects, programs, and disaster related response missions. During his time with USACE, Matt was deployed as a Type 1 Debris Subject Matter Expert (Lead Debris SME) to 38 different disaster events that included floods, hurricanes, typhoons, wildfires, winter weather and building collapses throughout the United States and outside the continental United States. Matt has extensive knowledge in overall Project Management including Contract and Scope of Work development, Contract Negotiations, Budgeting, Scheduling, Resourcing, Cost Estimating, Quality Control, Safety and Debris Management /Removal Operations to include Right-of-Way Debris Removal (ROW), Private Property Debris Removal (PPDR), Commercial Debris Removal (CDR), Demolition, Waterway/Marine Debris, Debris Management Site (DMS) Development and Operations, Reduction, Recycling and Disposal. His extensive background makes him uniquely qualified to take on CG’s newest role of “National Director for Response and Recovery”. In this role, Matt will expand CG’s opportunities in the federal markets while also bolstering our already successful pre-event contracting, as well as establish and foster strategic teaming partnerships. Matt started his esteemed career as an Engineering co-op student in 1999 with USACE Mobile District. After graduating from the University of South Alabama in 2003 with a Bachelor of Science in Civil Engineering, Matt worked his way up to Supervisory Civil Engineer, and in 2008 was selected as Mobile District Disaster Program Manager for the Emergency Management Branch, Operations Division. Serving in this position, he was responsible for readiness and response activities throughout the districts area of responsibility which included all hazards disaster related programs, directives, detailed plans, and preparedness measures. He also served as the USACE National Debris Program Manager/ Lead Subject Matter Expert where he managed all FEMA missions that included assigned debris activities to the Department of Defense. Matt frequently briefed and provided information to the Head Quarters USACE and General Staff. He served as the primary point of contact for all manners of debris mission activation and deployment recommendations, to be prepared for potential debris missions. Matt received numerous awards and recognition throughout his illustrious career.



Nick Pratt – Director of Field Operations (Previous Florida Experience)

Mr. Pratt serves as CrowderGulf’s Director of Operations. Nick is the lead in the initial onsite team when a disaster strikes our clients. His ability to assess damage, evaluate the needs, coordinate field assets and subcontractor resources is invaluable to the overall success of our many projects. Since starting work with CrowderGulf in 2004, Nick has worked in every disaster activation from Florida to Texas and New York to New Jersey. He has honed his skills as he worked in various field leadership positions, from crew foreman, equipment operator, field supervisor, project manager, and currently as the Director of Operations. Nick is a trustworthy man of action that works with Clients in an honest and forthright manner to help restore cities and counties after a disaster. His work ethic and management skills have gained him the respect of all that work with him, including the CrowderGulf team, Clients and subcontractors. Since 2005, Nick has been one of the first CrowderGulf team members to be on the ground and/or in the air assessing the needs of our Clients, communicating with our team and directing the necessary resources to ensure every project is working to restore citizens to normalcy as quickly as possible. Mr. Pratt also serves as a vital Quality Control agent to ensure that all work is completed efficiently and within the parameters of all FEMA regulations, local and state laws.



Margaret R. Wright, Ph.D. – Senior Documentation Director (Previous 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. After Hurricane Ike in 2003, Dr. Wright developed an Orientation Training Program for Hurricane Preparedness and FEMA Regulations. She and Mr. Young presented training courses throughout Florida, Virginia, South Carolina and Texas for CrowderGulf Clients with pre-event contracts. 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 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**. Dr. Wright currently assists with proposal writing and mentoring new employees on disaster debris operations. (NIMS Trained)



John Campbell – Senior Director (Winter Garden, Florida – Previous Florida Experience)

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a master's degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)



Raymond "Buddy" Young – Senior Director (Previous Florida Experience)

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)



▪ **Regional Directors and Regional Managers**

Barrett Holmes – Regional Director (East Coast) (Previous Florida Experience)

Colonel (Retired) Holmes joined the CrowderGulf Management Team with more than 30 years of successful leadership and management experience with the United States Army. He is a combat veteran of the United States Army with a distinguished military career where he successfully led engineer units from the platoon to the brigade level. He commanded the 20th Engineer Battalion and was assigned to the First Brigade Combat Team of the First Cavalry Division, Fort Hood, Texas. The Battalion was awarded the Army Valorous Unit Citation for their Combat Service during Operation Iraqi Freedom II. Under his leadership, the 20th Engineer Battalion supervised construction projects valued at over \$718 million in eastern Baghdad, Iraq under austere conditions. Following his service in Iraq, Colonel Holmes was selected to command the Japan Engineer District in Tokyo, Japan. As the District Engineer, he led the design and construction agency for all United States forces and federal agencies in Japan and was responsible for a multinational construction program valued at over \$975 million. Colonel Holmes then served as the Defense Coordinating Officer (DCO), the Principal Department of Defense representative with the Federal Emergency Management Agency (FEMA) Region IV. He coordinated Department of Defense resources for numerous disasters to include Hurricanes Earl, Isaac, and Sandy and provided extended support for the United States Coast Guard during the Gulf Coast clean-up following the Deep Water Horizon oil spill. Since Barrett joined the CrowderGulf Team he has deployed to 16 activations and managed over 65 projects that include hurricanes, floods, tornadoes and ice storms. In 2022 when Hurricane Ian devastated Florida's Gulf coast, Barrett managed CrowderGulf's complex recovery operation on Sanibel Island, Florida. Sanibel's causeway and bridges breached in multiple locations; CrowderGulf rapidly established barging operations and transported over 1,200 pieces of equipment to expedite recovery. During his 40 plus years of service and work experience he has developed an extensive background in leadership skills, training management and disaster response. During his tenure with CrowderGulf, Barrett has conducted well over 200 training sessions with clients, and he is able to share lessons learned and experience with clients to better prepare them for disasters. He received a BA degree from Clemson University, a MA degree from the University of Florida and is a graduate of the Army War College with a Master of Strategic Studies degree. He also affiliated with the Society of American Military Engineers and the Army Engineer Association. (NIMS Trained)



Bill Doran - Regional Director (LA) (Previous Florida Experience)

A Louisiana native, Bill is a highly knowledgeable and experienced member of the CrowderGulf Team. He has decades of experience in Disaster Recovery and is considered a Subject Matter Expert (SME) regarding Federal Programs, State and Federal Government Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Grant Programs for FEMA, HUD, USDA, USACOE, Dept of Homeland Security and U.S. Armed Forces. He retired as a presidentially appointed Federal Coordinating Officer (FCO) with FEMA after 8 years, serving in both the Obama and Trump Administrations. Prior to joining FEMA, Bill retired as an Air Force Colonel with 28 years of total service. Bill's experience includes over 25 Federally declared disasters in 9 different states. These include Hurricane Harvey, Texas & Baton Rouge Flood Recovery, the Moore Tornado in Oklahoma, and Katrina/Rita Long Term Recovery as well as serving as the Response Director for FEMA Region 6. While in the Air Force, Bill was assigned as Joint Director of Military Support for the Louisiana National Guard to support domestic operations for Homeland security and Disaster support to civil authorities, including the Responses to Hurricanes Katrina/Rita, Gustav/Ike and the BP Oil Spill. Prior to that he also served as the full-time Squadron Commander for Aircraft Maintenance of the F-15 aircraft while stationed at NAS Joint Reserve Base New Orleans. Highlights of service include conducting operations for Noble Eagle post 9/11 and deploying to the Middle East twice for ongoing operations. Bill holds degrees from the Emergency Management Institute Executive Academy (Harvard Kennedy School of Government, Naval Post Graduate School, University of Hawaii, Texas A&M), the University of Maryland, (MD Master of Science in Management), the USAF Air War College and Louisiana State University (B.A. Journalism). Bill is also a Certified Emergency Manager (CEM) by the International Association of Emergency Managers. (NIMS Trained)



Leigh Anne Ryals, ALEM, CLEM – Regional Director (AL, MS & TX) (Previous 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. 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 110th and 111th 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. Mrs. Ryals utilizes her knowledge and previous experience to train new Project Managers and enjoys sharing her experience through classes, seminars and national and state held conferences. She conducts client preparedness and education training and serves as a Project Manager when needed.



Following Hurricane Matthew in Georgia, Hurricane Harvey in Texas and Hurricane Sally in Alabama, Mrs. Ryals utilized her knowledge and skills to provide project management expertise. Most recently, following Hurricane Ian, Mrs. Ryals provided Project Management Services to Synergy Inc., a private insurance Company representing the Charlotte County Florida School System. This work included the collection, removal and disposal of debris for thirty-five school properties and the demolition of two school facilities. She was Licensed and Certified as an Alabama Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.

Drew Sprinkle - Regional Manager (AL, MS, LA) (Previous Florida Experience)

Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. He first worked with CrowderGulf in 2008 following Hurricane Ike on the Bolivar Peninsula in Texas as a field supervisor, and again during the BP Oil Spill in 2010 as a logistics supervisor. After receiving his degree from Auburn, he worked as an Account Manager for a third-party logistics firm where he managed multiple high volume logistics accounts for customers in the construction and steel industries. Drew returned to the Debris Management industry as a Project Manager in 2017, when Hurricane Harvey struck the Texas coast. Mr. Sprinkle has served as a Project Manager on a wide variety of projects. In 2018, Drew supervised over 200 employees and used innovative techniques to remove over 4,000 tons of dead marine life in south Florida following a massive Red Tide Fish Kill. Following flooding in Horry County, SC caused by Hurricane Florence, he was the Project Manager for the South Carolina Department of Transportation (SCDOT) and worked to remove flood debris from the 1,200 square mile county. Hurricane Michael hit the Florida Panhandle in the fall of 2018, and he served as the Project Manager for both the City of Parker and the City of Lynn Haven, Florida. During this activation, Drew successfully directed the removal and disposal of over **1.2 MILLION CUBIC YARDS** of debris. Most recently, Drew was Project Manager for the City of Gulf Shores, AL after Hurricane Sally caused widespread damage in the area. When not actively working in the field, he is also tasked with technical writing and the organization of proposals. He holds General Contractor License's in Alabama, North Carolina, and California. Drew also has certifications in OSHA 30, TWIC, and NIMS.



Barton Holmes – Regional Manager (East Coast) (Previous Florida Experience)

Barton brings to CrowderGulf a distinguished background in Law Enforcement and service in the US Army with US Army Special Operations Command. Mr. Holmes joined CrowderGulf in 2016 as a Field Supervisor during multiple activations for Hurricane Matthew where he developed and implemented the industry's first usage of drones for debris removal documentation and volumetric calculation. His insight allowed the CrowderGulf team to streamline various aspects of the Hurricane Matthew recovery effort for the Island of Hilton Head and other clients along the East Coast. In 2017, Barton was tasked as a project manager for multiple projects along the Texas Coast in the aftermath of Hurricane Harvey. In 2021, Mr. Holmes worked with Warren County and Bowling Green, Kentucky, after an EF-3 Tornado caused damage throughout the State. The Kentucky Team worked to remove and dispose of over 200,000 cubic yards of debris. They battled severe weather in the form of ice storms and even had to deal with another tornado hitting the City of Bowling Green, just a month after the first. After Hurricane Ian devastated much of Lee County, FL, in 2022, Barton was the Project Manager that oversaw the massive cleanup in Fort Myers Beach, FL. His calm manner and leadership skills were a major asset to the town and CrowderGulf's team. He conscientiously worked through all the issues and was able to manage the removal of over 800,000 cy of debris. Currently, he serves as the Regional Manager for CrowderGulf's clients in the Eastern Region, developing and conducting training programs and enriching CrowderGulf's long lasting relationships with our clients. (NIMS Trained)



Valerie Gonzalez – Regional Manager (TX) (Previous Florida Experience)

Ms. Gonzalez is a native Texas resident who enjoys the Great State of Texas and its vast beauties. Ms. Gonzalez believes in honesty, integrity and a strong work ethic. She was born and raised in the Lower Rio Grande Valley. Ms. Gonzalez relocated to San Antonio to attend the University of Texas San Antonio where she received an undergraduate degree in Biology and Criminal Justice. After receiving her undergraduate degree, Ms. Gonzalez moved to Houston to attend graduate school. She earned a Juris Doctorate from Thurgood Marshall School of Law and graduated as the valedictorian. Prior to her employment with CrowderGulf, Ms. Gonzalez worked for Aransas County. She began as a Sanitarian ensuring citizen and business compliance with regulations regarding food safety and on-site sewage disposal. After 18 months of employment, she was promoted to Director of Environmental Health. In this position, she successfully assessed and navigated environmentally complex projects. As the Director of Environmental Health, Ms. Gonzalez simultaneously managed the solid waste program as well as the vector control program for Aransas County. During her tenure as the Director of Environmental Health with Aransas County, she oversaw debris operations for Hurricane Harvey, a catastrophic Category 4 hurricane, which made landfall in Aransas County. As the debris manager, her duties included local, state, and federal coordination for debris clean up. Included in the debris clean-up, waterway debris removal as well as private property debris removal were also implemented and successfully completed. Ms. Gonzalez's ability to successfully communicate, collaborate and coordinate with the various agencies involved in debris removal led to recruitment and acceptance into the Texas Department of Emergency Management (TDEM) Disaster Recovery Task Force (DRTF) as a debris specialist. In her capacity as a debris specialist, she was deployed to the Eastland Fire Complex to assist the local agencies with debris clean up. In addition to her Harvey debris efforts, Ms. Gonzalez successfully consulted and coordinated with state and federal partners in the county wide aerial vector control activities to alleviate nuisance mosquitoes which promoted recovery efforts.



▪ **Field Personnel and Project Management Team**

Jeff Zemlik – Safety Manager (Previous 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 policies and procedures are 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 three states without recordable injuries or fines. In addition, he provided operational oversight for debris removal operations in Brazoria County, TX. In 2018, after Hurricane Michael Jeff took the lead in Panama City's "PUSH" operations, providing oversight for the City's leaner/hanger program and removal of trees from publicly owned spaces, as well as providing safety leadership to the entire area of operations. During the hyperactive hurricane season of 2020, Jeff spearheaded supplying PPE to various government agencies pertaining to COVID-19 protection. 2020 project highlights included 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 facilities that house common zoo animals and endangered species. In 2022, 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 for all CrowderGulf projects. 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 manages the DOT program for the Company, 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. Jeff has also obtained his ISA Certified Arborist classification and is a local ISA member of both **Texas and Florida Chapters**. (NIMS Trained)

Wilber Ledet – Assistant Operations Director / Senior Project Manager (Previous Florida Experience)

Wilber's disaster experience started when he and his family lost their home in Biloxi, MS, during Hurricane Katrina in 2005. He built a new home for his family in a safer location and after Hurricane Ike in 2008, he began working for CrowderGulf, managing of the removal of wet debris targets identified by the CrowderGulf sonar crew, from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Wilber served as Project Manager, assigned to the Deepwater Horizon Oil Spill, managing up to 800 HazWoper certified responders and facilitating daily meetings with Environmental Teams and BP officials. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. Wilber's excellent leadership and work ethic has been instrumental in CrowderGulf's success in projects throughout several states from New Jersey after Hurricane Sandy in 2012, to managing large land and waterway projects in AL, LA, FL, SC, after hurricanes from 2014 to 2023. Wilber currently acts as the Deputy Director of Field Operations and is instrumental in setting up operations after every disaster activation and ensuring that every project is completed to the satisfaction of CrowderGulf's clients. His knowledge of how to get an operation started and taking it to successful completion while effectively communicating with Clients, subcontractors, and the Management team, is a major contributor to CrowderGulf's success in every project.



Matt Lucas – Senior Project Manager (Previous Florida Experience)

Mr. Lucas has over 25 years of extensive experience in debris cleanup. He managed the Hurricane Harvey cleanup in Port Arthur, TX, which resulted in **1 million cubic yards** of debris being removed and properly disposed. After Hurricane Michael devastated Panama City, FL, Mr. Lucas was the Sr. Project Manager for the City with management of all rights-of-way (ROW), ditches, PPDR work, and the six temporary debris manage sites (TDMS), which resulted in **4 million cubic yards** of debris being removed from the City. In 2022, after Hurricane Ian damaged much of Florida, Matt was the Project Manager in Sarasota County. His excellent communication and leadership skills and his calm demeanor were key in the successful work accomplished in Sarasota County. Matt is very experienced and a positive asset to CrowderGulf. Before coming to work for CrowderGulf, Matt worked for the state of New Jersey and the New York Port Authority when the destruction of the World Trade Centers occurred. Matt was instrumental in the construction of various logistical sites for the cleanup operations.



Matt has owned and operated several businesses throughout 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

Howard Turner - Project Manager (Previous Florida Experience)

Mr. Turner has a long career spanning over two decades in the debris management industry. He began his management career at Grind-All where he oversaw scheduling and operations of multiple grinders, screens, loaders, excavators, mulch coloring plants, trucks, and miscellaneous equipment. After Hurricane Isabel devastated the eastern portion of Virginia in 2003, Mr. Turner joined CrowderGulf and utilized his experience in debris site and debris reduction management. Mr. Turner served a variety of roles in the cities of Virginia Beach, Norfolk, Suffolk, and Newport News while also assisting in the counties of James City, York, and Suffolk. He was responsible for aspects of disaster debris collection and reduction, final disposal of reduced debris, damage claims, client contact, and debris management site restoration. Since 2004, as a Project Manager, Mr. Turner has been responsible for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, site restoration, and liaison to client municipalities, Army Corps of Engineers, and FEMA. Mr. Turner has managed projects for CrowderGulf in Florida, Georgia, Virginia, North Carolina, South Carolina, Alabama, and Arkansas. His years of experience in the debris industry and excellent communication skills ensure that every Client is fully supported and provided with the utmost care and consideration.



Isam Brisco – Project Manager (Previous Florida Experience)

Mr. Brisco, a Graduate of the University of North Texas, began working with CrowderGulf in 2017 as a field supervisor. His excellent work ethic, communication and job skills allowed him to take on more responsibilities as a Project Manager. After flooding from Hurricane Harvey in 2017, Isam managed the debris removal operation in Dickinson, TX. Following Hurricane Michael in October 2018, Mr. Brisco was assigned as Project Manager in West Bay County Florida. His responsibilities included managing the PUSH Operations, locating and permitting suitable DMS, mapping and plotting debris on all County roads, assigning debris zones to subs and ensuring they adhered to assigned zones, supervising operations at DMS, providing debris estimations for the county, and keeping them updated on progress. In August 2020, after Hurricane Laura damaged Southwest Louisiana, Mr. Brisco managed the debris removal operations in Calcasieu Parish, overseeing the day-to-day operations of a project that, at its peak, had over 200 trucks removing over 98,000 cubic yards of debris daily from over 1,200 square miles. He located and permitted 12 DMS in strategic locations throughout Calcasieu Parish to remove debris more effectively from the ROW. He was the liaison between the subcontractors, monitoring company, and client to ensure all aspects of the job were running smoothly and the Client's needs were met. He also managed the debris removal operations from drainage laterals Calcasieu Parish, Louisiana. This project had several challenges including finding dry ground for barge offload sites where debris from specialized grapple barges could be loaded into trucks for haul out and reduction. Another challenge was the lack of easements and rights-of-way along many of the drainage laterals in the Parish. Thousands of private landowners were located and contacted for permission to perform debris removal from drainages on private property. Crowder Gulf removed over 2.2 million cubic yards of storm debris from over 800 miles of drainage laterals. (NIMS Trained) (Certified Asbestos Supervisor) When Hurricane Nicholas struck the Texas coast in Brazoria County, Isam was onsite the morning after landfall to begin damage assessments for five clients located in the affected area. Crowder Gulf was activated in the area and Mr. Brisco headed up the debris removal project of over 200,000 cubic yards of debris for the five affected clients.



Robert Lewis Najor – Project Manager & Quality Control (Previous Florida Experience)

Robert (Lew) began work for CrowderGulf in 2017, following a 25 year career with the United States Army Corps of Engineers (USACE). While at the USACE, Robert held such positions as Project Manager and Construction Quality Control (CQC) Manager. He worked USACE projects for Debris Management Services from 1993 – 2016.



Robert's industry knowledge of disaster and debris related projects with the USACE and civilian contracting companies has led to his in-depth experience with removal and reduction, beach restoration, levee enlargement and buildup, operation Blue Roof projects, and flood control across the Gulf Coast. In addition to his extensive industry background, Robert is certified by the United States Army Corps of Engineers for Construction Quality Management for Contractors and is certified by the State of Florida Department of Business and Professional Regulation as an Underground Utility and Excavation Contractor. Robert's past experience and ability to provide damage assessment has been a major asset in evaluating the aftermath of disaster events in order to help Clients. His training and experience with debris and project management and his understanding of the complexity of CQC Management has been instrumental in the successful completion of many of CrowderGulf's debris removal projects. Robert also holds a Class B certified driver's license and is a heavy equipment operator.

▪ **Disaster Administration Office Team**

Wesley Naile - Contracts Manager (Previous Florida Experience)

Mr. Naile has had experience in the disaster and recovery field since 2004, when he served in Volusia County, Florida, as CrowderGulf's Project Manager during Hurricanes Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the Disaster Administration Office (DAO), coordinating materials, equipment, and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include managing the database for pre-event contracts information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals.

When disasters strike, Wes and his staff coordinate all field resources that Project Managers need to get their jobs up and running. This includes everything from portalets, towers, generators, portable housing, etc. Wes served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. He also attended the University of South Carolina-Beaufort. He is also NIMS Trained.



Amber Ramsay – Public/Community Relations and Marketing Manager (West Palm Beach, Florida – Previous Florida Experience)

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)



Gina Walley – Accounts Receivable Manager / Documentation Specialist (Previous Florida Experience)

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)



Resumes will be provided upon request.

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    President["President  
Ashley Ramsay-Naile"]
    CFO["CFO  
Tony Dees"]
    HS["Health and Safety  
Jeff Zemlik"]
    SD["Senior Directors:  
Buddy Young  
John Campbell  
Margaret Wright"]
    FEMA["FEMA Specialist  
Gary Jones"]
    VP["Vice President  
Reid Loper"]
    OM["Office Manager  
Kelley Williamson"]
    ITM["IT Manager  
Marcus Lund"]
    C["Controller  
Lauren Bell"]
    Staff1["Staff"]
    CM["Contracts Manager  
Wes Naile"]
    Staff2["Staff"]
    PM["Proposal Manager  
Kerrie Noll"]
    Staff3["Staff"]
    DS["Documentation Specialist  
Gina Walley"]
    DLA["Disposal and Logistics  
Administrator  
Tiffany Teofilo"]
    NRD["National and Regional  
Directors:  
Barrett Holmes  
Bill Doran  
Don Madio  
Leigh Anne Ryals  
Matt Tate"]
    RM["Regional Managers:  
Barton Holmes  
Drew Sprinkle  
Jesus Carretie  
Joe Hayes  
Valerie Gonzalez"]
    SPM["Senior Project Managers  
Project Managers  
Field Supervisors  
Field Foreman"]
    MM["Marketing Manager  
Amber Ramsay"]
    DO["Director of Operations  
Nick Pratt"]
    AO["Assistant Operations  
Director and Quality  
Control  
Wilber Ledet"]
    IH["In-House Debris  
Removal Crews  
& Subcontractors"]
    SM["Subcontract  
Manager  
Jenny Weaver"]

    President --- CFO
    President --- HS
    President --- SD
    President --- FEMA
    President --- VP
    President --- DO
    VP --- OM
    VP --- ITM
    VP --- C
    VP --- Staff1
    VP --- CM
    VP --- Staff2
    VP --- PM
    VP --- Staff3
    VP --- DS
    VP --- DLA
    VP --- NRD
    VP --- RM
    VP --- SPM
    VP --- MM
    DO --- AO
    AO --- IH
    AO --- SM
```

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This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guide (incorporating Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency
Management
Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100a
National Incident Management System (NIMS)
An Introduction

Issued this 20th Day of March, 2017



Theresa Schuler-Walker
Vice President, National Incident Management System
Emergency Management Institute

6/13/2017 1:00 PM

IS-00100 - Intro to Incident Command Systems

Ashley Ramsay-Naile	Don Madio	Lisa Baldwin
Amber Ramsay	Donna Suters	Margaret Wright
Andrew Sprinkle	Gary Jones	Mark Loper
Barrett Holmes	Gina Walley	Matt Tate
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jeff Zemlik	Reid Loper
Bill Doran	Jesus Carretie	Ronald Thorson
Buddy Young	Joe Hayes	Sarah Melton
Charles Clark	John Campbell	Valerie Gonzalez
Clayton Young	Kerrie Noll	Vance DeHart
Desiree Matlack	Leigh Anne Ryals	Wes Naile
		Wilber Ledet

IS-00200 - ICS for Single Resources & Initial Action Incidents

Ashley Ramsay-Naile	Don Madio	Lisa Baldwin
Amber Ramsay	Donna Suters	Margaret Wright
Andrew Sprinkle	Gary Jones	Mark Loper
Barrett Holmes	Gina Walley	Matt Tate
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jeff Zemlik	Reid Loper
Bill Doran	Jesus Carretie	Ronald Thorson
Buddy Young	Joe Hayes	Sarah Melton
Charles Clark	John Campbell	Valerie Gonzalez
Clayton Young	Kerrie Noll	Vance DeHart
Desiree Matlack	Leigh Anne Ryals	Wes Naile
		Wilber Ledet

IS-230 - Principles of Emergency Management

Bill Doran	Joe Hayes	Leigh Anne Ryals
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IS-00235 - Emergency Planning

Barry Lund	Bill Doran	Leigh Anne Ryals
Barton Holmes	Joe Hayes	

IS-00242 - Effective Communication

Barry Lund	Leigh Anne	Reid Loper
Barton Holmes	Mike Moulder	
Bill Doran		

IS-00632 - Intro to Debris Operations in FEMA's Public Asst. Program

Barry Lund	Leigh Anne Ryals
Barton Holmes	Matt Tate
Donna Suters	Reid Loper
Jesus Carretie	Sarah Melton

IS-00253b - Overview of FEMA's Environmental and Historic Preservation Review

Barton Holmes

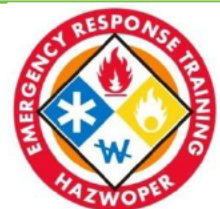
OSHA 30 Hour - Construction

Andrew Sprinkle	Lisa Baldwin
Barrett Holmes	Mark Loper
Buddy Young	Mike Moulder
Charles Clark	Nick Pratt
Clayton Young	Ronald Thorson
Eric Hall	Reid Loper
Jeff Zemlik	Vance DeHart
John Campbell	Wes Naile
Lew Najor	Wilber Ledet



Hazwoper - Hazardous Waste Operations and Emergency Response

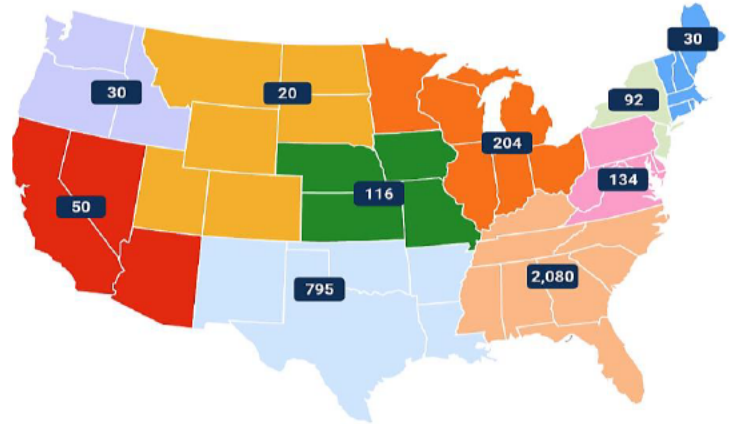
Jason Zirlott	Mark Loper
Jeff Zemlik	Wilber Ledet
John Campbell	Vance Dehart
Nick Pratt	
Reid Loper	



IS-00700 - Intro to National Incident Management System (NIMS)			IS-00800 - Intro to National Response Plan (NRP)		
Ashley Ramsay-Naile Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Barton Holmes Bill Doran Buddy Young Charles Clark Clayton Young Desiree Matlack	Don Madio Donna Suters Gary Jones Gina Walley Jenny Todd Weaver Jeff Zemlik Jesus Carretie Joe Hayes John Campbell Kerrie Noll Leigh Anne Ryals	Lisa Baldwin Margaret Wright Mark Loper Matt Tate Nick Pratt Reid Loper Ronald Thorson Sarah Melton Valerie Gonzalez Vance DeHart Wes Naile Wilber Ledet	Ashley Ramsay-Naile Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Barton Holmes Bill Doran Buddy Young Charles Clark Clayton Young Desiree Matlack	Don Madio Donna Suters Gary Jones Gina Walley Jenny Todd Weaver Jeff Zemlik Jesus Carretie Joe Hayes John Campbell Kerrie Noll Leigh Anne Ryals	Lisa Baldwin Margaret Wright Mark Loper Matt Tate Nick Pratt Reid Loper Matt Tate Ronald Thorson Valerie Gonzalez Vance DeHart Wes Naile Wilber Ledet
IS-300 - Intermediate ICS			IS-400 - Advanced ICS Command & General Staff IS-400		
IS-300 Instructors: John Campbell and Leigh Anne Ryals			Instructors: John Campbell and Leigh Anne Ryals		
Bill Doran Jeff Zemlik	Reid Loper Valerie Gonzalez		Bill Doran Jeff Zemlik	Reid Loper Valerie Gonzalez	
OSHA Misc.			Watershed Management Training		
OSHA 10 Hour General Industry	Jeff Zemlik Lew Najor Reid Loper		Barry Lund Brandi Snell Clayton Young	Jeff Zemlik Leigh Anne Ryals Reid Loper	
OSHA 500 – Train the Trainer	Jeff Zemlik				
U.S.A.C.E. –C.Q.M (Construction Quality Management)			T.W.I.C. Card		
Amber Ramsay Andrew Sprinkle Barret Holmes Barton Holmes Barry Lund Clayton Young Don Madio Jason Zirlott	Jeff Zemlik John Campbell Leigh Anne Ryals Lew Najor Margaret Wright Nick Pratt Reid Loper Matt Tate		Andrew Sprinkle Barry Lund	Jeff Zemlik Nick Pratt Reid Loper Wilber Ledet	
First Aid/CPR			Misc. Training		
Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Buddy Young Charles Clark Clayton Young Desiree Matlack Donna Suters Eric Hall Gary Jones Gina Walley	Jeff Zemlik Jenny Todd Weaver John Campbell Leigh Anne Ryals Mate Tate Margaret Wright Mark Loper Mike Moulder Nick Pratt Reid Loper Ronald Thorson Vance DeHart Wes Naile Wilber Ledet		Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour	Jeff Zemlik Jim Frye Jeff Zemlik Jeff Zemlik	 
Underground Utility and Excavation Certification			Federal Aviation Administration Unmanned Aircraft General – Small UAG		
Lew Najor			Barton Holmes		

Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible. In addition, we maintain a national subcontractor **database of over 3,500 pre-qualified subcontractors**, which allows us to identify companies by size, equipment, specialized capabilities and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice. *The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.*



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to ensure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors with a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women-owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

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

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.

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

Understanding Requirements

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

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - *The **System for Award Management (SAM)** is a **Federal Government** owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (<https://www.sam.gov/>)*
 - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
 - *Dun and Bradstreet, (<https://sso.dnbi.com>)*
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.

- c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentation will be considered for inclusion in the final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in the 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:

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

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To ensure the same Quality Control and efficient operations for the City, CrowderGulf's Management Team will rely on National Incident Management Systems (NIMS) 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.

Minority/Small Business Enterprise (M/SBE) Subcontractors – Local Subcontractor Utilization

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

2024 FL Region 5 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
4 Jays Land Services, Inc.	74 Spring Vista Dr, Ste 100	Debary	FL	32713	1					
5B Land Clearing & Hauling	6504 Salerno Rd	Fort Pierce	FL	34951		1				
A & C Land Development, Inc.	3573 Romea Circle	New Smyrna Beach	FL	32168	1					
A & M Contracting, Inc.	2701 Packard Ave	Oviedo	FL	32765	1					
A Environmental & Recycling Services, Inc.	217 East Plymouth Ave	Deland	FL	32724	1					
A-1 Tractor Service	5835 Boggs Ford Rd	Port Orange	FL	32127						
ABC Landclearing & Development, Inc	1130 Peachtree St.	Cocoa	FL	32922	1					1
Above All Tree Service, LLC	30351 Redtree Dr	Leesburg	FL	34748	1	1				
Above and Beyond Landscaping	P.O. Box 975	Palm City	FL	34991	1					
Absorbent & Safety Solutions	1917 Booth Circle, Ste 131	Longwood	FL	32750	1					
Ace Staffing Unlimited Inc.	16214 CR 448	Mt. Dora	FL	32757	1	1				
Advance Tree Pros	7242 Gardner St.	Winter Park	FL	32792						
Advance Tree Pro	7242 Gardner Street	Winter Park	FL	32792	1					
All Builders Debris Removal & Restoration, LLC.	1301 W. Fairbanks Ave.	Winter Park	FL	32789	1					
All Clear Site Prep	5755 SW Savage Street	Palm City	FL	34990	1					
All Done Site Services, Inc	111 E Muriel St	Orlando	FL	32806	1					
All For You Landscape & Maintenance, Inc.	3475 Old Edwards Rd.	Fort Pierce	FL	34981						
All Pro Custom Paint & Pressure Washing, Inc	791 Riviera Dr NE	Palm Bay	FL	32905						
All Refuse Management	8537 mizell dr	Melbourne	FL	32940				1		
All Seasons Lawnsapes LLC	156 N Bay St	Fellsmere	FL	32948						
Allied Trucking of Florida	775 S. Kirkman Rd #108	Orlando	FL	32811						
Amaz Tree & Land Clearing	124 Wisteria Dr	Longwood	FL	32779		1	1			
American Made Disposal, LLC	5160 SE Dell Stl	Stuart	FL	34997	1	1				
AMS Site Work	1790 Hwy A1A #101	Satellite Beach	FL	32907	1					
Any & Everything Goes, Inc.	25 E 15th St.	Apopka	FL	32703	1					
AOW & Associate	P.O. Box 561403	Rockledge	FL	32955		1		1		
Apex Trucking of Edgewater, Inc.	1059 Shadick Dr.	Orange City	FL	32763	1					
Arrowhead Land Clearing	9880 Sidney Hayes Rd	Orlando	FL	32824	1					1
Atlantic Custom Landscapes, Inc.	4995 Conley Place	Fort Peirce	FL	34951	1					
Bach Logistics Inc	401 N 13th Street	Leesburg	FL	34748	1					
Back Forty, Inc.	2418 Sunrise Blvd.	Ft. Pierce	FL	34982	1	1			1	1
Balkom Excavating	32834 S.R. 44	Deland	FL	32720	1					
Barnes, Ferland & Associates, Inc.	1230 Hillcrest Street, Ste. 100	Orlando	FL	32803	1			1		
BE Corp	111 Mandrona DR	Eustis	FL	32726	1					
Bell-Morr Excavating, Inc.	28 Silk Moss Ct	S. Daytona	FL	32119	1					
Bender Trucking	P.O. Box 618293	Orlando	FL	32861	1					
Bennett Restoration Corporation	4630 S Kirkman Rd # 276	Orlando	FL	32811		1				
Big League Landscape of Daytona Beach	1533 Harmony Ave	Ormond Beach	FL	32174	1					
Blankenbaker Land Service, Inc.	P.O. Box 193	Ft. Pierce	FL	34954	1					
Blue Bell Landscaping, Inc.	1200 S. Banana River Dr	Merritt Island	FL	32952	1					
Blue Ridge Recovery	5670 Tomoka Ave. P.O. Box 932	Intercession	FL	33848	1	1				
Blue Water Dynamics, LLC.	308 S. Old Country Rd	Edgewater	FL	32132	1					
Bob Tim & David's Lawn & Landscaping Inc	519 Mill Run DR	New Smyrna Beach	FL	32168	1					
Booker's Land Management	25309 Luke Street	Christmas	FL	32709	1					
BrightView Landscape Services, Inc.	4777 Old Winter Garden Road	Orlando	FL	32811						1
Bull Lathrom and Sons Trucking, Inc.	300 WEST PARK Ave	Edgewater	FL	32132	1					
Bunnell's Services	15255 91st St.	Fellsmere	FL	32948	1					
C & C Site Prep	3634 Country Lakes Dr	Belle Isle	FL	32812						

2024 FL Region 5 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
C & W Trucking, Inc.	703 Hennis Rd	Winter Garden	FL	34787						
C.E. Hood Construction	P.O. 691212	Vero Beach	FL	32969	1					
C.E.M Enterprises, Inc.	1757 Benbow Court	Apopka	FL	32703	1					
Carlton's Tree Service	622 SE Essex Dr	Port Saint Lucie	FL	34984	1					
Catfish Development Solutions	119 Balsa Road	Ft. Pierce	FL	34946	1	1	1	1		
CCI Construction of Brevard Inc.	508 Banyan Way	Melbourne Beach	FL	32951						
CCNK LLC	2145 Avacodo Ave	Melbourne	FL	32935	1					
CCS Corporation	4285 SW Martin Hwy	Palm City	FL	34990	1					
CDI Group USA	2701 Industrial Ave. Two	Fort Pierce	FL	34946		1				
CDM Trucking, Inc.	1707 Canova Street, Unit 1	Palm Bay	FL	32909	1					
Cecil Field, Inc.	7630 Industrial Rd	West Melbourne	FL	32904	1					
Central Hauling & Excavating, Inc.	1215 Crown Park Circle	Winter Garden	FL	34787	1	1				
Charlie's Grading Service, Inc.	1151 Abeline Dr	Deltona	FL	32725	1					
Ciotti's Lawns & More for Life Inc.	5656 Lake Ave	Sanford	FL	32773	1					
Clean Cut Tree Service & Stump Inc.	1968 Aurora Rd	Melbourne	FL	33907	1					
Clear Zone Maintenance	4496 60th Dr	Vero Beach	FL	32967						
Cloer & Son's Landclearing	P.O. Box 1446	Edgewater	FL	32132	1					
Cloud 9 Services	1201 W. Jackson St	Orlando	FL	32805	1	1				
Complete Maintenance Care	2191 Spring Lake Circle	Saint Cloud	FL	34771	1					
Cottom's A-1 Sod, Inc	4250 Marion County Rd	Weirsdale	FL	32195	1					
County Line Services, LLC	PO Box 731612	Ormond Beach	FL	32173	1					
Cray Marine Construction	4575 Kissimmee Pk. Rd	St. Cloud	FL	34772						
Cruz Trucking, Inc.	10531 Bronson Rd	Clermont	FL	34711	1					
CSA International, Inc.	8502 SW Kansas Ave	Stuart	FL	34997						
CST Environmental, LP	11208 Boggy Creek Rd	Orlando	FL	32824						
D & D Tractor & Truck Service, Inc.	403 Ferguson Dr.	Orlando	FL	32805	1					
David Outar Trucking, Inc.	178 Sage Crest DR	Ocoee	FL	34761						
David Stout Handyman	5665 Lancewood DR	Port Orange	FL	32127						
Design Build Engineers & Contractors, Corp	801 N Magnolia Ave, Ste 406	Orlando	FL	32803	1					1
Diversified Ecological Sales & Services, Inc.	379 Perth Ln	Winter Park	FL	32792	1					
Divine Designs, Inc.	1008 Flagler Ave.	Edgewater	FL	32132						
Double "J" Bobcat Service, LLC	837 SW Duncan Terrace	Port St. Lucie	FL	34953	1					
Double AA Transportation, Inc.	1512 N. Grandview St	Mount Dora	FL	32757				1	1	
Doug Connor, Inc.	P.O. Box 361877	Melbourne	FL	32936						
Downer's Concrete & Construction	6022 Feather Ln	Sanford	FL	32771	1					
Drinkwater & Drinkwater, Inc.	16578 Old Cheney Hwy	Orlando	FL	32833	1					
DS Transportation, Inc.	102 Royalty Circle	Sanford	FL	32771	1					1
Dustin Jones Lawn & Landscaping	PO Box 272	Grant	FL	32949	1					
DWC Outdoors & Hauling, Inc.	1120 Hill Mount Drive	Minneola	FL	34715						
DWC Outdoors & Hauling, LLC.	1120 Hill Mount Drive	Minneola	FL	34715						
E. D. Ackell Trucking Inc.	1769 SE Madison St	Stuart	FL	34997	1					
East Coast Trees	390 West St	New Smyrna Beach	FL	32168	1					
East Seminole Trucking, Inc.	P.O. Box 822	Geneva	FL	32732	1					
Eastern Security Inc.	5104 North Orange Blossom Trail	Orlando	FL	32810						
EDS Construction Corp	8316 Pine Island Rd	Clermont	FL	34711	1					
Ellis Enterprise, LLC	6513 Abbeydale Court	Orlando	FL	32818	1					
EMC Divers Inc	1248 Turnbull Bay Rd	New Smyrna Beach	FL	32168	1					
Emergency Services 24, Inc.	6703 Mott Ave	Orlando	FL	32801	1					
Enviro Tree Service	3202 Phils Lane	Apopka	FL	32712	1	1				
Enviro-USA	3855 North Highway 1	Cocoa	FL	32926	1					
Evans & Sons Inc.	9687 SE Sharon St	Hobe Sound	FL	33455		1				
Excavation Transportation	P.O. Box 740753	Orange City	FL	32774		1				
Express Employment Professionals	397 N Wickham Rd	Melbourne	FL	32935	1	1				
F & S Land Clearing & Demolition	P.O. Box 621724	Oviedo	FL	32765	1					
First Response Maintenance LLC	20875 Quinn Street	Orlando	FL	32833	1					
Flo-Mac, Inc.	1840 Copenhagen Rd.	Ft. Pierce	FL	34945						
Florida Earth Movers LLC	4043 North Chinook Lane	Ormond Beach	FL	32174	1					
Florida Retrofits, Inc.	2840 Kirby Cir., NE, Unit 3	Palm Bay	FL	32905						
Floridian Outdoor Services, Inc.	8405 Fort Pierce Blvd	Ft. Pierce	FL	34951						
FLP	410 N. Shine Ave	Orlando	FL	32803	1					
Foshee construction Co. Inc.	300 Virginia St	Minneola	FL	34715						
Freddie's Landscaping	390 Warren Ave	New Smyrna Beach	FL	32168	1					
Fuzion Group INC	4409 North Clark Ave	Tampa	FL	33614	1					
Gallegos Trucking, Inc.	1875 Copenhaver Rd	Ft. Pierce	FL	34945						
Garna Engineering	2200 N. Forsyth Rd #B4 Dr	Orlando	FL	32807	1					

2024 FL Region 5 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
GEL Recycling Inc	1200 S Leavitt Ave	Orange City	FL	32763						
Glopaq Solutions LLC	3873 E SR 46	Sanford	FL	32771	1					
Go Digga Inc	81 S Elm St	Fellsmere	FL	32948	1					
Green Innovative Solutions Inc (GIS)	737 Sugarfoot Ln	Fruitland Park	FL	34731	1	1	1			
Green Thumb Landscaping, Inc	1085 S. John Rodes Blvd	W. Melbourne	FL	32904	1					
Harrack Trucking and Land Clearing	367 Williams Point Blvd	Cocoa	FL	32926		1				
Haulin Dixon LLC	8567 SE Fern St	Hobe Sound	FL	33455						
Hearn Debris Removal, LLC	1426 Lake Dr	Cocoa	FL	32922	1	1				
Helping Hand Lawn Care, Inc.	25105 State Rd 46	Sorrento	FL	32776	1	1				
Holland Pump Co.	345 Thorpe Rd.	Orlando	FL	32824	1	1				
HSA Golden	100 E. Pine St, Suite 605	Orlando	FL	32801	1					
Integrity Lawn Service	110 Mar Len Dr	Melbourne Beach	FL	32951	1					
J & L Hays Inc.	3227 Kumquat Dr	Edgewater	FL	32141	1					
J. Malever Construction Co.	301 Sampey Rd	Groveland	FL	34736	1					
Jarvis Property Restoration	1621 91st Ct	Vero Beach	FL	32966						
JCB Construction, Inc.	800 W. Gore St	Orlando	FL	32805						
JDMF, LLC	1901 Blackwood Ave.	Gotha	FL	34734	1					
Jeannie Labor Cont Inc.	36700 Ranch Rd	Eustis	FL	32736						
Jerry's Tree Service, Inc.	5035 Panther Ln	Mims	FL	32754	1					
JLS Site Development, LLC.	4641 Gilbert St.	Lake Monroe	FL	32747	1					
John and Tom Unlimited, LLC	16877 E. Colonial DR	Orlando	FL	32820	1					
Jr. Davis Construction Co., Inc.	210 S. Hoagland Blvd.	Kissimmee	FL	34741						
K&L Grading Inc	1501 Timocuan Way	Longwood	FL	32750						
Kathy Jakubcin Const WBE	P.O. Box 621833	Oviedo	FL	32762		1				1
Kessler Hauling Inc	3500s US Hwy 1	Ft. Pierce	FL	34982	1					
Kisner Trucking, Inc.	652 Wisteria Dr.	Melbourne	FL	32901	1					
KNC Site Services, LLC	54545 Astor Transfer Station Rd.	Astor	FL	32102	1		1			
Kona Construction & Consulting, LLC	1206 Pawnee Terrace	Indian Harbor Beach	FL	32937	1					
KSI Environmental	PO Box 875	Mims	FL	32754						
L & S of Volusia Inc.	950 Archie DR	Smyrna Beach	FL	32168	1	1				
Landpro Outdoors of Central FL, LLC	100 Idyllwilde Dr.	Sanford	FL	32771	1					
Larkin Landscape, Irrigation	P.O. Box 255	Clarcona	FL	32710	1					
Lloyd & Johnson Compay	2433 Home Again Road	Apopka	FL	32712	1					
LMB Land Clearing LLC	13250 Stetson Rd	Ft. Pierce	FL	34945	1					
LMS Tractor Svcs, LLC	P O Box 94	Seville	FL	32190		1				
LNA Maintenance	2403 Royal Palm Dr.	Ft. Pierce	FL	34982	1					
Long Agriculture Service, Inc.	1591 pearce rd.	Polk City	FL	33868	1					
Lopez Trucking	5516 NW Downs St.	Port Saint Lucie	FL	34986	1					
M&S Services of Florida, Inc.	PO Box 690128	Vero Beach	FL	32969	1					
MAB Trucking	404 Everwood DR	Kissimmee	FL	34743	1					
Mark W. Rice Inc.	2350 Doyle Rd	Deltona	FL	32738	1					
Marlo Design & Construction, Inc	563 Timbers	Rockledge	FL	32955						1
McCombs Tree Service	P.O. Box 561004	Rockledge	FL	32956	1					
McLane Excavating, Co.	1818 Ronda Ln	Pierson	FL	32180	1					
Michael Smith Inc.	390 Lott St.	Ft. Pierce	FL	34947	1					
Middle River Barge (David Van Nest)	1269 Rockledge Dr	Rockledge	FL	32955	1					
Mid-State Trucking Inc.	5433 Tildens Grove Blvd	Windermere	FL	34786	1	1				
Miguel A. Marcias Lawn Service, Inc.		Fort Pierce	FL	34945	1					
Missy & Mossy, LLC.	PO Box 491713	Leesburg	FL	34749	1	1				1
More Time To Bid	1512 S W Cattail Ct	Palm City	FL	34990	1					
Mr. Restore Services, Inc.	PO Box 690192	Vero Beach	FL	32929	1					
Multi-Trade Contractors Inc	842 Eveningside DR	Cocoa Beach	FL	32922	1					
N.A.C.S.	864-B Washburn Rd	Melbourne	FL	32934						
Nail Farms, Inc.	4430 Nail Farms Rd	Melbourne	FL	32934						
National Storm Recovery, LLC.	44200 CR 561	Astatula	FL	34705						
National Waste Management, Inc.	5889 S. Williamson Blvd. #1311	Port Orange	FL	32128						
Native Sun Lawn Service, LLC.	2709 Elm Street	Oviedo	FL	32765			1			
Newcomb Enterprises	6749 Lake Winoaa Rd	De Leon Springs	FL	32130	1					
Nicks Bobcat & Demolition Services Inc.	3438 Fairway Ln	Orlando	FL	32804		1				
Nicola Transport & Excavating, Inc	413 Tranquille Oaks Dr	Ocoee	FL	34761						1
NSB Outdoors	1231 Canal Street	New Smyrna Beach	FL	32168	1					
NSB Recycling, LLC.	2932 W. Park Avenue	Edgewater	FL	32132	1					
O Town Plastering, Inc.	3451 Lust Rd.	Apopka	FL	32703	1	1				
Optimum Services, Inc.	16022 SW Warfield Blvd	Indiantown	FL	34956	1		1		1	
Palm Bay Tree Service Inc.	1940 Michels Dr	Palm Bay	FL	32905	1		1			

2024 FL Region 5 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
PCPI Services, Inc.	819 S. Lake Jessup Ave	Oviedo	FL	32765		1				1
Pence Land Materials II, LLC	3160 Dixie Hwy NE	Palm Bay	FL	32905	1					
Phillip Osman Trucking, Inc.	10073 Lake Meadows Rd	Apopka	FL	32703						1
Portable Air LLC	555 S. Industry Rd	Cocoa	FL	32926						
Powell's Lawn & Landscape, LLC.	1303 Windy Bluff Drive	Minneola	FL	34715	1					
Powers Land Grading	215 Buccaneer Ave	Merritt Island	FL	32952	1					
Premier Landscape Solutions of IR, LLC.	6574 33rd Street	Vero Beach	FL	32966	1					
Pro Logistic Transport Inc.	13506 SummerPort Village Pkwy	Windermere	FL	34786	1					
Pro Tree Service	746 Haywood Circle	Sanford	FL	32773	1					
Providence Construction & Development	150 E. 1st Street	Apopka	FL	32707	1		1			
R & R Dozer Service	P.O. Box 731438	Ormond Beach	FL	32173						
R Peaden Inc.	1801 Harcourt Dr.	Leesburg	FL	34748	1	1				
R.A.C. III, Inc.	5190 Pina Vista DR	Melbourne	FL	32934	1					
R.C. Kirk Equipment Co.	3001 Lionel Rd.	Mims	FL	32754	1					
Rad Jr Hauling, Inc	3681 Ponderosa Dr	Ormond Beach	FL	32174	1					
Raynor Shine	850 Ocoee Apopka Rd.	Ocoee	FL	34761						
Realtree, Inc.	1070 S Wickham Rd	West Melbourne	FL	32904						
Reef Innovations	2415 McMichael Rd	St Cloud	FL	34771						
Rich's Lawn Service and Irrigation LLC	1178 Wilde Dr	Celebration	FL	34747	1					
RLH Construction	PO Box 625	Sanford	FL	32772	1		1			
Roberts and Roberts Mgmt. Services, LLC	1969 S. Alafaya Trail Suite 133	Orlando	FL	32828						
RWA Logistics and Brokerage Inc.	3815 N US Hwy #1 Ste 115	Cocoa	FL	32926	1	1				
S & S Consultants	24623 Ranch Rd	Astatula	FL	34705						
Samuel & Jorge Macias	4403 Gamer Ct	Ft. Pierce	FL	34947	1					
SAW Enterprises, LLC.	7332 Sheridan Rd.	Melbourne	FL	32904	1					
Schuller Contractors, Inc	9125 Parkers Landing	Orlando	FL	32824	1					
Seminole Concrete Pumping	2074 Old Train Rd	Deltona	FL	32176	1					
Shelman Stump Grinding	P.O. Box 616543	Orlando	FL	32861	1					
Siles & Sons, Inc.	8097 Wellsmere Cir	Orlando	FL	32835	1					1
Site Solutions of Central Florida, Inc.	2674 Pemberton Drive	Apopka	FL	32703		1				
South Florida Grading	839 S. Kings Hwy	Ft. Pierce	FL	34945	1					
South Florida Land Clearing, Inc.	15701 Orange Ave.	Fort Pierce	FL	34945	1					
Southeast Development and Transportation	2781 Peters Rd B-14	Ft. Pierce	FL	34945						
Southeastern Concrete Constructors, LLC.	2930 1st Lane SW	Vero Beach	FL	32968						
Space Coast Debris Removal, LLC	4365 Kumquat St.	Cocoa	FL	32926	1					
Sparkle Brite Disaster Team LLC	201 Grace Blvd	Altamonte Springs	FL	32714	1					
Spencers Nursery Inc.	3345 Henry J. Ave	St. Cloud	FL	34772	1					
SSS Down To Earth OPCO II, LLC	27185 CR 448A	Mount Dora	FL	32757						
Stanley Blackwelder Lift & Tree Service	5616 Old Perkins HWY	Deleon Springs	FL	32130	1					
Statewide Tub Grinding	PO Box 2689	Apopka	FL	32704						
Subtropic Tree Care & Removal	7506 Banyan Street	Fort Pierce	FL	34951	1					
Sun State Trees & Property Maintenance Inc.	295 Lyman Rd	Casselberry	FL	32707	1					
Suncoast Property Maintenance, Inc.	931 S.R. 434 #1201	Altamonte Springs	FL	32717						
Sunstate Tree & Landscaping	1130 River Dr., NE	Palm Bay	FL	32905	1					
Superior Bobcat Services, Inc.	PO Box 192	Fellsmere	FL	32948	1					
SWEETS: Crisis & Disaster Solutions, LLC.	8815 Conroy-Windermere Road #371	Orlando	FL	32835	1		1	1		
T & S Professional Rentals LLC	PO Box 1329	Apopka	FL	32704	1					
T.C's Lawns & Landscaping, Inc.	675 Camp Rd	Cocoa	FL	32927	1					
Tadajer, LLC (DBA) High Surg Recovery	1170 South Patrick Drive, Unit 1	Satellite Beach	FL	32937	1					
Taylor Maid, Inc.	PO Box 2135	Vero Beach	FL	32961	1					
TE Distributors, Inc.	1942 W. New Hampshire Street	Orlando	FL	32804	1					
Team Waterbury, LLC.	550 Valkaria Rd	Palm Bay	FL	32909	1					
Terrific Turf Lawn Care & Landscaping	5400 Ward Lake Drive	Port Orange	FL	32128	1					
The Davey Tree Expert Company	123 Atlantic Dr	Maitland	FL	32751						
Thompson Contracting Group, Inc.	397 SW Sun Circle	Palm City	FL	34990	1		1	1		1
Tip Top Tree Experts LLC	41711 Lillian Ln.	Weirsdale	FL	32195	1					
Tree Service Express	1766 Canova Street SE	Palm Bay	FL	32909						
Tree Wise Urban Forestry	863 Moonluster Dr.	Casselberry	FL	32707	1	1				1
Treesmith	2310 Parrish Rd	Titusville	FL	32796	1	1				
Triple D Excavating & Trucking Inc	18020 Tuscanoosa Rd	Groveland	FL	34736		1				
Trujillo Trucking, Inc	1900 Binnacle St	Kissimmee	FL	34744						1
Tucker's Bobcat Service	620 E University Ave	Orange	FL	32763	1					
Universal Contracting & Construction, Inc	9075 Ellis Rd	West Melbourne	FL	32904	1	1				
US Disaster Corps.	1361 Scarlett Trail	New Smyrna Beach	FL	32168						
Walker Miller Equipment Company Inc.	4400 North Orange Blossom Trail	Orlando	FL	32804	1	1				

2024 FL Region 5 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
Waterfront Recovery LLC	P.O. Box 561004	Rockledge	FL	32956	1					
West Volusia Concrete, Inc.	1815 East Parkway	Deland	FL	32724	1					
Whitener's Tractor	866 Washington Ave	Orange Park	FL	32065						
Wholesale Kingdom, Inc.	2785 LB McLeod Rd., Ste. A	Orlando	FL	32827			1			
Winter Garden Grassing, Inc.	532 N Bluford Ave	Ocoee	FL	34787	1	1				

Exclusive Subcontractors

Dawn Til Dusk Disaster, Dotson & Sons, Gulf Services, Hauling, and S. St. George work **exclusively** for CrowderGulf. These subcontractors immediately begin deployment when a threat is imminent. **They have a combined 114 double trucks that can be called upon at a moment's notice and between the subcontractors – they have worked a total of almost 100 activations in the State of Florida.** Our Exclusivity Agreements with these industry-leading subcontractors is one of the defining factors in CrowderGulf's ability to guarantee the City of Ocoee the dedicated management team and necessary equipment to furnish activations of all sizes.

Pre-Qualified Subcontractors that worked for CrowderGulf after Major Disasters

Currently, we have subcontracts or Letters of Commitment with these Subcontractors listed below. They have worked for CrowderGulf after the Events and in the locations provided below. CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10 and 2 CFR 200.321**. *The table below contains a Summary of Prime Subcontractor **Florida Activations** for the past 15 Years with CrowderGulf, LLC.*

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
4M Services (FL)													
Primary Contact: Jodi Martell 19500 Armeda Rd Alva, FL 33920		13	X	X				X					
FEIN: 30-1017179 / 863-303-1724 / martell3406@gmail.com													
ABC Hauling / RAL Services Corp (FL)	S, MBE-His	32						X					
Primary Contact: Rudy Largaespada 666 NW 23rd Street Miami, FL 33127													
FEIN: 47-3267869 / 786-972-5642 / abchauling12@gmail.com													
Ault Enterprises LLC (MI)	S	13	X	X						X			X
Primary Contact: Richie Ault 4351 D 15 Rd, Bark River, MI 49807													
FEIN: 26-0507912 906-399-4302 / richieault12@gmail.com													
Barnhart Debris Removal (AR)		12	X	X	X	X				X	X	X	
Primary Contact: Sean Barnhart 2765 Columbia Rd 61, Magnolia, AR 71753													
FEIN: 20-3400894 870-904-5893 / barnhart057@gmail.com													
Beeghly Tree (PA)	S	11	X	X	X	X	X	X		X	X		X
Primary Contact: Ryan Beeghly 458 Hillvale Rd, Somerset, PA 15122													
FEIN: 20-352-4227 / 814-444-8733 / rbeeghly@beeghlytree.com													
C & W Trucking, Inc (FL)		16						X					
Primary Contact: Kris Creeden 703 Hennis Road Winter Garden, FL 34787													
FEIN: 26-2765790 / 407-877-2600 / Kris@cwglobal.net													
Clinton Lumber Co. LLC (MO)	S	11		X									
Primary Contact: Dusty Clinton 4775 CR 3380, Willow Springs MO 65793													
FEIN: 20-2001172 / 417-331-6067 / carlajo_83@yahoo.com													
Creel Brothers, Inc. (LA)		18	X	X	X	X		X					
Primary Contact: Scott Creel 26400 Buford Creel Road, Franklinton LA 70438													
FEIN: 72-1095784 / 985-839-4372 / scottcreel@creelbrothers.com													
Crooked River LLC (MO)	S, WO	2	X	X		X							
Primary Contact: Nicole or Isaac Dotson 18025 Hwy C, Trimble, MO 64492													
FEIN: 81-273-8406 / 816-813-9007 / nikikedotson@gmail.com													
DEH Disaster Recovery LLC (GA)		23	X	X	X	X	X						
Primary Contact: Dodd Hartley 10133 Highway 92 Fort Valley, GA 31030													
FEIN: 238-47-4881 / 850-377-5221 / Rhondodd@yahoo.com													
Dawn Til Dusk Disaster LLC (MO)	S	38	X	X	X	X			X	X	X	X	
Primary Contact: Andrew Callaway 28692 W Hwy 69 Bethany, MO 64424													
FEIN: 20-3254163 / 660-425-8137 / callawayfarms@live.com													
DM Bass Inc (LA)	S, WO	6	X	X									
Primary Contact: Suzanne Rome 54691 Hwy 16, Bogalusa, LA 70427													
FEIN: 64-0890602 / 985-570-3980 / suzanne.rome@dm bass.com													

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
Dotson & Sons (MO) Primary Contact: Tim Dotson 4500 Gordon Road Sturgeon, MO 65284 FEIN: 33-1010934 / 573-682-7600 / loghardtd@hotmail.com	S	31		X	X	X				X		X	
Four Points Recycling (NC) Primary Contact: Carroll Raynor 309 King Rd, Jacksonville, NC 28540 FEIN: 46-1003850 / 910-346-2047 / carrollraynor@gmail.com	S, WO	9		X			X	X	X				
Four R Equipment (FL) / Coastline Energy Ventures Primary Contact: JR Ruiz 3701 Southwest 128 Avenue Miramar, FL 33027 FEIN: 20-2065643 / 954-347-0280 / fourrequepment@yahoo.com	S, MBE - His	15		X				X					
Gaston Tree / Wood Resource Recovery (FL) Primary Contact: Bill Gaston 6424 NW 19th Dr Gainesville, FL 32653 FEIN: 59-3691567 / 352-378-3348 / bill@gastontdr.com	S	25	X	X	X	X	X	X					
Gotus Trucking LLC (PA) Primary Contact: Mark Claypoole 166 Allison Road Harrisville, PA 16038 FEIN: 45-4533297 / 724-822-5603 / claypod1@gmail.com	S	29		X	X	X							
Gulf Atlantic Construction & Marine (AL) Primary Contact: Chance McConnell 8391 Ramsey Rd, Grand Bay, AL 36521 FEIN: 47-4037747 / 251-233-0133 / chance@gulfatlanticcm.com		17	X	X		X	X	X	X	X		X	X
Gulf Services (AL) Primary Contact: Lyman Ramsay, 5540 Business Parkway, Theodore, AL 36582 FEIN: 63-0879907 / 251-653-5075 / lyman.ramsay@gulfservices.us		22	X	X	X	X	X	X		X	X	X	
H2 Construction LLC (MO) Primary Contact: Renee Hostetter 702 W Walnut, Waverly, MO 64097 FEIN: 20-3532955 / 660-493-2555 / h2construction@live.com	S	10	X	X	X	X							
Hauling Away, LLC (AL) Primary Contact: Sara Pratt 10150 Ben Hamilton Road Theodore, AL 36582 FEIN: 45-2428798 251-402-3058 / sara@haulingaway.net	S, WO	90	X	X	X	X	X	X	X	X	X	X	X
HDR Trucking LLC (SC) Primary Contact: Henry Scharber 6380 Char-Augusta Rd, Bamberg, SC 29003 FEIN: 41-2184579 803-571-1929 / hdrtrucking@yahoo.com	S, WO	22	X	X	X	X	X	X	X		X		
JTL&S Property Preservation (TX) Primary Contact: Lance Nifong 6718 Wilford Rd, Beaumont TX 77705 FEIN: 27-1520917 / 832-775-3749 / lanceitls@yahoo.com	S	32	X	X	X							X	
Last Pass, Inc. (FL) Primary Contact: Adelaida Cesti 17890 SW 100th St, Miami FL 33196 FEIN: 88-1792476 / 786-237-9219 / lastpassinc1@gmail.com	S, WO His	10	X	X	X	X		X					
Lawn Rescue Plus (FL) Primary Contact: Giorgio Cesti 15700 SW 169 Ave Miami, FL 33187 FEIN: 46-5139503 786-446-2469 / lawnplusrescue@yahoo.com	S, MBE - His	34		X	X	X		X		X		X	X
McCombs Tree Service (FL) Primary Contact: Chuck McCombs PO Box 561004, Rockledge, FL 32956 FEIN: 59-2864291 / 321-636-2777 / cmccombs@cflrr.com	S	9		X	X								X
Michael's Tree Services (TN) Primary Contact: Irvin Lucas 3800 Knight Arnold Rd, Memphis, TN 38118 FEIN: 30-0204358 901-331-8205 / ilucas@mtlmemphis.com	S	12	X	X	X	X	X	X		X		X	
New Gen Environmental Group / Bil-Jim Construction (NJ) Primary Contact: Timothy Johnson 1358 Hooper Ave, Toms River, NJ 08753 FEIN: 46-1578632 / 732-905-3830 / newgenenvironmentalinc@gmail.com	S	12	X	X	X	X			X	X		X	X
ReclaimIt Enterprises (TN) Prime Contact: Randy Ball 300 Kingsport Hwy, Greenville, TN 37745 FEIN: 62-1575384 / 423-552-0870 / reclaimitenterprises@gmail.com	S	19	X	X	X			X	X		X		
Riccelli Enterprises (NY) Primary Contact: Richard Riccelli 6131 E. Taft Rd, N. Syracuse, NY 13212 FEIN: 16-1404955 / 315-433-5115 / richr@riccellienterprises.com		15						X					
S. St. George Enterprises (NY) Primary Contact: Steve St. George PO Box 348 Fredonia, NY 14063 FEIN: 16-1305517 / 716-672-2488 / steve@sslgeorge.com	S	83	X	X	X	X	X	X	X	X	X		
Statewide Tub Grinding / WLW (FL) Primary Contact: John Wagner, III PO Box 2689 Apopka, FL 32704 FEIN: 01-0607747 / 407-774-1100 / john@statewidegrinding.com		17	X	X		X	X				X		
Steadfast Services / Slick Machines (GA) Primary Contact: Trey Davis 1625 Lakeside Trail, Cummings, GA 30041 FEIN: 45-5521983 / 404-695-7844 / davis.steadfast@gmail.com		5	X	X	X	X	X	X	X	X	X		

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
Waterfront Recovery LLC (FL)	S, WO	4			X								X
Primary Contact: Lisa McCombs PO Box 561004, Rockledge, FL 32956													
FEIN: 81-5316398 / 321-636-2777 / cmccombs@cfl.rr.com													

Mobilizing Large Workforces

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 Ocoee 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; (130 – 160 cubic yards)	90
• 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)	40
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	20
• 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.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also try to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. *The table below provides the number of subcontractors and their equipment listed in our database, in relation to the State of Florida – Region 5.*

Subcontractor Information	Regional	FL	US. 2024
Number of Registered Subcontractors	248	1049	3527
Subcontractor Equipment	Regional	FL	US. 2024
Dump Trucks (16-65)	1151	5408	19576
Pick up w/ dump trucks	350	1394	5250
Knuckle-boom trucks	88	691	3463
Wheel Loader 50hp – 150hp	401	1741	6269
5-ton Pickup truck	390	1649	7923
Hydraulic Excavator 50hp-150hp	338	1402	7500
Trailer Mounted floodlight	53	289	1867
Low-bed Trailer w/ tractor	127	509	2395
Water Truck	48	205	1140
Air Curtain Burner	30	106	474
Backhoe w/ loader 15	72	338	1974
Dozer, 2-3 yd blade/root rake blade D7	179	700	4018
Grader, Motor, 12 ft blade 130-140hp	46	165	869
Chipper	72	299	1622
Tub Grinder 300-400 hp & 800-1000 hp	41	213	1096
Self-loading trucks	138	980	6813
Skid steer 40 hp – 80 hp	461	1921	9121
C&D Walking Floor 80-110 CY	25	522	2190
Mulch Trailer 80-110 CY	28	374	1598
Bucket Trucks	89	916	3644
Barges	25	146	1350
Work Boats	36	240	1632
Vacuum Trucks	69	120	1839

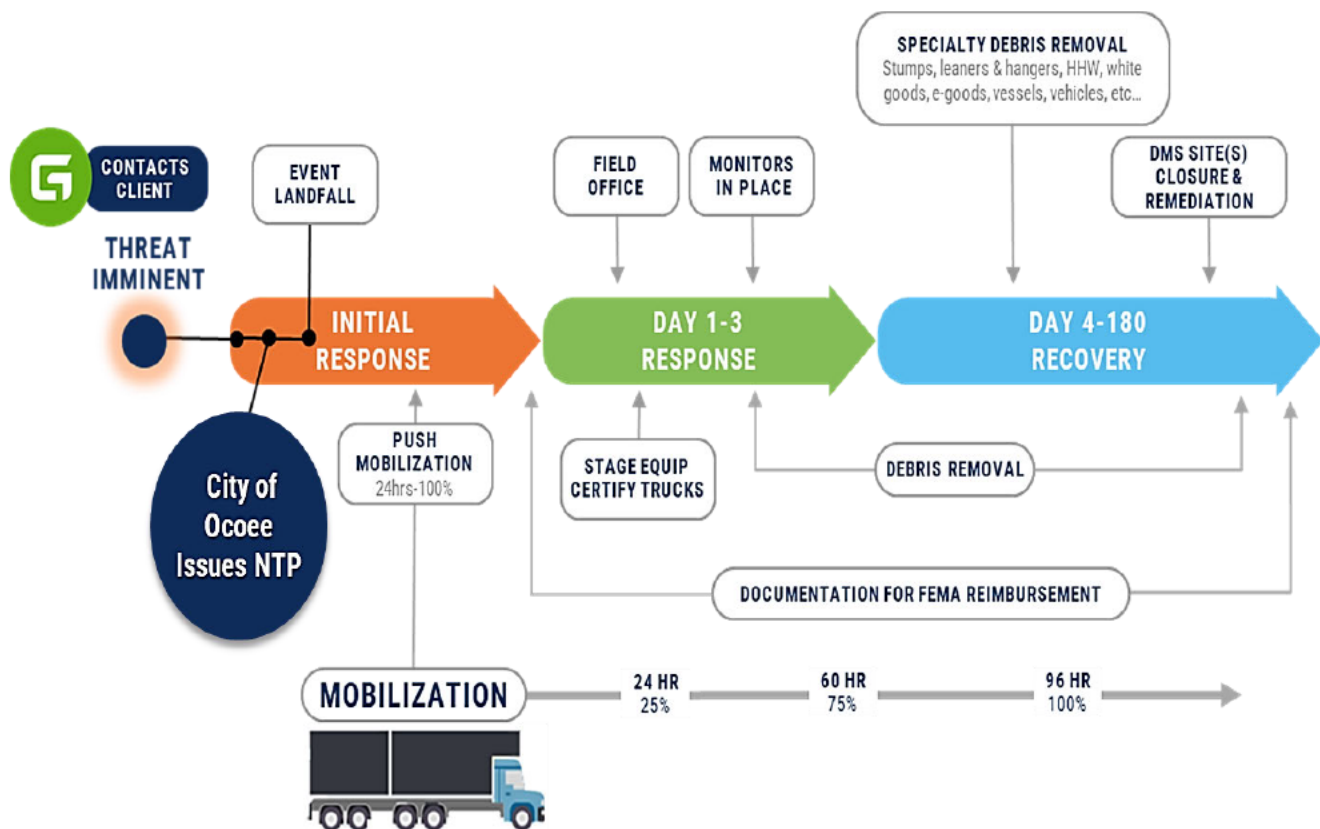
Florida Subcontractor Statistics	Regional	FL
Small Business	172	727
M/WBE, HUB, SDB or Veteran Certified	89	459
Push Crews	103	465
Debris Haulers	195	799
Marine Debris	12	55
Haul Outs	14	56
Grinding	17	63
Burning	6	21
Concrete Reduction	1	6
Recycling	1	11
Hazardous Material	-	8
Tree Work	27	101

Availability and Assurances – City of Ocoee

Due to the uncertainty of disaster related events, it is difficult to predict when a contract activation will occur. Regardless of the number of contracts CrowderGulf has activated after a disaster, in 50+ years, we have never failed to meet a client's contract requirements for equipment resources and personnel. Having an experienced management team, a large pool of company-owned equipment and operators, a nationwide database of trusted and experienced subcontractors and agreements with national rental companies, provides CrowderGulf the ability to assure the City that we can and will meet your disaster response needs. We are committed to providing the City with priority service, quality performance and onsite management. We will work as a team with you and your representatives to successfully restore the City to some sense of normalcy, while following all FEMA regulations and within the designated timeline established by the City's contract.

The severity of the disaster will determine how many employees will be assigned to a specific client. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and local resources and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the City that we can effectively manage and handle the disaster effort. CrowderGulf will adjust assets as required to optimize operations. In 2022, after Hurricane Ian's historic impacts on the State of Florida, CrowderGulf removed and disposed of over 36,000 cubic yards (CY) of debris in the City of Ocoee and provided the City with comprehensive project support throughout the response and recovery effort. CrowderGulf maintains the same level of commitment to supporting the City in responding to severe weather impacts and ensures that lessons-learned and after action items from the Hurricane Ian activation will be implemented in future responses. **CrowderGulf's dedication to the City of Ocoee is further illustrated by its steadfast commitment to adhering to the specified minimum requirement of 2 crews assigned to the City.** Should the City require additional resources and/ or debris crews, CrowderGulf stands ready to supply the appropriate assets and management staff necessary to guarantee project success, as well as total client support and satisfaction.

Sample mobilization parameters inclusive of the City's specified requirements are detailed in the graphic below.



Mobilization



CrowderGulf's **over \$150 million** in current company owned equipment, extensive **3,500+ subcontractor base**, and **exclusivity agreements with industry-leading prime subcontractors** allows CrowderGulf to not only successfully self-perform and augment any number of concurrent debris removal activations in a given year, but also gives CrowderGulf first right of refusal for hundreds of additional self-loading debris trucks and thousands of pieces of specialized, scope-specific debris equipment within the industry.

- CrowderGulf is committed to providing the City of Ocoee with the highest standard in emergency-disaster debris removal services **including committing a minimum of 2 dedicated crews** to the City of Ocoee for future severe weather response and recovery efforts.
- Should the City fall into the “cone of uncertainty” for severe weather, **CrowderGulf will establish and maintain communications with the City 120-96 hours prior to a projected landfall** and continue to assess immediate resource needs as the situation evolves.
- **Resources, subcontractors and management staff will be immediately notified and mobilized**, staging just outside the storms projected path 24 – 48 hours prior to landfall
- **Additional CrowderGulf resources will be pre-staged and held in reserve for the City of Ocoee in the 96–120-hour window of initial operational pre-event communication and will be mobilized immediately** should City stakeholders determine a need for additional project support based on the scope and severity of the event.
- **This includes augmenting operations with additional or scope-specific equipment and crews** based on the initial damage assessments.
- **The City of Ocoee will have full access to the entire spectrum of our disaster debris removal capabilities** throughout all phases of response and recovery.



Section 2 – Company Experience / References

Pictured: 2018 Hurricane Michael Bay County, FL



City of Ocoee, FL

RFP #24-009 for Emergency-Disaster Debris Removal Term Contract

Section 2 – Company Experience/ References

Contract Management – Concurrent Activations Across Multiple Regions

CrowderGulf has a proven history of simultaneously managing multiple contracts, fluctuating workloads 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. Most importantly, our full-time, disaster-experienced management teams are committed to serving all clients with integrity, promptness and reliability. The Summary Table below provides a snapshot of CrowderGulf's relevant disaster 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 508 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 the detailed, accurate and timely documentation required by FEMA 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)
2023	Ice Storm, Tornados, Idalia	18	7	\$32,431,478	1,910,145
2022	Hurricanes Ian & Nicole	44	62	\$412,363,005	19,404,863
2021	Ida, Nicholas; Tornados, Storms,	24	21	\$56,375,184	2,759,105
2020	Laura, Sally, Zeta; Tropical Storm (TS) Cristobal, Hanna, Tornados	34	72	\$560,709,033	31,784,536
2019	Dorian, TS Imelda, Tornado,	6	3	\$4,558,359	169,827
2018	Florence, Michael, Red Tide	40	56	\$284,507,345	19,311,888
2017	Irma, Harvey, Nate, TS Cindy, Tornado	96	143	\$298,159,746	18,510,223
2016	Hermine, Matthew; Severe Storms, Flooding, Tornado	53	36	\$100,501,633	6,725,538
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

Past Performance and Experience

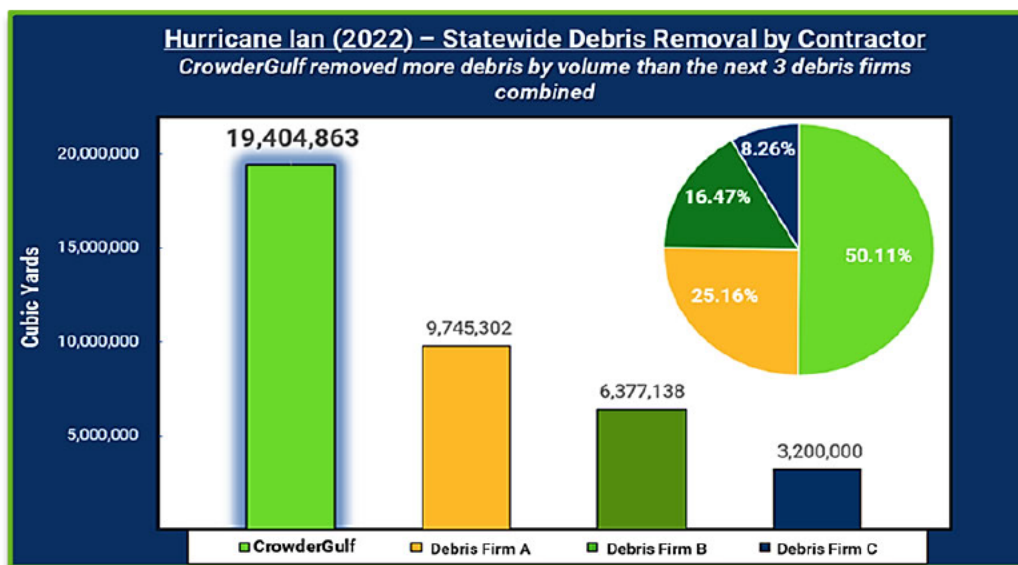
For all activations, CrowderGulf Management teams have been led by highly qualified, disaster-experienced, knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed **2022 Hurricanes**

Ian and Nicole

Hurricane Ian made landfall on September 28, 2022, in Southwest Florida, near Fort Myers, as a strong Category 4 storm. Ian is currently estimated to be the costliest storm in Florida's history. The Town of Fort Meyers Beach, City of Sanibel, and Lee County suffered catastrophic damage. Widespread wind and flood damage occurred throughout the impacted areas and severe storm surge damage in the beach towns and communities within Lee County. As the day broke and Ian's winds had passed, the devastation was unimaginable.

One of the first things reported to the team was the destruction of the Sanibel Causeway, cutting the City of Sanibel off from the mainland. CrowderGulf immediately recognized the need to set up barging for the City. We coordinated with the City and pulled the trigger the following day to mobilize barges. On October 1, 2022, just three days after Ian's landfall, CrowderGulf got the first barge on the scene. Barge operations, involving five large barges supplied by CrowderGulf, supported transporting fire, police, EMC, power companies to the island for approximately three weeks. In the first hours after Hurricane Ian's devastation, while barge operations were being set up for Sanibel, CrowderGulf was also performing emergency PUSH operations in Lee County, Fort Myers, Fort Myers Beach, Estero, and Bonita Springs. All combined, CrowderGulf had approximately 200 PUSH crews operating within the State of Florida. While PUSH crews cleared roads, CrowderGulf crews developed 63 Temporary Debris Management Sites (TDMS) throughout the damaged areas to start receiving debris. CrowderGulf was hauling debris from the ROW to TDMS just three days after landfall. Within Unincorporated Lee County, CrowderGulf hit a maximum daily production of 107,000 cubic yards per day, which resulted in over **8 million** cubic yards being removed. Response-wide in the State of Florida for Hurricane Ian, CrowderGulf had a maximum daily production of 194,000 cubic yards per day, resulting in more than 17 million cubic yards of debris being removed.

2022 Hurricanes Ian & Nicole												
39 Total Clients	Number of Clients in 2022 Utilizing Tasks Listed Below											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
\$307,265,624	11	37	52	38	18	8	7	6	7	6	38	4



After Hurricane Ian's historic 2022 landfall, CrowderGulf successfully completed 38 simultaneous disaster debris contract activations and removed over 40% of Ian-generated debris by volume across the State of Florida. Responses ranged from less than 1,500 CY to over 6.3 million CY on a single contract activation.

2021 Hurricanes Ida and Nicholas

On August 29, 2021, Hurricane Ida impacted much of coastal Louisiana, including St. John the Baptist Parish. With hurricane force winds in excess of 150-mph, Ida was a deadly and destructive Category 4 Atlantic hurricane that became one of the most damaging hurricanes to make landfall in the state of Louisiana. CrowderGulf held a pre-event contract with the Parish and CrowderGulf's contracts manager was in contact to discuss the possibility of the issuance of a Notice to Proceed (NTP), once the Parish was in the cone of uncertainty. On September 7, 2021, in the immediate aftermath of Ida, as soon as it was deemed safe and a NTP was issued by the Parish, our Director of Operations was on the ground doing damage assessment. CrowderGulf's Management team immediately mobilized all personnel, support equipment, and assets for the initial PUSH of all roadways needed by essential vehicles, while simultaneously mobilizing resources for the Rights-of-Way (ROW) debris removal.

Three debris management sites (DMS) were immediately developed to accept incoming storm debris. This project activated approximately 30 self-loading grapple trucks as well as several wheel loaders, skid-steers and other supporting equipment required to perform all necessary actions. The Parish initiated final pass and the debris removal portion of the project was completed May 15, 2022. The Parish activated CrowderGulf to begin debris removal operations in waterways, drainage laterals and ditches on March 4, 2022. The CrowderGulf Team has removed and disposed of over **79,000 cubic yards** of debris, and the contract remains open for future work with laterals and ditches.

2021 Hurricanes Ida and Nicholas; Flooding and Tornado												
15 Total Clients	Number of Clients in 2021 Utilizing Tasks Listed Below											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
\$56,375,184	2	15	13	15	4	3	3	2	1	10	11	1

2020

Hurricanes Laura and Sally, Tornadoes

In 2020, CrowderGulf responded to nine major disasters with 34 contract activations in six different states. CrowderGulf developed and managed 49 Debris Management Sites (DMS) during activations. These debris activations were conducted simultaneously with multiple missions occurring within and across regions. The most notable attribute to the 2020 storm season was the consistent daily production rate by CrowderGulf's debris crews. During the first 60 days after Hurricanes Laura and Sally, CrowderGulf removed over 12 million cubic yards of debris from the ROW. This consistent daily production of over 204,000 cubic yards of debris per day demonstrated CrowderGulf's unparalleled capabilities. Moreover, these productions were achieved without sacrificing safety, quality, cost or schedule. All of this was made possible by having qualified, disaster-experienced key management personnel and subcontractors, effective sectoring, and an efficient staffing approach. Immediately after Hurricane Laura made landfall near Cameron, LA, on August 27, 2020, as a Category 4 Hurricane with peak sustained winds of over 150 mph, the CrowderGulf Team responded and was on the ground in Calcasieu Parish and the cities of Lake Charles, Sulphur, Dequincy, Vinton, Westlake and Iowa, just hours after the dangerous winds passed. CrowderGulf executed the pre-storm response plans and immediately began debris assessment and removal operations. Due to the widespread destruction, CrowderGulf dispatched over 500 Emergency Road Clearance crews (aka Push Teams) to clear the roads for emergency vehicles to access the citizens in need. During the Emergency Road Clearance operation, the CrowderGulf Management Team located, leased, permitted, and developed 16 Debris Management Sites to store and reduce the hurricane generated debris. Overall, CrowderGulf had 34 activations and removed, reduced and disposed of over 19 million cubic yards of hurricane generated debris from the rights-of-way. In addition to PUSH operations, ROW hauling, tree work and disposal operations, CrowderGulf also worked within Calcasieu Parish to remove debris from over 1,600 miles of drainage laterals throughout the Parish. As a result, over 2.2 million cubic yards of debris have been removed and disposed of from the ditches and waterways within the Parish.

2020 Hurricanes Hanna, Laura, Sally, and Zeta, TS Cristobal and Tornadoes												
34 Total Clients	Number of Clients in 2020 Utilizing Tasks											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	DMS	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$561,133,376	5	25	20	49	25	23	13	10	8	9	24	2

Historical Workload and Operational Experience



✓ 500+ Debris Projects

✓ 400+ Million Cubic Yards

✓ 17 States



Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor. For the past **3 years**. All projects below were started on time and in accordance with all contractual requirements. Per this RFP, many smaller projects are not listed in this Past Performance Table but are available upon request. When smaller operations are listed, they are usually for specialty projects such as Push Operations, beach cleaning and dredging. FEMA representatives for projects are not listed because they work directly without clients and their monitoring firms so contact information isn't available. A Complete past performance list can be made available dating back to Hurricane Frederick in 1979 if requested. Please feel free to contact any of our past clients for references regarding our past performance, response times and FEMA contacts.

2023 Hurricane Idalia	6 Activations – FEMA DR-4734-FL; 4738-GA	\$1,797,289	61,219	
Dunedin, FL 9/11/2023-9/26/2023	Removed & Disposed: ROW C&D direct; Monitored by Tetra Tech	\$12,680	802	William "Bill" Pickrum, Director of Solid Waste 1070 Virginia Street Dunedin, FL 34698, 727-298-3215 wpickrum@dunedinfl.net
FDOT – Levy Co, FL 9/18/2023-10/3/2023	Removed & Disposed: ROW Veg & C&D direct; Monitored by Eisman Russo	\$36,238	3,000	Mark Hanna, Contracts Manager, 1820 South Young Blvd, MS 2201 Chiefland, FL 32626, Mark.Hanna@dot.state.fl.us (352) 493-6075 Patrick Upshaw, Maintenance Engineer Patrick.Upshaw@dot.state.fl.us (352) 493-6078
St Petersburg, FL 9/7/2023-9/26/2023	Removed & Disposed: ROW C&D direct; Monitored by Tetra Tech	\$175,670	12,653	Barbara Stalbird, Parks & Rec Asst. Director 1400 19th St. N St. Petersburg, FL 33713, 727-612-6399 Barbara.Stalbird@stpete.org Robert Turner, Solid Waste Asst. Director, 727-239-9380

Taylor County Schools, FL 9/1/2023-9/6/2023	Recovery Management Group Push Operations, Lump Sum debris Removal, Tree Work	\$916,463	LS	Jason Stoltzfus , Director of Recovery – Emergency Advantage, 833-463-7248
Thomas County, GA 9/1/2023-10/2/2023	Removed & Disposed: ROW County, Barwick, Boston Veg & C&D debris direct; Monitored by Thompson	\$116,290	14,514	Jay Knight , Thomas County Public Works Deputy Director, 78 Joiner Rd Thomasville, GA 31757 226-226-4389 Jay.knight@thomascountyga.gov
Ware Co, GA 9/23/2023-10/2/2023	Removed & Disposed: ROW County, Waycross, Veg & C&D; Hangers (889 trees), Leaners (16); (1) DMS Site - Reduced by grinding (30,250 CY); Monitored by Thompson	\$539,948	30,250	Jonathan Daniell , Dir EMA, 3395 Harris Rd, Ste 300, Waycross, GA 31503, 912-287-4394, jdaniell@warecounty.com
2023 AR Tornado	2 Activations – FEMA DR-4698-AR	\$17,506,998	705,694	
North Little Rock, AR 4/4/2023-8/21/2023	Removed & Disposed: ROW & Parks, Veg, C&D, Hangers (452 trees), Leaners (4,605), Stumps (1,390); Reduced by Grinding (519,538) & compaction (41,535); (1) DMS Site; Monitored by Tetra Tech	\$16,668,619	647,122	Kim Francisco , Head of Emergency Services 1206 N. Sycamore St. North Little Rock, AR 72114 Ph: 501-425-8197 Kim.francisco@nlrpolice.org
Sherwood, AR 4/7/2023-5/22/2023	Removed & Disposed: Veg, Hangers (30 trees), Leaners (3), stumps (4); Reduced by Grinding (42,021); (1) DMS Site; Monitored by Tetra Tech	\$838,379	58,572	Brian Galloway – Public Works Director. 2199 E. Kiehl Avenue, Sherwood, Arkansas 72120 501-413-8018 cell. briang@cityofsherwood.net
2023 Tornado		\$295,558	34,092	
Deer Park, TX 2/6/2023-3/4/2023	Removed & Disposed: Veg, C&D; Monitored By: True North	\$295,558	34,092	Mr. Jaime Galloway , Emergency Management Director 2211 East X Street Deer Park, TX 77536 (281) 478-7298 jgalloway@deerparktx.org
2022 Hurricane Nicole	3 Activations	\$567,715	39,600	
Brevard Co, FL 11/19/2022-12/16/2022	Removed & Disposed: Veg, C&D, Monitored By: Tetra Tech	\$527,181	35,741	Tom Mulligan , Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov
Flagler Beach, FL 12/5/2022-12/8/2022	Removed & Disposed: Veg, Monitored By: Tetra Tech	\$20,802	1,493	Larry Newsom , City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com
Vero Beach, FL 11/28/2022-12/6/2022	Removed & Disposed: Veg, Monitored By: Thompson	\$19,732	2,366	Don Dexter , PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org
2022 Hurricane Ian	36 Activations – FEMA DR-4673-FL	\$411,704,406	15,600,215	
Apopka, FL 9/29/2022-12/5/2022	Removed & Disposed: PUSH, Veg, mulch, hangers (1,019 trees), Reduced by Grinding (76,083 CY); (1) DMS; Monitored by Thompson	\$1,101,577	52,496	Josh Robinson , Sanitation Operations Manager, 748 E Cleveland Street, Apopka, FL 32703, (407) 703-1731, jrobinson@apopka.net
Bonita Springs, FL 9/30/2022-2/3/2023	Removed & Disposed: PUSH, Veg, C&D, Hangers (671 trees), Leaners (7), Ewaste (2,712), HHW (99,920 Lbs), White Goods (1,912), Freon, Reduced by Compaction (107,754 CY) & Grinding (140,426 CY) (1) DMS; Monitored By: Thompson	\$7,529,288	248,180	Matt Feeney , Public Works Director, 9101 Bonita Beach Road, Bonita Springs, FL 34135, (239) 949-6246, matt.feeney@cityofbonitasprings.org
Brevard County, FL 10/5/2022-10/28/2022	Removed & Disposed: ROW, Gated Communities, Veg, C&D, Monitored By: Tetra Tech	\$1,298,850	88,057	Tom Mulligan , Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov
Casselberry, FL 10/9/2022-11/30/2022	Removed & Disposed: Veg, Mulch, Hangers (75 trees), Leaners (34), Reduced by Grinding (20,304 CY) (1) DMS; Monitored By: Thompson	\$455,949	20,737	Chuck Smith , Parks & Facilities Superintendent, 95 Triplet Lake Dr., Casselberry, FL 32707, (407) 262-7725, csmith@casselberry.org

Charlotte County Schools, FL 10/1/2022-1/18/2023	Removed & Disposed: PUSH, Veg, C&D, Hangers, Leaners, Building repairs, Work Completed through Synergy	\$3,264,654	LS	Jason Stoltzfus, Synergy Recovery Manager, jasons@synergyns.com
Cocoa Beach, FL 10/13/2022-10/26/2022	Removed & Disposed: ROW, St Rds, Veg, C&D; Monitored By: Tetra Tech	\$71,993	8,362	Rob Strong, Public Works Project Manager, 1600 Minutemen Causeway, Cocoa Beach, FL 32931, (321) 868-3316, rstrong@cityofcocoabeach.com
Cocoa, FL 10/24/2022—10/26/2022	Removed & Disposed:, Veg, Monitored By: Thompson	\$21,786	3,005	Bryant Smith, Public Works Director, 155 N Wilson Ave, Cocoa, FL 32922, (321) 433-8772, bsmith@cocoafl.org
Collier Co, FL 10/19/2023-2/2/2024	Removed & Disposed: NRCS Waterway Debris; Monitored By: Tetra Tech	\$4,982,108	15,622	Pawel Brzeski, Project Manager, Stormwater Management, 2685 South Horseshoe Drive Naples FL 34104; 239-252-2927; Pawel.Brzeski@colliercountyfl.gov
Edgewater, FL 10/6/2022-12/9/2022	Removed & Disposed: Veg, C&D, Reduced by Compaction (24,978 CY) (1) DMS; Monitored By: Witt O'Briens	\$1,681,924	108,356	Brenda Dewees, Environmental Services Director, 409 Mango Tree Drive, Edgewater, FL 32132, (386) 424-2400 ext4007, BDewees@cityofedgewater.org
Estero, FL 9/30/2022-1/21/2023	Removed & Disposed: PUSH, Parks, Veg, C&D, Hangers (1,377 trees), Leaners (47), E-waste (1,110), HHW (7,712 Lbs), White Goods (581), Freon, Reduced by Compaction (110,515 CY) & Grinding (190,546 CY) (1) DMS; Monitored By: Rostan using HaulPass	\$6,064,755	301,061	Steve Sarkozy, Village Manager, 9401 Corkscrew Palms Circle, Estero, FL 33928, (239) 221-5035, sarkozy@estero-fl.gov
FL DEM 11/30/2022 – 01/29/2024	Lee Co PPDR / CPDR Removed & Disposed: Demo, Vessels, Veg, C&D, Hangers (19 trees), Leaners (8), Stumps (5), white goods (8,848), E-waste (4,412), HHW (351,100 lbs); Reduced by Compaction (732,752 CY) & Grinding (81,335 CY); (8) DMS Sites; Monitored by CDR McGuire	\$94,928,629	1,915,840	Stephanie Stachowicz, General Counsel Stephanie.Stachowicz@em.myflorida.com Cameron Morris, AC Disaster Consulting 770-855-7330 cmorris@acdaster.com
Flagler Beach, FL 10/8/2022-10/27/2022	Removed & Disposed: Veg, Monitored By: Tetra Tech	\$89,646	5,433	Larry Newsom, City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com
Ft. Myers Beach, FL 10/8/2022-9/15/2023	Removed & Disposed: PUSH, Veg, C&D, Sand, Hangers (88 trees), Leaners (21), E-waste (2,308), HHW (431,340 Lbs), White Goods (7,116), Freon, Reduced by Compaction (814,621 CY) & grinding (23,870 CY), (5) DMS; Monitored By: Thompson	\$30,942,487	878,479	Jason Freeman, Fort Myers Beach Public Works Director – Address Pending – Fort Myers Beach, FL 33931, (239) 266-4673 1100, jasonf@fmbgov.com
Ft. Myers, FL 9/30/2022-4/3/2023	Removed & Disposed: PUSH, Waterway Debris, PPDR/CPDR, Veg, C&D, Hangers (6,996 trees), Leaners (152), Stumps (31), E-waste (213), White Goods (82), Freon, Reduced by Compaction (148,483 CY) & Grinding (504,726 CY) (1) DMS; Monitored By: Thompson	\$13,023,787	645,853	Saeed Kazemi, City Manager, 2200 Second Street, Ft. Myers, FL 33901, (239) 321-7024, SKazemi@cityftmyers.com
Kissimmee, FL 10/3/2022-1/19/2023	Removed & Disposed: Veg, C&D, Hangers (59 trees), Reduced by Compaction (8,251 CY) & Grinding (11,517 CY) (1) DMS; Monitored By: Thompson	\$362,740	18,588	Mr. Ashley Willis, Asst. Dir PW /City Engineer, 101 N. Church Street, Kissimmee, FL 34741, (407) 518-2177, Ashley.willis@kissimmee.gov
Lee County, FL 9/30/2022-4/26/2023	Removed & Disposed: PUSH, Waterway Debris, Parks, St Rds, Veg, C&D, Sand, Hangers (38,431 trees), Leaners (4,395), Stumps (5), E-waste (7,553), HHW (959,980 Lbs), White Goods (12,367), Freon, Vessels; Reduced by Compaction (2,279,129 CY) & Grinding (4,058,872 CY); (16) DMS; Monitored By: Thompson	\$136,373,782	6,303,310	Paul Flores, Solid Waste Ops Manager, (239) 533-8017, pflores@leegov.com
Lee County School District, FL 10/1/2022-3/6/2023	Removed & Disposed: Veg, C&D, Hangers (1,543 trees), Leaners (136), Reduced by Compaction (393 CY) & Grinding (15,543 CY) (1) DMS; Monitored By: Thompson	\$354,202	15,980	Barbra Cedeno, (239) 229-7823, barbarac@leeschools.net 2855 Colonial Blvd, Fort Myers, FL 33966

Oak Hill, FL 10/14/2022-12/7/2022	Removed & Disposed: Veg, Reduced by Grinding (6,194 CY) (1) DMS; Monitored By: Tetra Tech	\$90,429	6,929	Kohn Evans, City Administrator, 234 US Hwy 1, Oak Hill, FL 32759, evansK@oakhillfl.com
Ocoee, FL 11/2/2022-2/22/2023	Removed & Disposed: Veg, C&D, Parks debris, Wet debris, Hangers (36 trees), Leaners (318), Stumps (1); Reduced by Grinding (34,435 CY) (1) DMS; Monitored By: Thompson	\$692,837	36,726	Steve Krug, Public Works Director, 301 Maguire Road, Ocoee, FL 34671, (407) 905-3100 Ext 6001, Skrug@ci.ocoeefl.us
Okeechobee Co, FL 10/10/2022-12/14/2022	Removed & Disposed: Veg; Monitored By: Culpepper & Terpening	\$2,582,798	192,525	Mitchell Smeykal, EM Director, 707 NW 6th St Ave, Okeechobee, FL 34972, (863) 763-3212, msmeykal@co.okeechobee.fl.us
Okeechobee, FL 10/10/2022-12/10/2022	Removed & Disposed: Veg; Monitored By: Culpepper & Terpening	\$1,168,308	40,742	Marcos Montes De Oca City Administrator, 55 SE 3rd Ave, Okeechobee, FL 34972
Ormond Beach, FL 10/5/2022-11/28/2022	Removed & Disposed: ROW & Gated debris, Veg, Reduced by Grinding (111,911 CY) (1) DMS Monitored By: Thompson	\$1,388,795	122,338	Kevin Gray, PW Ops Manager, 501 N. Orchard Street, Ormond Beach, FL 32174, (386) 676-3577, kevin.gray@ormondbeach.org
Pembroke Pines, FL 9/30/2022-10/14/2022	Removed & Disposed: Veg, C&D, Hangers (91 trees), Leaners (14), Reduced by Compaction (677 CY) & Grinding (4,969 CY) (1) DMS; Monitored By: Tetra Tech	\$146,704	5,646	Charles Dodge, City Manager, 601 City Center Way, 4th Floor, Pembroke Pines, FL 33025, (954) 450-1040, cdodge@ppines.com
Ponce Inlet, FL 10/10/2022-10/27/2022	Removed & Disposed: Veg, C&D, Monitored By: Witt O'Briens	\$41,816	2,328	Kim McColl, Director, 4300 S Atlantic Ave, Ponce Inlet, FL 32127, (386) 236-2150, kmccoll@ponce-inlet.org
Port Orange, FL 10/7/2022-11/11/2023	Removed & Disposed: Veg, C&D, Hangers (35 trees), Leaners (39), Stumps (1); Reduced by Compaction (54,654 CY) & Grinding (242,860 CY) (1) DMS; Monitored By: Thompson	\$4,323,871	294,615	Lynn Stevens, Public Works Director, 1395 Dunlawton Ave, Port Orange, FL 32129, (386) 506-5750, lstevens@port-orange.org
Punta Gorda, FL 10/3/2022-12/20/2022	Removed & Disposed: PUSH, ROW, Private, Veg, C&D, Hangers (727 trees), Leaners (323), Stumps (1); Reduced by Grinding (43,363 CY); (1) DMS; Monitored By: Landfall Strategies	\$2,171,018	180,761	Greg Murray, City Manager, 326 West Marion Ave, Punta Gorda, FL 33950, (941) 575-3301, gmurray@cityofpuntafordafl.com
Sanford, FL 10/10/2022-12/3/2022	Removed & Disposed: Veg, C&D, Reduced by Grinding (33,648 CY) (1) DMS; Monitored By: Witt O'Briens	\$416,436	29,669	John Reichardt, Public Works Ops Manager, 300 N Park Ave, Sanford, FL 32771, (407) 688-5080 Ext 5087, John.reichardt@sanfordfl.gov
Sanibel, FL 10/1/2022-7/24/2023	Removed & Disposed: PUSH, Marine debris, Veg, C&D, Sand, Hangers (8,504 trees), Leaners (4,198), E-waste (5,518), HHW (694,480 Lbs), White Goods (15,475), Freon, Reduced by Compaction (887,203 CY) & Grinding (957,588 CY) (7) DMS; Monitored By: Thompson	\$56,243,244	1,923,997	Scott Krawczuk, Public Works Deputy Director, 800 Dunlop Road, Sanibel, FL 33957, (239) 472-6397, scott.krawczuk@mysanibel.com
Sarasota County, FL 10/6/2022-2/22/2023	Removed & Disposed: ROW & Private / Gated Veg, C&D, Hangers (7,533 trees), Leaners (1,193), Stumps (128), Reduced by Grinding (1,510,384 CY) (2) DMS; Monitored By: Tetra Tech	\$20,651,895	1,320,961	Lois Rose, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Sarasota County, FL 3/24/2023-6/17/2023	Waterway Debris Removed & Disposed: FEMA & NRCS Wet debris direct hauled; Monitored By: Tetra Tech	\$5,620,561	73,604	Lois Rose, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Sarasota School Board 10/24/2022-11/7/2022	Removed & Disposed: Veg, C&D, Monitored By: Tetra Tech	\$34,468	3,049	Don Hampton, Facilities Services Director, 1960 Landings Blvd. Sarasota, FL 34231 (941) 927-9000 Ext 68835, Don.Hampton@sarasotacountyschools.net
Satellite Beach, FL 10/6/2022-10/28/2022	Removed & Disposed: Veg, C&D, Monitored By: Tetra Tech	\$86,962	4,945	Courtney Barker, City Manager, 565 Cassia Blvd, Satellite Beach, FL 32937, (321) 773-1391, cbarker@satellitebeach.org
South Daytona, FL 10/5/2022-11/15/22	Removed & Disposed: PUSH, Veg, C&D, Reduced by Compaction (25,185 CY) & Grinding (46,565 CY) (1) DMS; Monitored By: Tetra Tech	\$1,340,830	71,751	Patricia Clark, Public Works Specialist, 1770 Segrave Street, South Daytona, FL 32119, (386) 322-3088, pclark@southdaytona.org

St. Petersburg, FL 10/11/2022-11/26/2022	Removed & Disposed: Veg, Reduced by Grinding (75,090 CY) (1) DMS; Monitored By: Tetra Tech	\$1,705,963	75,090	Amber Boulding, EM Specialist, 400 Dr. Martin Luther King Jr. St., St. Petersburg, FL 33731, (727) 893-7683, amber.boulding@stpete.org
Venice, FL 9/29/2022-12/14/2022	Removed & Disposed: PUSH, ROW & Parks, Veg, C&D, Gated debris, Hangers (2,563 trees), Leaners (584), Stumps (6); Reduced by Compaction (30,883 CY) & Grinding (117,847 CY) (1) DMS; Monitored By: Witt O'Briens	\$3,601,136	148,730	James Clinch, Public Works Director, 221 S. Seaboard Avenue, Venice, FL 34285, (941) 486-2422, jclinch@venicegov.com
Volusia County, FL 10/5/2022-1/14/2023	Removed & Disposed: ROW, Gated, Mobile Home Parks, Parks, Veg, C&D, Stumps (1); Reduced by Compaction (24,130 CY), Grinding (547,337 CY); (6) DMS; Monitored By: Tetra Tech	\$6,749,476	469,560	George Recktenwald, County Manager, 123 West Indiana Ave, Deland, FL 32720, (386) 736-5920, grecktenwald@co.volusia.fl.us
Winter Garden, FL 10/9/2022-10/16/2022	Removed & Disposed: Veg, Reduced by Grinding (4,459 CY) (1) DMS; Monitored By: Thompson	\$98,702	4,459	Richard Fasano, Public Services Director of Ops, 880 W. Bay Street, Winter Garden, FL 34787, (407) 877-5449, rfasano@cwqdn.com
2021 KY Tornado	2-Activations – 4 DMS's	\$3,841,472	214,381	
Bowling Green, KY 12/18/2021-2/16/2022	Removed & Disposed: Veg, C&D, hangers (194 trees), leaners (189), stumps (11); Reduced by grinding (118,343 CY) & compaction (54,232 CY), (2) DMS Sites; Monitored by Tetra Tech	\$3,022,273	244,447	Matt Powell, Environmental Manager City of Bowling Green, KY 1011 College Street, Bowling Green, KY 42102, 270-393-3071; Matt.Powell@bgky.org
Warren Co, KY 12/18/2021-2/15/2022	Removed & Disposed: Veg, C&D, hangers (98 trees), leaners (55), stumps (4); Reduced by grinding (38,194 CY) & compaction (9,352 CY), (2) DMS Sites; Monitored by Tetra Tech	\$819,199	63,105	Josh Moore, Public Works Director, 1141 State Street, Bowling Green, KY 42101 270-779-6808 josh.moore@ky.gov
2021 Hurricane Nicholas	7-Activations – 7 DMS's	\$1,991,995	177,421	
Angleton, TX 9/23/21-10/15/21	Removed & Disposed: Veg, Reduced by Grinding (1) DMS; Monitored by Tetra Tech	\$252,769	34,158	Jeff Sifford, Public Works Director, 901 South Velasco, Angleton, TX 77515, 979-849-4364, jsifford@angleton.tx.us
Brazoria County, TX 9/28/21- 10/28/21	Removed & Disposed: Veg, Reduced by Grinding (83,177 CY) (1) DMS Site; Monitored by Rostan / Haul Pass	\$809,512	58,198	Mr. Steve Rosa, Emergency Management Coordinator (979) 864-1801 111 E Locust St., Suite 102, Brazoria, TX 77515; steverosa@brazoria-county.com
Brazoria, TX 10/4/21- 10/23/21	Removed & Disposed: Veg, Reduced by Grinding (1) DMS; Monitored by Tetra Tech	\$123,970	9,183	Mike Collard, City Manager, 201 S Main Street, Brazoria, TX 77422, 979-798-2018; citymanager@cityofbrazoria.org
Clute, TX 9/27/21- 10/18/21	Removed & Disposed: Veg, Reduced by Grinding (1) DMS; Self Monitored – Day Rate per truck	\$119,000	Day Rate	CJ Snipes, City Manager, 108 E Main St., Clute, TX 77531; 979-265-2541; cjsnipes@clutetexas.gov
Holiday Lakes, TX 10/20/2021-10/22/2021	Removed & Disposed: Veg; Reduced by Grinding (1) DMS; Self Monitored – Day Rate per truck	\$10,200	Day Rate	Norman Schroeder, Mayor, 195 N Texas Ave. Holiday Lakes, TX 77515, Cindy@holidaylaketexas.com
Lake Jackson, TX 9/23/21- 10/16/21	Removed & Disposed: Veg, C&D (Direct) Reduced by Grinding (1) DMS; Monitored by Thompson	\$601,744	75,882	Sabrina England, Director Public Works, 25 Oak Dr., Lake Jackson, TX 77566; 979-415-2430; sengland@lakejacksontx.gov
West Columbia, TX 9/27/21- 10/16/21	Reduced & Disposed: ROW Veg hauling to grind site (Waste Water Treatment Plant facility); Monitored by Witt Obrien's	\$74,800	Day Rate	Debbie Sutherland, City Manager, 512 E Brazos Ave., West Columbia, TX 77486; 979-345-3123; citymanager@westcolumbiatx.org
2021 Hurricane Ida	4-Activations- 4 DMS's – DR 4626-MS, DR-4611-LA	\$41,790,085	1,459,881	

Audubon Nature Institute, LA 9/6/2021-10/25/2021	Removed & Disposed: Push, Veg, hangers (2,576 trees), leaners (381); Monitored by Tetra Tech	\$1,354,632	19,409	Daniel Ilg , Arboricultural Supervisor, 6500 Magazine Street New Orleans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dilg@auduboninstitute.org Cecilie Halliwill , Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@auduboninstitute.org
Biloxi, MS 9/27/2021-10/13/2021	Removed & Disposed: Veg direct; Self Monitored – Day Rate per truck	\$95,200	Day Rate	Mr. Billy Ray Allen , Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us Mayor Andrew “FoFo” Gilich , 140 Lameuse Street 2 nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us
Gulfport, MS 10/11/2021-11/6/2021	Removed & Disposed: Veg & C&D Direct to FDS Monitored by Tetra Tech	\$439,481	29,201	Wayne E. Miller , Director of Public Works & Engineering, 4050 Hewes Ave., Gulfport, MS 39507 228-868-5740
St. John Baptist Parish, LA 9/6/2021-11/4/2022	Removed & Disposed: PUSH, DOT Rds, Parks, 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; Monitored By: Tetra Tech	\$32,202,382	1,306,580	Ms. Jaclyn Hotard , Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
St. John Baptist Parish, LA Laterals 3/5/2022-10/21/2022	Removed & Disposed: Water debris, grinding (32,149 CY), compaction (6,269 CY)	\$7,023,462	71,741	Ms. Jaclyn Hotard , Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
St. John Baptist Parish, LA PPDR 2/28/2023- Ongoing	Debris Removal from Private Property Removed & Disposed: Veg, C&D, Hangers (700 trees), Leaners (413), Stumps (125), white goods (2); Reduced by Compaction (3,509) & Grinding (26,727 CY) (1) DMS; Monitored By: Tetra Tech	\$674,927	32,950	Ms. Jaclyn Hotard , Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
2020 Hurricane Zeta	8-Activations – 6 DMS’s – DR-4576 (MS), DR-4577 (LA)	\$28,333,915	1,810,046	
Audubon Nature Institute, LA 10/31/2020-12/15/2020	Removed & Disposed: Veg, C&D, hangers (486 trees), leaners (288); Monitored by Tetra Tech	\$593,154	9,668	Daniel Ilg , Arboricultural Supervisor, 6500 Magazine Street New Orleans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dilg@auduboninstitute.org Cecilie Halliwill , Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@auduboninstitute.org
Biloxi, MS 11/5/2020-1/20/2021	Removed & Disposed: Veg, C&D; Reduced by Grinding, (1) DMS Site; Monitored by True North	\$3,939,197	272,608	Mr. Billy Ray Allen , Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us Mayor Andrew “FoFo” Gilich , 140 Lameuse Street 2 nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us
D’Iberville, MS 11/12/2020-1/11/2021	Removed & Disposed: Veg, C&D, Leaners (37), Hangers (370 trees); Self-Monitored	\$568,457	35,035	Mike Mullins , Director of Public Works 10383 Auto mall Parkway D’Iberville, MS 39540 Ofc: 228-669-5539 Cell: 228-669-5539 mmullins@diberville.ms.us
Gulfport, MS 11/10/2020-2/23/2021	Removed & Disposed: Veg, C&D, Leaners (485), Hangers (12,297 trees), Stumps (9); Reduced by Grinding (371,750 CY), (2) DMS Sites; Monitored by Tetra Tech	\$6,365,585	483,413	Robert (Chris) K. Riemann , Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-868-5740 Cell: 228-518-2980 kriemann@gulfport-ms.gov
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 rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 rupertlacy@co.harrison.ms.us
Jackson Co, MS 11/09/2020-02/7/2021	Removed & Disposed: Veg, C&D, Leaners (488), Hangers (14,079 trees), Parks, Golf Courses, beach debris; Monitored by Thompson	\$7,148,349	436,284	W. Brian Fulton , County Administrator 2915 Canty Street Pascagoula, MS 39567 228-769-3088 Brian_Fulton@co.jackson.ms.us

Pascagoula, MS 11/20/2020-12/18/2020	Removed & Disposed: Veg; Leaners (1 tree) & Hangers (658 trees); Monitored by Thompson	\$286,302	20,888	Karen Kennedy , City Clerk 603 Watts Avenue Pascagoula, MS 39567 Ofc: 228-938-6615 cityclerk@cityofpascagoula.com
Wiggins, MS 01/21/2021-02/1/2021	Removed and disposed Veg, C&D Direct; Reduction by Grinding, (1) DMS Site; Self-Monitored / Tice Engineering	\$207,733	13,359	Michelle Gill , Project Engineer (Tice Engineering), 510 South Vardaman Street Wiggins, MS 39577 Office: 601-928-4121 Cell: 601528-4152 michelle.gill@ticeeng.com
2020 Hurricane Sally	10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL	\$116,422,750	7,475,318	
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 Ericksen , SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 ericksenm@dot.state.al.us
Atmore, AL 10/1/2020-11/01/2020	Removed & Disposed: Veg, hangers (1,082 trees), leaners (28 trees); Reduced by Grinding (43,759 CY), (1 DMS); Monitored by GMC	\$673,070	43,760	Mayor Jim Staff , 201 East Louisville Ave. Atmore, AL 36502 Ofc: 251-368-2253 celial@cityofatmore.com
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 rd & 4 th Floor Robertsedale, AL 36567 251-972-6878 TGraham@baldwincounty.al.gov
Bay Minette, AL 09/25/2020 – 11/03/2020	Removed & Disposed: Veg, C&D, Veg, hangers (1,204 trees), leaners (48 trees); Reduced by Grinding (137,801 CY), (1 DMS); Monitored by Self Monitored	\$1,516,900	141,809	Rita Diedtrich , City Clerk, 301 D'Olive Street Bay Minette, AL 36507 Ofc: 251-580-1637 rdiedtrich@ci.bay-minette.al.us
Daphne, AL 09/17/2020-01/05/2021	Removed & Disposed: PUSH, Veg, hangers (3,868 trees), leaners (191 trees), Stumps (9); Reduced by Grinding (375,017 CY), (1 DMS); Monitored by True North	\$4,570,398	376,872	Denise Penry , EMA Accountant, 26435 Public Works Road Daphne, AL 36526 Ofc: 251-621-3182 dpenry@daphneal.com
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 John.Saraceno@fairhopeal.gov
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); Reduced by Grinding (457,915 CY) & Compacting (40,763 CY), (1 DMS); Monitored by Thompson	\$9,741,393	580,181	Brandan Franklin , Chief Building Official / EM Coordinator, 1905 West 1 st Street Gulf Shores, AL 36542 251-968-1149 bfranklin@gulshoresal.gov
Okaloosa Co, FL 09/25/2020-11/2/2020	Removed & Disposed: Veg, C&D, mulch; Reduced by Grinding (22,945 CY); Monitored by Tetra Tech	\$338,470	30,576	Jim Reece , Solid Waste Recycling Coordinator, 84 Ready Ave. Fort Walton Beach, FL 32548 Ofc: 850-651-7394 Cell: 850-978-1063 jreece@myokaloosa.com
Orange Beach, AL 09/20/2020-5/21/2021	Removed & Disposed: PUSH, Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris, wetlands debris, C&D compacted, mulch, HHW (151,100 lbs.), E-Waste (383), white goods (1,624), hangers (4,527 trees), leaners (725 trees), Stumps (342); Reduced by Grinding (228,509 CY) & Compacting (194,239 CY); Monitored by Thompson	\$13,593,239	424,952	Mr. Phillip West , Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 pwest@orangebeachal.gov
Spanish Fort, AL 09/28/2020-11/16/2020	Removed & Disposed: PUSH, Veg, C&D, Hangers (118 trees), leaners (14 trees); Monitored by Thompson	\$1,124,436	93,337	Mary Lynn Williams , City Clerk, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527 Ofc: 251-626-4884 cityclerk@cityofspanishfort.com
2020 Hurricane Laura	10-Activations – 27 DMS's – FEMA DR-4559-LA / EM-3540-TX	\$402,491,599	15,122,442	

Alexandria, LA 8/31/2020-11/4/2020	Removed & Disposed: Veg, C&D, Parks and Zoo debris, mulch, hangers (2,975 trees), leaners (98 trees), stumps (1); Reduced by Grinding (222,758 CY); 1 Site Monitored by Tetra Tech	\$3,643,508	228,755	Darren Green , Debris Manager 625 Murray Street Alexandria, LA 71301 Ofc: 318-441-6060 Cell: 318-446-2342 darren.green@cityofalex.com
Calcasieu Parish, LA 9/3/2020-9/2/2021	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) Reduced by Grinding (5,004,006 CY) & compacting (2,573,846 CY); 9 DMS; Monitored by Tetra Tech	\$132,676,652	6,972,815	Allen Wainwright , Director of Engineering and Public Works 1015 Pithon Street, 4 th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA Laterals 10/8/2021-9/13/2023	Removed & Disposed: Waterway debris from Laterals / Waterways	\$155,928,192	2,246,832	Allen Wainwright , Director of Engineering and Public Works 1015 Pithon Street, 4 th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA Dead Tree Project 10/5/2022-3/31/2023	Tree removal and hauling of debris Removed & Disposed: Leaners (3,305); Reduced by Grinding (338,062 CY); Monitored by Tetra Tech	\$1,575,802	64,008	Allen Wainwright , Director of Engineering and Public Works 1015 Pithon Street, 4 th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
DeQuincy, LA 9/14/2020-4/19/2021	Removed & Disposed: Veg, C&D, mulch, hangers (284 trees), leaners (28 trees), stumps (3), white goods (180), refrigerator contents (12,160 lbs), e-waste (158) Reduced by Grinding (107,800 CY), burning & compacting (31,106 CY); 2 Sites Monitored by Tetra Tech	\$2,672,412	156,444	Riley Smith , Mayor 300 N Holly Street DeQuincy, LA 70633 SmithRiley@ymail.com
Iowa, LA 9/7/2020-3/13/2021	Removed & Disposed: Veg, C&D, hangers (486 trees), leaners (15 trees) white goods (52), E-waste(110); Reduced by Grinding (49,558 CY) & compacting (25,354 CY); 1 Site; Monitored by Tetra Tech	\$1,401,231	74,913	Paul Hess , Mayor, 115 N. Thompson Ave Iowa, LA 70647 mayor@iowala.org
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), white goods (1,574) stumps (3), HHW (4,943 lbs) Reduced by Grinding (2,254,057 CY) & compacting (2,006,484 CY); 5 Sites; Monitored by Tetra Tech	\$80,385,064	4,077,816	John Cardone, Jr. City Administrator 326 Pujo Street, 10 th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us
Lake Charles, LA DEMO 8/1/2022-8/14/2022 1/30/2023-2/5/2023	Demo Property Debris Removal Program; Monitored by Tetra Tech	\$366,525	LS	Emily McDaniel , Director of Finance, 326 Pujo Street, Lake Charles, LA 70601; 337-491-1251; Emily.mcdaniel@cityoflc.us
Sulphur, LA 9/2/2020-6/21/2021 5/11/2023-5/23/2023	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.) Reduced by Grinding (503,298 CY) & compacting (338,926 CY); 1 Site; Monitored by Tetra Tech	\$15,259,184	838,424	Stacy Dowden , Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org
Vinton, LA 9/1/2020-1/21/2021	Removed & Disposed: PUSH, Veg, C&D, Compacted C&D, Mulch, hangers (248 trees), leaners (2 trees), white goods (229), e-waste (56); Reduced by Grinding (103,203 CY) & compacting (41,546 CY); 2 Sites Monitored by Tetra Tech	\$2,591,105	144,750	Mayor Kenneth Stinson , 1200 Horridge Street Vinton, LA 70668 Ofc: 337-496-3806 mayor@cityofvinton.com
Westlake, LA 9/3/2020-3/13/2021	Removed & Disposed: PUSH, Veg, C&D, Compacted C&D, Mulch, Hangers (313 trees), leaners (401 trees), white goods (93), e-waste (35), HHW (6,480 lbs); Reduced by Grinding (206,656 CY) & compacting (108,644 CY); 1 Site; Monitored by Tetra Tech	\$5,715,701	315,301	Mayor Robert Hardey , 101 Mulberry Street Westlake, LA 70669 Ofc: 337-532-2757 mayor@cityofwestlake.com

References

1. **Client:** City of Sanibel, FL **Population:** 7,363 / Lee County
Address: 800 Dunlop Rd, Sanibel, FL 33957
Contact: **Scott Krawczuk**, Deputy Public Works Director, o: 239-472-6397, scott.krawczuk@mysanibel.com
Keith Williams II, Public Works Director, o: 239-472-6397, c: 239-691-8787, keith.williams@mysanibel.com
Project Title: **2022 Hurricane Ian** (10/01/2022-07/15/2023)
 - Emergency Road Clearance (PUSH)
 - Removed & disposed marine debris, vegetation, C&D, Hangers, Leaners, E-Waste, HHW, White Goods, Freon
 - Reduction by grinding and compaction
 - Monitored by Thompson**Project Title:** **2017 Hurricane Irma** (9/18/2017-12/17/2017)
 - Removed & disposed of vegetation, mulch and leaners/hangers (787 trees), reduction by grinding (1 site)**2007 Beach Cleanup – Red Drift Algae** (2/2007)
 - Special Projects: hand raked & removed red drift algae from beach**2006 Beach Cleanup – Red Drift Algae** (11/2006)
 - Special Projects: hand raked & removed red drift algae from beach**2005 Hurricane Wilma** (10/2005-12/2005)
 - Emergency PUSH, removed & disposed: (ROW & ROE) vegetation, C&D
 - Special Projects: Beach cleaning**2004 Hurricanes Charley, Jeanne & Frances** (8/2004-1/2005)
 - Emergency Push; removed & disposed: vegetation, C&D, stumps (1,183), leaners/hangers (T&M), canal debris
 - Reduced by grinding & burning
 - At Cost Services: Police Services

<u>Contract Value:</u>	<u>CY Recovered & Reduced:</u>
Ian	\$56,229,356
Irma	\$2,217,420
2007 Beach	\$65,716
2006 Beach	\$7,809
Wilma	\$538,981
2004	\$6,103,458
2. **Client:** Lee County, FL **Population:** 739,224
Address: 10500 Buckingham Rd, Fort Myers, FL 33905
Contact: **Amanda Condomina**, Assistant to County Manager, o: 239-533-8000, c: 239-834-3505, acondomina@leegov.com
Project Title: **2022 Hurricane Ian** (10/05/2022-09/15/2023)
 - PUSH
 - Removed & Disposed of vegetation, C&D, Hangers, Leaners, E-Waste, HHW, White Goods, Freon
 - Reduction by Compaction and Grinding
 - Monitored by Thompson**2017 Hurricane Irma** (9/19/2017 – 01/14/2018)
 - Removed & Disposed: vegetation, C&D, Mulch, leaner/hangers (68,195 trees)

- Reduce by grinding (13 sites)
- 2005 Hurricane Wilma (10/2005-12/2005)**
- Removed & Disposed: vegetation, C&D, stumps (114)
- Reduced by grinding
- Special Projects: Debris Removal, Division of Natural Resources, (05/06-06/06) removed waterway debris

2004 Hurricane Jeanne (8/2004-12/2004)

2004 Hurricane Charley

- Removed & Disposed: vegetation, C&D, stumps
- Reduced by grinding & burning

Contract Value:		CY Recovered & Reduced:
Ian	\$134,141,231	6,265,404
Irma	\$26,000,276	2,024,742
Wilma	\$7,995,412	451,948
Jeanne/Charley	\$14,000,000	902,555

3. Client: **Kissimmee, FL** Population: 71,104 / Osceola County

Address: 101 Church Street, Suite 301, Kissimmee, FL 34741

Contact: Mr. Ashley Willis, Assistant Director of Public Works, o: 407-518-2177, Ashley.willis@kissimmee.gov
Kerrith Fiddler, Public Works Director, o: 407-518-2164, c: 407-252-7823, kfiddler@kissimmee.org
George Allen, Public Works Operations Assistant Director, o: 407-518-2523, c: 407-621-0155, gallen@kissimmee.org

Project Title: **2022 Hurricane Ian (10/08/2022-1/19/2023)**

- Removed & Disposed of vegetation, C&D, Hangers
- Reduction by Compaction and Grinding
- Monitored by Thompson

2017 Hurricane Irma (9/24/2017-12/16/2017)

- Removed & disposed of vegetation, C&D, mulch
- Reduction by grinding (1 site)

Contract Value:		CY Recovered & Reduced:
Ian	\$362,740	18,588
Irma	\$515,524	48,906

4. Client: **City of Fort Myers, FL** POP: 79,943 / Lee County

Address: 2200 Second St, Fort Myers, FL 33901

Contact: Peter Bieniek, Dir. Of Public Works 239-321-8087 pbieniek@cityftmyers.com
Donna Lovejoy, Deputy Director, Public Works; o: 239-321-8100; email: dlovejoy@cityftmyers.com
Nicole Monahan, City Engineer, o: 239-321-7451; email: nmonahan@cityftmyers.com
Denise Finn, Procurement Manager, 239-321-7242 Office; 239-980-1488 Cell; dfinn@cityftmyers.com

Project Title: **2022 Hurricane Ian (10/08/2022-4/3/2023)**

- PUSH
- Removed & Disposed of vegetation, C&D, E-Waste, HHW, White Goods, Freon
- Reduction by Compaction and Grinding
- Monitored by Thompson

2017 Hurricane Irma (9/27/2017-12/05/2017)

- Removed & disposed of vegetation, C&D, mulch, leaners / hangers (3,134 trees)
- White goods (3), HHW (1,513 lbs)

2005 Hurricane Wilma (10/2005-12/2005)

- Emergency Push
- Removed & Disposed: vegetation, mulch, stumps
- Reduced by grinding

2004 Hurricane Charley (8/2004-11/2004)

- Removed & Disposed: mulch

Contract Value:	CY Recovered & Reduced:
Ian \$13,021,845	645,952
Irma \$3,757,645	331,967
Wilma \$794,838	41,717
Charley \$2,559,287	145,810

5. Client: **Village of Estero** POP: 33,048 / Lee County

Address: 9401 Corkscrew Palms Circle, Estero FL 33928

Contact: **Steve Sarkozy**, Village Manager, 239-221-5035, sarkozy@estero-fl.gov
David Willems, Public Works Director, Office 239-221-5035 willems@estero-fl.gov

Project Title: **2022 Hurricane Ian (09/30/2022-1/21/2023)**

- PUSH
- Removed & Disposed of vegetation, C&D, leaners, hangers, E-Waste, White Goods, Freon Removal
- Reduction by Compaction & Grinding
- Monitored by Rostan using Haul-Pass

2017 Hurricane Irma (9/22/2017-02/04/2018)

- Removed & Disposed: vegetation

Contract Value:	CY Recovered & Reduced:
Ian \$6,064,755	301,061
Irma \$30,998	1,595

6. Client: **St. Petersburg, FL** POP: 263,255 / Pinellas County

Address: 400 Dr MLK Street, St. Petersburg, FL and 1400 19th Street, St. Petersburg, FL 33713

Contact: **Barbara Stalbird**, 727-612-6399 Barbara.Stalbird@stpete.org
Michael Vineyard, Park Operational Manager 1400 19 St. North St. Petersburg, FL 33713 727-892-5233 michael.vineyard@stpete.org
Michael Jeffries, Director of Parks and Rec, 727-892-5863, michael.jeffries@stpete.org

Project Title: **2023 Hurricane Idalia (09/07/2023-09/26/2023)**

- Removed & disposed of vegetation
- ROW C&D Direct
- Monitored by Tetra Tech

2022 Hurricane Ian (10/11/2022-11/26/2022)

- Removed & disposed of vegetation
- Reduction by Grinding
- Monitored by Tetra Tech

2017 Hurricane Irma (9/16/2017-12/09/2017)

- Removed & disposed of vegetation and mulch, reduction by grinding (1 site)

<u>Contract Value:</u>		<u>CY Recovered & Reduced:</u>
Idalia	\$175,670	12,653
Ian	\$1,705,963	75,090
Irma	\$1,950,185	163,792

"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional. They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their projects and the close-out process was smooth and submitted promptly."

Cathie Lewis – Public Works Director, Town of Fort Myers Beach, FL



"Our City was devastated by Hurricane Michael on October 10, 2018, the largest disaster that the Florida Panhandle has endured in decades. With the quick activation by your company for debris hauling, the City of Parker was on the road to recovery in a matter of weeks. Your team was able to coach us through the cleanup with skill and patience as we navigated logistics and public relations hurdles."

Richard Musgrave – Mayor, City of Parker, FL

**OVER \$1.2 BILLION
IN DEBRIS REMOVAL
COMPLETED IN THE
LAST FIVE YEARS**

2023
\$316,287,263

2022
\$295,147,479

2021
\$161,476,405

2020
\$332,929,355

2019
\$191,314,713

"One of CrowderGulf's most important attributes is their adherence to FEMA protocol. They exhibited a thorough understanding of FEMA regulations and procedures, consistently following protocol. As a result, we encountered no issues with FEMA's reimbursement throughout our collaboration, which is a testament to the company's commitment to compliance and professionalism."

Nicholas E. Hunter – Mayor, City of Lake Charles, LA



Section 3 – Price Proposal

Pictured: 2018 Hurricane Michael Bay County, FL



City of Ocoee, FL

RFP #24-009 for Emergency-Disaster Debris Removal Term Contract

EXHIBIT "C" (page 1 of 2)
PROPOSAL FORM FOR RFP #24-009 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS REMOVAL TERM CONTRACT

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity*</u>	<u>Unit Price**</u>	<u>Total</u>
Phase I – collection, hauling to staging site, reduction				
Loading and Hauling Debris to a TDSR (Price to include MOT)	Cubic Yard	360	<u>\$9.00</u>	<u>\$3,240.00</u>
Reduction by Grinding at the TDSR	Cubic Yard	500	<u>\$3.00</u>	<u>\$1,500.00</u>
Reduction by Incineration at the TDSR	Cubic Yard	300	<u>\$2.00</u>	<u>\$600.00</u>
<u>Stumps</u>				
24" - 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	10	<u>\$230.00</u>	<u>\$2,300.00</u>
> 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	5	<u>\$360.00</u>	<u>\$1,800.00</u>
Sweeping Curb and Gutter	Hour	16	<u>\$75.00</u>	<u>\$1,200.00</u>
Vacuum Inlets	Hour	12	<u>\$215.00</u>	<u>\$2,580.00</u>
Removal of Hanging Limbs (> 2" @ break)	Each	100	<u>\$150.00</u>	<u>\$15,000.00</u>
<u>Tree Removal</u>				
Damaged or leaning Trees with less than fifty (50) percent of their root-ball exposed (Flush cut to ground level.)				
6" to <12" @ 4.5' measured above ground level	Each	10	<u>\$250.00</u>	<u>\$2,500.00</u>
12" to <18" @ 4.5' measured above ground level	Each	5	<u>\$350.00</u>	<u>\$1,750.00</u>
18" to 24" @ 4.5' measured above ground level	Each	5	<u>\$500.00</u>	<u>\$2,500.00</u>
>24" @ 4.5' measured above ground level	Each	5	<u>\$650.00</u>	<u>\$3,250.00</u>
Damaged or leaning Trees with greater than fifty (50) percent of their root-ball exposed. (Price includes tree and root-ball removal, and filling of the root-ball hole)				
6" to <12" @ 4.5' measured above ground level	Each	10	<u>\$350.00</u>	<u>\$3,500.00</u>

EXHIBIT "C" (page 2 of 2)

12" to <18" @ 4.5' measured above ground level	Each	5	<u>\$450.00</u>	<u>\$2,250.00</u>
18" to 24" @ 4.5' measured above ground level	Each	5	<u>\$600.00</u>	<u>\$3,000.00</u>
>24" @ 4.5' measured above ground level	Each	5	<u>\$800.00</u>	<u>\$4,000.00</u>
Loading and Hauling C&D Debris	Cubic Yard	270	<u>\$9.00</u>	<u>\$2,430.00</u>
White Goods and Hazardous Household Waste Disposal	Each	20	<u>\$40.00</u>	<u>\$800.00</u>
Freon Recovery	Unit	10	<u>\$35.00</u>	<u>\$350.00</u>

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	Cubic Yard	360	<u>\$4.00</u>	<u>\$1,440.00</u>
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Disposal/Tipping Fees will be reimbursed at actual cost; do not include in prices.

TOTAL PRICE \$55,990.00

* Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by Engineer.

** If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal.

Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Bid Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Proposer: CrowderGulf Joint Venture, Inc.

CrowderGulf Pricing Notes

- For line item 2 – reduction by Grinding at TDSR – CrowderGulf will honor this rate for C&D Compaction.
- For line item 8 – Removal of Hanging Limbs – Our rate is priced per limb.
- For line item 17 – Loading and hauling C&D Debris – our rate is for hauling to DMS.



Section 4 – Required Documents

Pictured: 2018 Hurricane Michael Bay County, FL



City of Ocoee, FL
RFP #24-009 for Emergency-Disaster Debris Removal Term Contract

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CrowderGulf Joint Venture, Inc.
5629 Commerce Blvd. East
Mobile, AL 36619

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Ocoee

BOND AMOUNT: \$ 25,000.00 Twenty Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Emergency-Disaster Debris Removal Term Contract
RFP #24-009

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **July, 2024**


(Witness)


(Witness) **Melissa Beckworth, Account Executive**

CrowderGulf Joint Venture, Inc.

(Principal)

(Seal)

By: 

(Title) **President +**

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title) **James C. Congelio, Attorney-in-Fact**

Surety Phone No. **813-498-1183**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **July**, 2024 .



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

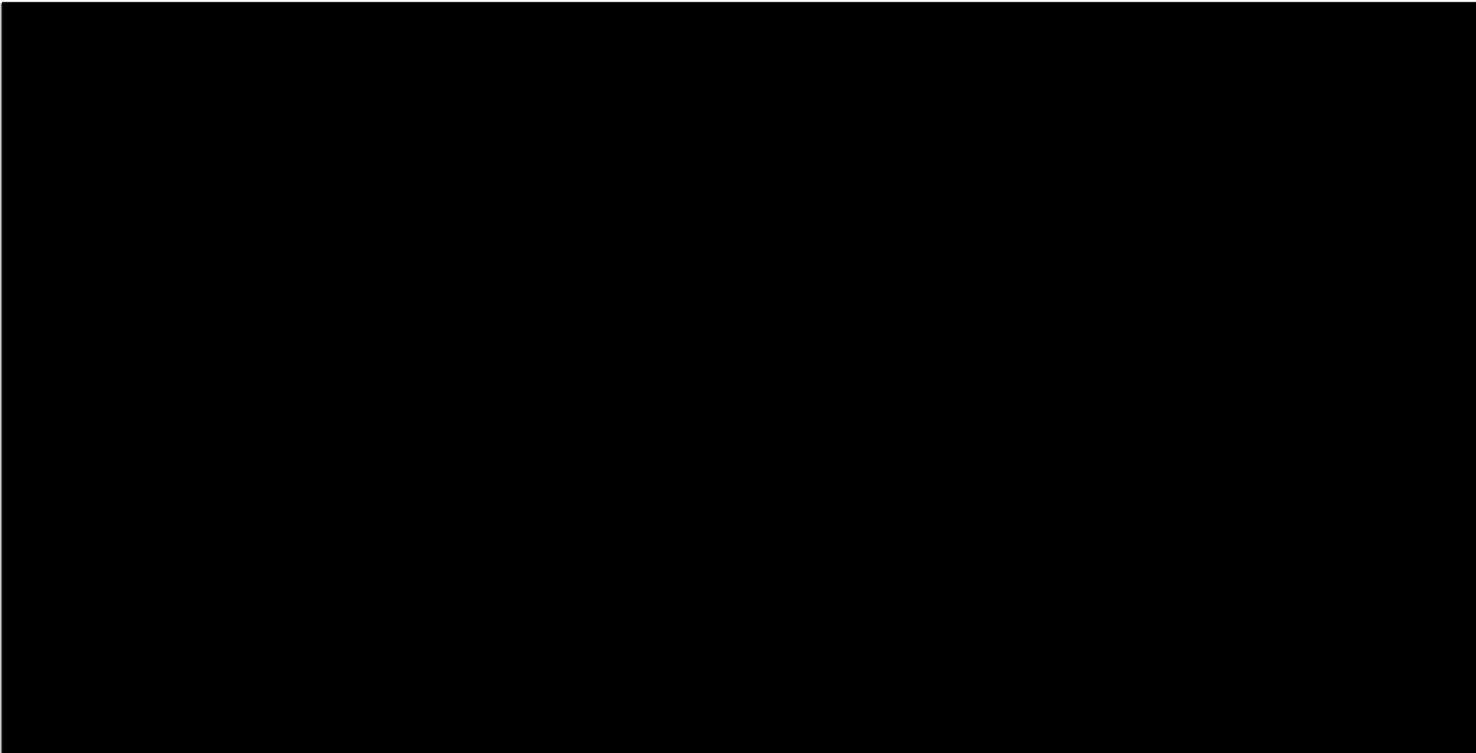


3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sspins.com

January 22, 2024



Sincerely,

Sterling Seacrest Pritchard

James C. Congelio

State of: Florida

County of: Hillsborough

The forgoing document was acknowledged before me
the 22nd day of January, 2024.

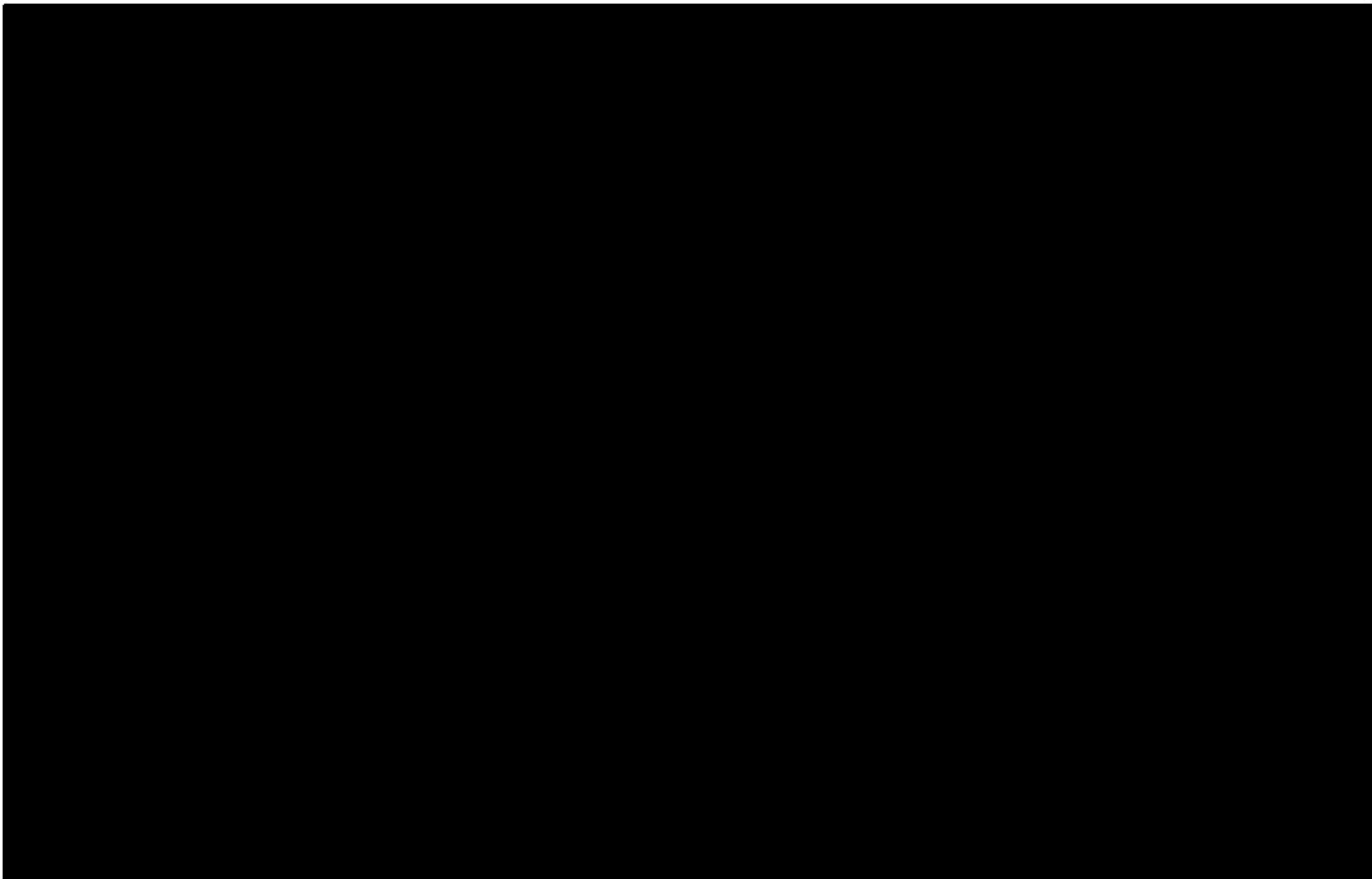
Melissa Beckworth, Notary Public

My Commission Expires: January 13, 2027





January 10, 2024



11 N. Water Street, 29th Floor RSA Tower, Mobile, Alabama 36602

Post Office Box 11007
Birmingham, Alabama 35288



RE: CrowderGulf LLC & CrowderGulf Joint Ventures, Inc.

To Whom It May Concern:

Pathway Insurance Group handles all insurance for CrowderGulf. The current coverages and limits carried by CrowderGulf are some of the highest in their industry and have been vetted by risk managers, municipalities, and other organizations throughout the country. We believe these limits are reasonable considering the scope of work performed by CrowderGulf. The insured also does an excellent job with its subcontractor program and vetting subcontracts and insurance limits maintained by their subcontractors. We are also in constant communication with the leadership at CrowderGulf regarding the state of the insurance marketplace and their activations.

However, in the event of an activation that warrants higher limit requirements, additional limits are readily available to CrowderGulf in the marketplace within 24-48 hours from our current insurance carriers as well as others in the market.

I have attached a sample of their current limits of coverage for your convenience. Please feel free to reach out to me regarding any questions related to the insurance for CrowderGulf.

Sincerely,

A handwritten signature in black ink, appearing to read "Robby Farmer", written over a horizontal line.

Robby Farmer
Vice President
Pathway Insurance Group LLC

753 Nichols Avenue | Fairhope, AL 36532 | www.pathwayinsgroup.com
PH – 251-279-6373



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com																					
INSURED CrowderGulf Joint Venture, Inc. 5629 Commerce Blvd. E. Mobile AL 36619	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Gray Insurance Company - Best Rating A-VIII</td><td>36307</td></tr><tr><td>INSURER B:</td><td>Westchester Surplus Lines Insurance</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Gray Insurance Company - Best Rating A-VIII	36307	INSURER B:	Westchester Surplus Lines Insurance		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	Westchester Surplus Lines Insurance																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2341910089**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			GXS-100169	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N		N / A	GWC-100174	07/01/2022	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End			G71538825002	07/01/2023	07/01/2025	Each Pollution Condition 5,000,000 General Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT "B1"
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, a _____ company, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida (hereinafter referred to as "Surety"), are held and firmly bound unto the **City of Ocoee, Florida**, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of Five Hundred Thousand Dollars (\$500,000.00), for the payment of which sum well and truly made, Principal and Surety bind themselves, and their successors and assigns, jointly and severally, in accordance with the terms set forth herein.

Recitals

WHEREAS, Principal has by written agreement dated _____ entered into a contract, with the Obligee titled **"RFP #24-009 Emergency-Disaster Debris Removal Services Term Contract"** (hereinafter referred to as the "Contract") for the purposes of establishing a contract granted by the Obligee and accepted by the Principal for the collection of emergency and/or disaster debris within the corporate limits of the City of Ocoee; and

WHEREAS, the Contract identifies certain performance obligations of the Principal for a term of three (3) years, which term may be automatically extended for an additional two (2) separate one (1) year terms, and additionally extended for an optional two (2) years; and

WHEREAS, the Surety acknowledges receipt of good and valuable consideration for the obligations it assumes hereunder.

NOW, THEREFORE, it is agreed that the above Recitals are acknowledged to be true and are incorporated herein by reference.

This Contract Performance Bond is being issued by the Surety to secure the performance obligations of the Principal under the Contract and any additional extensions thereof. If the Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, within the term of the Contract and all extensions thereof; and shall also well, truly and timely perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, caused by any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform its performance obligations under the Contract, then the obligations of this Contract Performance Bond shall be null and void; otherwise, this Contract Performance Bond shall remain in full force and effect and Surety shall be liable to Obligee under this Contract Performance Bond in accordance with its terms.

The Surety's obligations to the Obligee hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against

Principal, and shall remain in full force and effect notwithstanding (a) amendments or modifications to the Contract entered into by Obligor and Principal without the Surety's knowledge or consent; (b) waivers of compliance with or any default under the Contract granted by Obligor to Principal or by Principal to Obligor without the Surety's knowledge or consent; (c) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The United States Bankruptcy Code, as the same may be from time to time amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (d) any other action taken by Obligor or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder. Any changes in or under the Contract or noncompliance with any formalities connected with the Contract or changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes.

The Surety shall perform the obligations of the Principal under the Contract upon receipt of five (5) days written notice of the Principal's default. In the event that the Surety fails to fulfill its obligations under this Contract Performance Bond, then the Surety shall pay, indemnify and save the Obligor harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, caused directly or indirectly by the Principal's default(s) and the Surety's failure to fulfill its obligations hereunder. This Contract Performance Bond and its obligations shall survive the termination or cancellation of the Contract. The payment and indemnification obligations set forth in this paragraph shall be limited by the Penal Sum of this Contract Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

_____Principal

By: _____(SEAL)

_____ (Official Title)

_____Surety

By: _____(SEAL)

_____ (Official Title)

If Principal and Surety are corporations, the respective corporate seal should be affixed and attached. Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT "B2"
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto the City of Ocoee, Florida, (hereinafter called the "Obligee"), by bond number _____ in the sum of _____ Dollars and _____ Cents (\$ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____, 20__ to perform, as Contractor, in accordance with the Contract and Contract Documents for **"RFP #24-009 Emergency-Disaster Debris Removal Services Term Contract"**, which Contract and Contract Documents are hereby incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in said Contract, and that any such claimant may maintain an independent action upon this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein by reference and made a part of this payment bond including, but not limited to, the notice and time limitation provisions in subsection (2). Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION

EXHIBIT “D”

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil

Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and

administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks,

restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll

records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of

submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHd/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents

during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. *Apprentices and Trainees (programs of the U.S. DOT).*

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18U.S.C. 1001](#).

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term

if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable

Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or

false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement

with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be

required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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EXHIBIT "E"
**2 C.F.R. APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he

or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) [§ 200.323](#). Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure

replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) [§ 200.322](#). Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

CROSS REFERENCE INFORMATION FOR EXHIBIT "E" APPENDIX II TO PART 200

- A. Applies to this RFP/Contract.
- B. Applies to this RFP/Contract.
- C. See Exhibit "D" FHWA-1273.
- D. See Exhibit "D" FHWA-1273.
- E. See Exhibit "D" FHWA-1273.
- F. Does not apply to this RFP/Contract.
- G. See Exhibit "D" FHWA-1273.
- H. See Exhibit "D" FHWA-1273.
- I. See Exhibit "D" FHWA-1273.
- J. See [§ 200.323](#). Procurement of recovered materials.
- K. See [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment.
- L. See [§ 200.322](#). Domestic preferences for procurements.

END OF SECTION



EXHIBIT "F"

TERM CONTRACT FOR EMERGENCY-DISASTER DEBRIS REMOVAL RFP #24-009

THIS AGREEMENT is made this ____ day of, _____, 20____, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "City") and _____, a _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City solicited proposals to perform certain city-wide emergency debris removal work as set forth in RFP #24-009 and its Exhibits to include all federal requirements, a complete copy of which is attached hereto as **Exhibit "1"** and by this reference made a part hereof (the "RFP");

WHEREAS, the City has made an award to the Contractor to perform city wide emergency debris removal work pursuant to the RFP; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the prices and rates specified in the Contractor's response to the RFP, a copy of which is attached hereto as **Exhibit "2"** and by this reference made a part hereof (the "Proposal").

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate by reference the above recitals and agree as follows:

Recitals; Definitions. The above recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the RFP, unless otherwise indicated.

Scope of Work. Upon issuance of a Notice to Proceed by the City, the Contractor shall provide the services and materials as specified in the RFP (the "Work"). The Contractor shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work with a minimum of two (2) crews mobilized for this contract. In the event Contractor declines the work after the issuance of a Notice to Proceed by the City, Contractor shall provide the City with a formal declaration of work refusal.

Term of Agreement. This Agreement shall be for a period of three (3) years with two (2) separate automatic one (1) year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City exercises its sole option not to proceed with the renewal term. The City, at its sole discretion, may refuse to exercise the renewal options by providing written notice of same to Contractor not later than thirty (30) days before the expiration of a term. The City shall have the option of extending the term an additional two (2) years after completion of the renewal terms. The commencement date of this Agreement shall be the date this Agreement is executed by the City (the "Effective Date").

Compensation. Contractor agrees to perform the Work for the rates and prices specified in the Proposal. The amounts as specified in the Proposal may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if

applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Prices may be adjusted in subsequent years only pursuant to the RFP and this Agreement. Adjustments not otherwise provided for in the RFP and this Agreement will only be permitted solely at the discretion of the City.

Payment. Payments made by the City to the Contractor shall be deemed to fully compensate the Contractor for all labor, supervision, administration, material, fuel, mobilization, collection and disposal of debris, and equipment rental incurred, expended or performed by the Contractor. Invoices shall be submitted by the Contractor to the City at the end of each authorization or on a monthly basis. All invoices shall be payable in accordance with the procedures set forth in the RFP. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. **NOTE: ALL INVOICES MUST CLEARLY INDICATE: CITY AGREEMENT #RFP 24-009 EMERGENCY DEBRIS REMOVAL TERM CONTRACT.**

Contractors Officers and Employees.

Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the City and shall provide the name(s) of such person(s) and related contact information to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory employees must be available for consultation with City staff within a reasonable and practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which provides mobile communication for immediate contact with City staff.

Conduct of Employees: The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers, and other plants.

Employee Uniform Regulations: During working hours, the Contractor's collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

Driver's License: Each vehicle operator shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.

Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

Termination for Cause. If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor

is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

Termination for Convenience. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City; or refund to the City the amount paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

Time of Completion. Time is of the essence in the performance of this Agreement in accordance with the Notice to Proceed. All Work shall be performed regularly, diligently, and uninterrupted within the times and in accordance with the specified schedule provided by the City. The City shall provide Contractor with a reasonable extension of time for any delay caused by acts of God, fire, flood, hurricanes, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's control which prevent or hinder the performance of the Contractor.

Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to

the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section.

Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely correct the Work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the Work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 110% of such amount.

Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

Price Adjustments. The contract labor rates shall increase no more than 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

Performance of Agreement. The Contractor's performance of this Agreement shall be supervised by the Director of Public Works or his or her authorized representative (the "Director"). If at any time during the term of this Agreement, performance is considered unsatisfactory to the Director, the Contractor shall increase the work force, tools, and equipment as needed to properly perform this Agreement. The failure of the Director to give such

notification shall not relieve the Contractor of his obligation to perform the Work at the time and in the manner specified by this Agreement.

The Contractor shall furnish the Director with every reasonable opportunity for ascertaining whether or not the Work, as performed, is in accordance with the requirements of this Agreement.

The Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

Familiarity With The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Insurance and Performance and Payment Bonds. The Contractor, at all times during the term of this Agreement, shall meet the following requirements:

Maintain all insurance coverage required by the RFP or this Agreement.

Maintain any additional coverage required by the City.

Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.

File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless provision which shall be a part of the indemnification provided by the contractor.

"The Contractor hereby agrees to indemnify and hold harmless the City of Ocoee, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amounts of coverage in the RFP for each occurrence and for all damages to the

property of others in and up to the amounts of coverage in the RFP for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits arising out of any and all acts or omissions by the Contractor, its agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity contract shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City, its officers, agents, and employees, as determined by a court of competent jurisdiction. The foregoing shall not be construed as a limitation on the liability of the Contractor, but merely as a statement related to insurance coverage with respect to such indemnity. In addition:

The Contractor shall notify its insurance agent without delay of the existence of the indemnification provisions contained within this Agreement, and furnish a copy of this Agreement to the insurance agent and carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City under the indemnity contract from any and all claims arising out of contractual operations.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Contractor. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Contractor.

If the Contractor does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Contractor shall furnish the City with a performance and payment bond in the amount of \$500,000.00 within five (5) days of written Notice to Proceed issued by the City.

Miscellaneous Provisions.

The City and other authorizing agencies shall have the right to inspect the site, verify quantities and review operations at any time.

The Contractor shall not employ subcontractors without the advance written permission of the City.

Contractor shall not assign this Agreement without the advance written consent of the City.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours seven (7) days per week, including holidays.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

The Contractor shall at all times, keep the its work areas free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location and leave each location where it performs services in a broom clean condition.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. A party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.

The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be

accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

WAIVER OF JURY TRIAL Contractor hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

This Agreement, including **Exhibit "1"** and **Exhibit "2"** hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Compliance with Federal Law. In addition to compliance with the Required Contract Provisions for Federal-Aid Construction Contracts stated in the RFP, and the RFP Exhibits that include the contractor's required certifications and affidavits, and incorporated herein by reference, the Contractor shall coordinate with the City, the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) in the performance and administration of the federal requirements of this contract. Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, and FHWA regulations, as amended from time to time.

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

Accordingly, the services required in this RFP are being solicited in accordance with 2 C.F.R. Section 200.317-327. The Contractor also 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.

Order of Precedent. In the event of a conflict between the provisions of this Agreement along with the terms of the RFP and its Exhibits, and Federal Code, the more restrictive rule shall prevail.

Severability. If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, invalid for any reason, such part, section, subsection or other portion, or the prescribed applications thereof, shall be severable, and the remaining provisions

of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and the Contractor declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application.

Attorneys Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees, and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Notices. All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel, next day (delivery service). Notices, including notice of a change of address or telephone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761
Attention: Procurement Manager
Phone: (407) 905-3100

with a copy to:

Director of Public Works
City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761
Attention: Director of Public Works
Phone: (407) 905-3170

As to Contractor:

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Entire Agreement: This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Captions: Captions of the section and subsections of this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Public Records Compliance:

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccd1@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

E-Verify:

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla.

Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness Print Name:

Witness Print Name:

CONTRACTOR:

a _____ corporation

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

By: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED
AS TO FORM AND LEGALITY
this _____ day of _____, 20__.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON
_____, 20__ UNDER
AGENDA ITEM NO. _____

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

EXHIBIT “1”

**RFP #24-009 WITH RFP EXHIBITS
INCLUDING FEDERAL REQUIREMENTS**

(To be added at time of execution)

EXHIBIT “2”

CONTRACTOR’S PROPOSAL

(To be added at time of execution)

EXHIBIT "G"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: Crowder Gulf Joint Venture, Inc.

Signature: _____

By: Ashley Ramsay-Naile

(Print or Type Name)

Title: President

Date: 06/26/2024

EXHIBIT "H"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CrowderGulf Joint Venture, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of CrowderGulf Joint Venture, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Ashley Ramsay-Naile

Print Name: Ashley Ramsay-Naile

Date: 06/26/2024

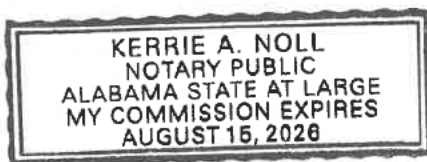
Alabama

STATE OF ~~FLORIDA~~

COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 06/26/2024 (date) by Ashley Ramsay-Naile (name of officer or agent, title of officer or agent) of CrowderGulf Joint Venture, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Kerrie A. Noll

Notary Public

Kerrie A. Noll

Name typed, printed or stamped

My Commission Expires: 08/15/2026



Company ID Number: 312220

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	CrowderGulf LLC / CrowderGulf Joint Venture, Inc.
Company Facility Address	5629 Commerce Blvd E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	010626019
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

EXHIBIT "I"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: CrowderGulf Joint Venture, Inc.

Unique Entity ID (UEI) number: TTNUYNSBDQU4

CAGE Code: 45ZE0

Physical Address: 5629 Commerce Blvd. E Mobile, AL 36619

Expiration date of Registration: 12/20/2024

Ashley Ramsay-Naile

< Entity Information

CROWDERGULF

Active Registration

Unique Entity ID
TTNUYNSBDQU4

Your registration was activated on 2023-12-25. It expires on 2024-12-20, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

 Validate Entity Completed	 Get Unique Entity ID Completed	 Core Data Completed	 Assertions Completed	 Reps & Certs Completed	 POCs Completed
 Submit Completed	 Processing Completed	 Active Completed			

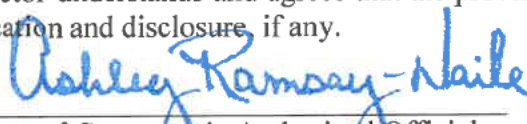
EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] CrowderGulf Joint Venture, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company] CrowderGulf Joint Venture, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Ashley Ramsay-Naile, President
Name and Title of Contractor's Authorized Official

EXHIBIT "K"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

CrowderGulf Joint Venture, Inc.

1. This sworn statement is submitted to City of Ocoee, Florida by _____ (Entity)

by Ashley Ramsay-Naile, President,
(Print individual's Name & Title)

whose business address is 5629 Commerce Blvd. E Mobile, AL 36619

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

X Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH the contract term. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ashley Ramsay-Naile
(Signature)

Date: 06/26/2024

CrowderGulf Joint Venture, Inc.

Name of Bidder (Contractor)

STATE OF Alabama

COUNTY OF Mobile

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Ashley Ramsay-Naile who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 26th day of

June, 2024

Notary Public

My Commission Expires:

08/15/2026

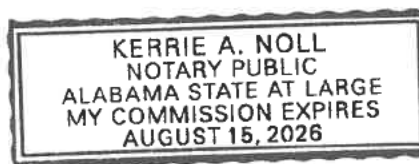


EXHIBIT "L"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have X I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have X I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date June 26th, 2024.

By: _____

(Signature of Authorized Official)

CrowderGulf Joint Venture, Inc.

(Name of Construction Contractor or Subcontractor)

5629 Commerce Blvd. E Mobile, AL 36619

(Address of Construction Contractor or Subcontractor)

800-992-6207

(Telephone Number)

312220

(Employer Identification No.)

EXHIBIT "M"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

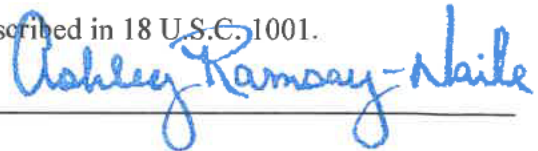
Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date June 26, 2024.

By:



Ashley Ramsay-Naile

President

(Title)

Official Address (including Zip Code):

5629 Commerce Blvd. E Mobile, AL 36619

EXHIBIT "N"
Certification Regarding Scrutinized Companies' Lists

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: Crowder Gulf Joint Venture, Inc.
By: Ashley Ramsay-Naile
(Authorized Signature)
Title: President
Date: 06/26/2024



EXHIBIT "O"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, or any FEMA, FHWA, FDOT employee, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

CrowderGulf Joint Venture, Inc.

Firm Name

Signature

Ashley Ramsay-Naile, President

Name and Title (Print or Type)

06/26/2024

Date

EXHIBIT "P"
RFP #24-009 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

CrowderGulf Joint Venture, Inc.

COMPANY NAME

800--992-6207

TELEPHONE (INCLUDE AREA CODE)

251-459-7433

FAX (INCLUDE AREA CODE)

jramsay@crowderygulf.com

E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

Ashley Ramsay-Naile, President

NAME/TITLE (print)

5629 Commerce Blvd. E

STREET ADDRESS

Mobile, AL 36619

CITY STATE ZIP

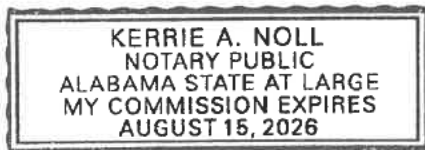
FEDERAL ID # 01-0626019

____ Individual; ☒ Corporation; ____ Partnership; ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26th day of June, 2024.

Personally Known ☒ _____ or
Produced Identification _____

(Type of Identification)



Notary Public - State of Alabama

County of Mobile


Signature of Notary Public

Kerrie A. Noll

Printed, typed or stamped
Commissioned name of Notary Public

State of Florida

Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 10, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2024*




Secretary of State

Tracking Number: 6948156440CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

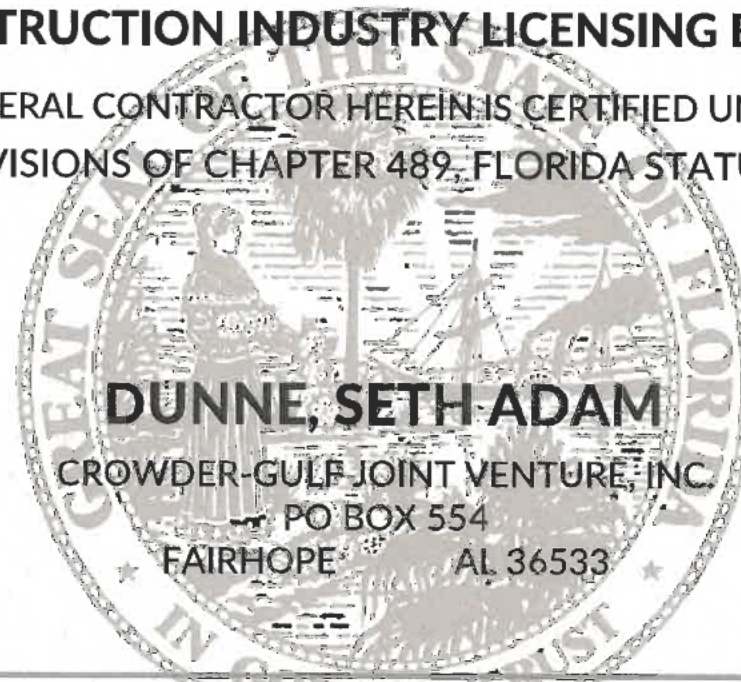
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



DUNNE, SETH ADAM

CROWDER-GULF JOINT VENTURE, INC.

PO BOX 554

FAIRHOPE

AL 36533

LICENSE NUMBER: CGC1532476

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 03, 2024

CROWDER-GULF JOINT VENTURE, INC.
5629 COMMERCE BLVD. E.
MOBILE, ALABAMA 36619

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 3, 2022

Kerrie A. Noll
Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. EastCrowder-Gulf Joint Venture
Mobile, AL 36619

Dear Ms. Noll,

Effective August 3, 2022, Crowder-Gulf Joint Venture, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2024.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels via email at Laurinda.Micheels@FloridaDEP.gov or phone at (850) 245-2781.

Sincerely,

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

EXHIBIT “Q”
PREVAILING WAGE RATES – ORANGE COUNTY, FL

"General Decision Number: FL20240180 01/05/2024

Superseded General Decision Number: FL20230180

State: Florida

Construction Type: Highway

County: Orange County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0915-004 12/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.59	42.5%+\$0.35

SUFL2013-041 08/19/2013		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.73 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.95 **	0.31
FENCE ERECTOR.....	\$ 10.23 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.45 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.28 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist).....	\$ 11.61 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05 **	0.00
LABORER: Common or General.....	\$ 10.95 **	0.00
LABORER: Flagger.....	\$ 13.09 **	0.00
LABORER: Grade Checker.....	\$ 15.25 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58 **	0.00
LABORER: Pipelayer.....	\$ 14.12 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.33	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91 **	0.00
OPERATOR: Bulldozer.....	\$ 15.22 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 23.11	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04 **	0.00
OPERATOR: Forklift.....	\$ 10.43 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.64 **	0.00
OPERATOR: Mechanic.....	\$ 18.05	0.00
OPERATOR: Milling Machine.....	\$ 14.79 **	0.00
OPERATOR: Oiler.....	\$ 16.67 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.91 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97 **	0.00
OPERATOR: Roller.....	\$ 13.50 **	0.00
OPERATOR: Scraper.....	\$ 12.21 **	0.00
OPERATOR: Screed.....	\$ 14.24 **	0.00
OPERATOR: Trencher.....	\$ 14.25 **	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 17.23	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.82 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.89 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.29 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

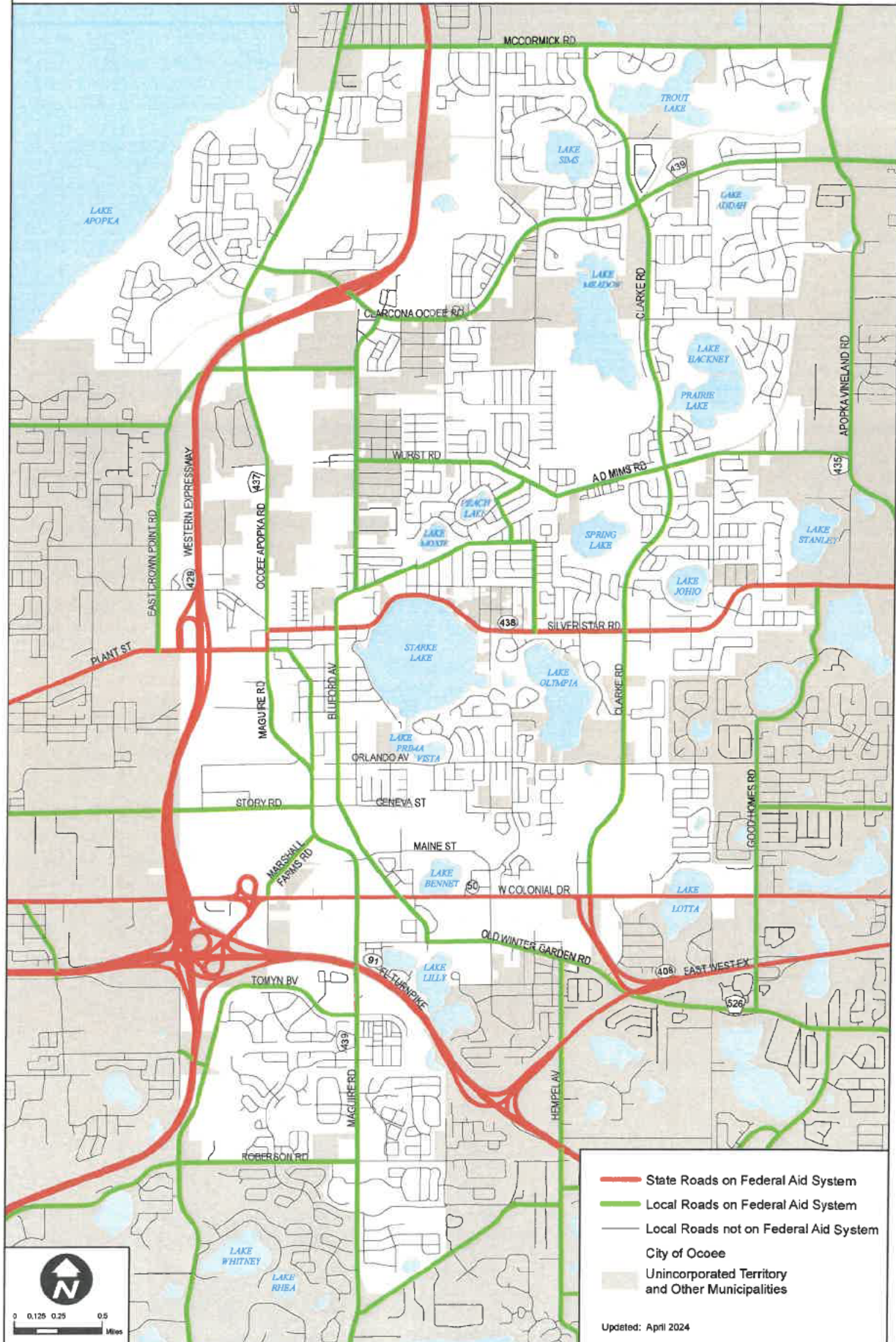
This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
 - A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
Equal Employment Officer: Mary G. White
Office #: 251-478-6848
Email: hr@crowdergulf.com
3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
6. All company facilities and activities shall be non-segregated.
7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Naile
President

EXHIBIT "R"
MAP – ROADWAYS ON THE FEDERAL AID SYSTEM

Roadways on the Federal Aid System



State of Florida

Woman & Minority Business Certification

LAST PASS INC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
November 14, 2022 to November 14, 2024



J. Todd Inman
Florida Department of Management Services



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Hauling Away, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: July 25, 2019

Expiration Date: July 31, 2024

WBENC National Certification Number: WBE1901646

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Authorized by Phala Mire, President Women's
Business Enterprise Council - South

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 562119
UNSPSC: 22100000, 22102000, 81112004



Great Lakes
Women's
Business
COUNCIL



WBENC METRO NY
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Hauling Away, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Sara Pratt

NAICS: 562119
UNSPSC: 22100000, 22102000, 81112004

Certification Number: WOSB191749

Renewal Date: July 31, 2024

WOSB Regulation Expiration Date: 7/31/2026



Phala Mire, Women's Business Enterprise
Council - South President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

July 1, 2024

**ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT**

This addendum shall modify and become a part of the original RFP Documents for RFP #24-009. This addendum consists of two (2) pages. Respondents should acknowledge receipt of this addendum in the space provided on Page 23 of the RFP. Failure to do so may subject the Respondent to disqualification. **The RFP date remains the same.**

Answers to questions received and/or amendments to the RFP documents are as follows:

Q1. Is the 50-page limit inclusive of the required forms, or do the required forms NOT count towards the page limit?

A1. Required forms are excluded from page count per page 25 of the RFP.

Q2. Can you please clarify what the required mobilization timeframe is?

A2. Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, Contractor(s) is required to contact the City regarding potential contract activation. Contractor(s) commits to being fully operational for the reduction and disposal of debris within seventy-two (72) hours of issuance of the Notice to Proceed. As part of the Contractor's mobilization effort, the Contractor(s) shall provide at a minimum: a shaded on-site break space, restroom, scissor lift, and a minimum of two (2) teams for debris removal, or as directed by the City.

Q3. Will the optional renewals that occur after the automatic renewals be exercised at the consent of both parties?

A3. Yes.

Q4. Will the payment for hazardous trees and limbs be for the cut only and placement of debris safely onto the ROW for collection?

A4. The payment for hazardous limb, stump, and tree removal includes cut and haul to the Disaster Debris Management Site (DDMS).

Olena Stokych

Olena Stokych

Purchasing Analyst

Cc: Steve Krüg, P.E., Public Works Director

Hseth Burch, MS, EI, CFM, Staff Engineer

Ashley Ramsay-Naile

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

July 1, 2024

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Olena Stokych

Olena Stokych

Purchasing Analyst

Cc: Steve Krüg, P.E., Public Works Director

Hsesh Burch, MS, EI, CFM, Staff Engineer

CITY OF OCOEE

**REQUEST FOR PROPOSALS
RFP #24-009**

**EMERGENCY-DISASTER DEBRIS REMOVAL
TERM CONTRACT**



June, 2024

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RFP #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL TERM CONTRACT

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LEGAL ADVERTISEMENT

Request for Proposals, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed proposals for **RFP #24-009 Emergency-Disaster Debris Removal Term Contract**. Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on July 9, 2024**. Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this RFP shall be in writing to Olena Stokych, Purchasing Analyst, Finance Department/Purchasing at ostokych@ocoe.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Bonfire by accessing the City's published solicitation page at <https://ocoe.bonfirehub.com>. For more information, visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform.

Melanie Sibbitt, City Clerk, Orlando Sentinel, June 9, 2024.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #24-009
EMERGENCY-DISASTER DEBRIS REMOVAL PRE-EVENT TERM CONTRACT

- A. The City of Ocoee, Florida (City), in conformance with Chapter 21, Purchasing Policy and procedures of the City, and the Federal Procurement Standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable, is soliciting sealed Proposals from qualified firms or individuals (Respondent, Firm, Bidder, Proposer). Each Proposer shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format shall be disqualified. Proposals must be typewritten or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Proposer is a corporation, the proposal should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. Prospective Respondents may secure a free copy of the documents required for submitting a Proposal through the Bonfire platform by accessing the City's published solicitation page <https://ocoe.bonfirehub.com>. For more information visit <https://www.ocoe.org/323/Purchasing>. Prospective Respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a Proposal will not be issued.
- C. The City ONLY accepts electronic solicitation responses online through the City's Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the Current Open Solicitations menu. All submissions for this RFP MUST be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a Response. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, Respondents will be able to submit a proposal securely, any time before the submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION"

under the solicitation. An instructional video is provided for an overview of the submission process. Once Respondent's proposal has been submitted, Respondent will receive a date/time stamp confirmation within the Bonfire platform and an email from Bonfire confirming the submission. Proposals submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their Proposal as the system will automatically lock responses upon the submission deadline. A virtual public RFP opening will be held on the date and time indicated in this RFP. Details on how to access the virtual RFP opening will be posted on Bonfire once available and will also be posted on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

- D. The City will receive questions regarding this RFP only through written inquiries directed to Olena Stokych, Purchasing Analyst through the RFP project file on the Bonfire Platform or by email at ostokych@ocoe.org. The deadline for receipt of questions is **June 26, 2024 at 2:00 p.m.**, local time. Questions received after that time may not be answered. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Analyst and posted on Bonfire. Proposers should not contact City staff, with the exception of the Purchasing Analyst, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- E. Respondents shall submit one (1) complete electronic copy of their Proposal on the Bonfire Platform. Proposals must be received by Bonfire no later than **2:00 p.m., local time, on July 9, 2024**. Any attempt to submit a proposal after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the Proposal **uploaded and submitted** on the Bonfire Platform prior to the due date and time.
- F. **File Uploads** – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
- G. **Pre-Proposal Conference:** None is scheduled at this time.

- H. Proposals will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Bonfire. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm(s) should be selected by the City Commission for negotiation of a term contract for emergency-disaster debris removal services. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.
- I. All Proposers shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal. The City's current Emergency-Disaster Debris Removal (RFP #18-002) term contracts with expiration date of September 4, 2024, and Emergency-Disaster Debris Monitoring Services (RFP #19-011) contracts are available on the City's website at <https://www.ocoe.org/323/Purchasing> and then selecting "Active Term Contracts" from the menu on the left. The list of the City's current term contracts is also available by selecting "Active Term Contract List" from the menu. Note: the term contracts Awarded and Executed for this RFP will supersede the current term contracts.
- J. **Submission of a proposal shall constitute an acknowledgment that the Proposer has complied with the instructions of this RFP.** The failure or neglect of a Proposer to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit proposals shall be the responsibility of the Proposer and the City shall make no reimbursement of any kind.**
- K. Any response by the City to a request for information or correction will be made in the form of a written addendum, which will be distributed via Bonfire. It shall be the responsibility of each Proposer to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. **In case any Proposer fails to acknowledge receipt of any such Addendum in the space provided in the RFP documents, its proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Proposers are cautioned that any other source by which a Proposer receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.
- L. Any of the following causes may be considered sufficient for the disqualification and rejection of a proposal:

- a) Submission of more than one (1) proposal for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
- b) Evidence of collusion between or among the Proposers;
- c) Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
- d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the services; or
- e) Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its proposal.

M. **FEDERAL GRANTS:** All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327.

In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

N. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

O. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

P. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency

subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccd1@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Proposer qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Proposer which, in the City's sole discretion, is the most responsive and responsible Proposer. The City reserves the right, as an aid in determining which proposal is

responsible, to require a Proposer to submit such additional evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals.

(Remainder of page left blank intentionally)

RFP #24-009 GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

- a) Each proposal must be accompanied by a Cashier's/Certified or Company Check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The check or Bid Bond is submitted as a guarantee that the Proposer, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents. Please note that checks will be deposited.
- b) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Proposer's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Proposer shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.
- c) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- d) The cost of the required Bid Bond and required insurance coverage is to be included in the Proposer's overhead and is not eligible for reimbursement as a separate cost by the City. The checks of the three (3) most favorable Proposers will be returned within three (3) days after the City and the successful Proposer have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check.

2. PERFORMANCE & PAYMENT BOND:

Provide a Letter of Intent from a qualified surety company indicating the Respondent's bonding capacity for this project (performance and payment bond) and the surety's willingness to issue such a bond that is in compliance with Florida Statute 255.05 in an amount in an amount equal to or greater than the amount of the original contract. The Contractor shall, without expense to the City, and within five (5) days of a written Notice to Proceed issued by the City for the commencement of any services (not at the time of contract signing), furnish a 100% Performance and Payment Bond on the form provided in this RFP as security for the timely performance and payment of its services. Said performance and payment bonds will be in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) and **shall be submitted on the attached form.** (See Exhibit B1 & B2.) All premiums for the performance and payment bonds shall be paid by the Contractor. The performance and

payment bonds shall be written by a surety company listed on the U.S. Treasury, Fiscal Service, Bureau of Governmental Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies" and approved by the City. NOTE: Only the successful Proposer who enters into a contract with the City is required to supply a performance and payment bond within five (5) days of a written Notice to Proceed issued by the City for the commencement of services under this contract.

3. PATENT INDEMNITY:

Except as otherwise provided, the successful Proposer agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. DEFAULT:

As a result of proposals received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. PRICING:

Pricing should be provided as indicated on the Proposal Form attached as Exhibit C, to include any alternate proposals. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Proposer and the City assumes no responsibility for such costs incurred by the Proposer.

The Proposal Form may not be completed in pencil. All entries on the Proposal Form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Proposer to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Proposer and be correctly computed. If there is an arithmetical conflict between the unit price stated by the Proposer on the Proposal Form and the total price stated by the Proposer on the Proposal Form, the unit price stated by the Proposer on the Proposal Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Proposer. The taking of such action by the City shall not constitute grounds for the Proposer to withdraw its proposal nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that may appear on the Proposal Form. However, the City reserves the right to reject Proposal Forms that are incomplete or contain information that is not required as being non-responsive.

- a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor;
- c) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- d) Proposer warrants the prices set forth herein do not exceed the prices charged by the Proposer under a contract with the State of Florida Purchasing Division; and
- e) Proposer agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the Proposer gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.

6. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA:

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Proposer according to the evaluation criteria listed in this RFP, to include a successful reference check.

9. LITERATURE:

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS:

All Bid Protests shall be submitted to the Purchasing Analyst in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Analyst at ostokych@ocoe.org with a copy to the Procurement Manager at jtoltbert@ocoe.org not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of

the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

- a) No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered. Also see Section 4.0 of the Scope of Services, Payment.
- b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.
- c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. SAFETY REQUIREMENTS:

The Proposer guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Human Resources Director, City of Ocoee), and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
- i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.

- k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. DRUG-FREE WORKPLACE:

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Include the attached form with your proposal.**

14. CONTRACT:

- a) Each successful Proposer, herein also referred to as Contractor, will be required to enter into a contract with the City along the terms and conditions included in this RFP, including the RFP Exhibits and Federal Requirements, for the initial period of three (3) years with two (2) separate automatic one (1) year renewal terms, the contract may be optionally renewed for an additional two (2) year period at the option of the City after the completion of the automatic renewal terms. See the attached contract terms.
- b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

- a) Proposer certifies that it does not and will not maintain or provide any segregated facilities for the Proposer's employees at any of the Proposer's establishments, and that Proposer does not permit Proposer's employees to perform their services at any location under the Proposer's control where segregated facilities are maintained. Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Proposer agrees that (except where Proposer has obtained identical certification from proposed contractors for specific time periods) Proposer will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Proposer will retain such certifications in Proposer's files. **Include the attached form with your proposal.**
- b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. STATEMENT OF AFFIRMATION AND INTENT:

- a) Proposer declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
- b) Proposer certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
- c) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing. **Proposer must submit the attached Conflict of Interest Statement.**
- d) Proposer further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.
- e) Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer. The proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

17. PUBLIC ENTITY CRIME STATEMENT:

- a) All invitations to proposal, as defined by Section 287.012(11), Florida Statutes, requests for proposals, as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of public building or public work, may not submit proposals on leases of real property to a public entity, may not

be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

- b) All Proposers that submit a Bid or Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes. **Include the attached form with your proposal.**

18. SCRUTINIZED COMPANIES:

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. **Respondent must submit the attached Certification Regarding Scrutinized Companies’ Lists Form.**

19. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

20. PERMITS/LICENSES/FEEES:

- a) Any permits, licenses or fees required will be the responsibility of the Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

21. SMALL, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:

Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists, (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources, (c) 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, (d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises, (e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce, and (f) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

22. E-VERIFY REGISTRATION AND USE:

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Complete the attached Contractor E-Verify Affidavit and submit with Proposal.

(Remainder of page left blank intentionally.)

23. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Ch. 440 of the Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
- b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
 - Include Waiver of Subrogation in favor of the City of Ocoee
- c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
 - 1) Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
 - 2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE

- \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
- 3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
- 4) Owner's Protective Liability Insurance: **N/A for Debris Removal Services**. As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
- 5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
- \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE
- 6) Commercial Umbrella:
- \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability
- 7) Builders Risk: N/A for Debris Removal Services
- \$100,000 Any (1) Location
 - \$1,000,000 Any (1) Occurrence
- 8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
- i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
 - ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JC FRAZE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		NAIC #
Contractor's Name Address	INSURER A: AN Best Rating A- or Better		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY)
X	GENERAL LIABILITY		
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		
	AUTOMOBILE LIABILITY		
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		
	GARAGE LIABILITY		
	☐ ANY AUTO EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Builders Risk		
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$ X WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Any 1 Loc 100,000 Any 1 Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER	CANCELLATION
City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

24. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Proposer in the past five (5) years that is related to the services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

25. ACKNOWLEDGMENT OF ADDENDA:

Proposer acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

26. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

(Attach additional sheets if necessary)

The Proposer certifies that the Proposer has investigated each subcontractor/temporary worker agency listed and has received and has in the Proposer's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

27. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

28. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

The Proposer shall complete the following blanks regarding experience with similar type of work. Proposer must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

Have you any similar work in progress at this time? Yes___ No ____.
Length of time in business _____ years _____ months.

Bank or other financial references:

(Attach additional sheets if necessary)

29. EXCEPTIONS:

List any exceptions you have to this scope of services or contract terms. (Note: exceptions will not be considered after award.) The City reserves the right to accept or reject any requested exceptions.

(Attach additional sheets if necessary)

30. SUBMITTALS:

The City of Ocoee requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Proposers should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

Proposals should be limited to a total of **fifty (50) 8.5"x 11" pages** (required forms are excluded from page count), single-sided, portrait orientation, 12-point font if possible. Any Proposal failing to conform to these specifications may be subject to rejection. **The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted Proposal and shall be understood to do so.** All expenses for providing a Proposal to the City in response to this RFP shall be borne by the Respondent.

In order to simplify the review process and obtain the maximum degree of comparison, the Proposer should provide the following content when responding to the RFP:

SECTION 1 – Company Information

- Firm's history, number of years in business, etc.
- List of all firm's supervisory employees, their qualifications, and their role for this contract.
- Verification that the firm will have a minimum of two (2) crews mobilized for this contract upon issuance of a Notice to Proceed.
- Firm and employee certifications and licenses with regulatory agencies, professional organizations, etc.
- Firm's sub-contractors, their qualifications, and their role in providing services.
- List and quantity of firm's (and firm's sub-contractors' if applicable) type and quantity of equipment to be used for this contract.

SECTION 2 – Company Experience/References

- List of firm's other current or recently completed similar services within the past three (3) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.

SECTION 3 – Price Proposal

- Exhibit C

SECTION 4 – All Forms Included in the RFP

- Conflict of Interest Disclosure Form.
- Company Information/Signature Sheet
- Bid Security.

- Surety Company Letter of Intent.
- Drug-Free Workplace Program Form.
- Contractor E-Verify Affidavit Form.
- SAM.gov Registration Information Form.
- Byrd Anti-Lobbying Amendment Certification Form.
- Public Entity Crimes Form.
- Certification of Nondiscriminatory Labor Practices Form.
- Certification of Non-Segregated Facilities Form.
- Certification Regarding Scrutinized Companies Form.
- Litigation Summary Statement, if none please so state.
- MBE or Small or Women's or Labor Surplus Area Firm Certification, if applicable. Include Copy of MBE Certification for the Respondent or any Subcontractors (partial points may be awarded for subcontractors assigned to this contract)
- All other forms listed on Table of Contents to be submitted with your proposal.

31. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFP	Request for qualifications published
17 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
45 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

32. EVALUATION CRITERIA:

The criteria for making an award recommendation are:

1. **Ability to rapidly mobilize and respond** (0 – 30 points)
2. **Resources (personnel, equipment, machinery, etc.)** (0 – 20 points)
3. **Previous similar experience, licensing, and references** (0 – 20 points)
4. **Price proposal** (0 – 20 points)
5. **Certified small or minority business, women's business enterprise, or labor surplus area firm** (0 – 10 points)

A City evaluation committee will evaluate each respondent's qualifications and will short-list and recommend to the City Commission at least two firms, if possible, in ranked order of qualifications, based upon the evaluation committee's evaluation of the proposals and any client references. All Respondents shall be notified via Bonfire or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The City Commission shall be the final authority in the award or rejection of any all responses.

The City reserves the right, before awarding the contract, to require a Proposer to submit such additional evidence of its qualifications, as the City may deem

necessary. The City shall be the sole judge of the competency of Proposers. All successful Proposers shall be required to execute an agreement with the City.

(Remainder of page left blank intentionally)

EXHIBIT “A”
SCOPE OF SERVICES
EMERGENCY-DISASTER DEBRIS REMOVAL

1.0 GENERAL

This pre-event contract is subject to the provisions of 2 C.F.R. Part 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal from the Federal-Aid Highway segments, State, local, and private roadways, and City maintained waterways within the City of Ocoee and in Orange County Florida ("City"). The Contractor shall provide all services described herein and any other services required to complete the removal of debris during and following emergencies. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads and waterways will be identified by the City and direction given to the Contractor for limits for which the Contractor will be responsible. The City reserves the right to add or delete roadway and waterway segments at the direction of the Engineer 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.

Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Natural Resource Conservation Services (NRCS), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Services (FWS), St Johns River Water Management District (SJRWMD), or other federal natural disaster response agencies shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate federal Agency. Contractor shall comply with FHWA and/or FEMA laws and regulations, including those now in effect and hereafter adopted. FHWA will only pay for debris due to an event “not declared a major disaster or emergency by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act”. Therefore, any time there is a Presidential Declaration within the State of Florida, all debris removal activities on federal-aid roads, City maintained waterways, first push/first pass or otherwise, will become potentially reimbursable by FEMA.

The City will request site specific price adjustments for activities described on the Proposal Form (Exhibit “C”) if work is required in areas of limited accessibility, including but not limited to, work in or along waterways, brown fields, restricted access, etc.

The City will not provide price adjustments for cost increases or decreases in the price of fuel. The Contractor is required to perform at least 30% of the work with its own forces.

The Florida Department of Transportation (FDOT) has published Specifications for Road and Bridge Construction and other applicable Design Indexes and Construction Standards, which are made part of this contract by reference and are applicable when proposing on and when performing work under this RFP.

Upon execution of this agreement, the contractor will supply to the city a letter, from a surety authorized to do business in the State of Florida, verifying the contractor is bondable in the State of Florida in an amount equal to or greater than the amount of the original contract. Within five (5) days after a written Notice to Proceed issued by the City for the commencement of any services pursuant to this Agreement, the Contractor will supply to the City and keep in force a \$500,000 performance and payment bond provided by a surety authorized to do business in the State of Florida, payable to the City, per Section 2 of the General Conditions.

The work will begin upon written authorization by the City. No guarantee of minimum or maximum amounts per proposal item is made by the City under this Contract. No adjustment to proposed prices will be considered due to increases or decreases in estimated quantities.

In the event that the natural disaster impacts another local government jurisdiction, the terms and conditions of this Agreement may apply to work in the affected jurisdiction, with the concurrence of both parties.

The City, at its sole discretion, may award contracts, at least two contracts, if possible, based on the proposals received and the potential demand for services related to natural disasters.

Any references to "Engineer" within this Agreement means the City Engineer, the City Public Works Director, their designees, or an employee of a firm retained by the City providing debris monitoring services.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Field Operations

The following listed services shall be performed by the Contractor in the presence of the City, debris monitoring personnel, or their designated representative:

- The Contractor shall provide equipment, labor, and materials necessary to perform "cut and toss," "first pass," and all subsequent passes directed by the Engineer. "Cut and toss" is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. "First Pass" is defined as removing all debris on the affected roadways from within the rights-of-way as directed and authorized by the City, FHWA, FEMA, and their authorized representatives. Cut and toss services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed. Every effort shall be made to push debris into areas where no utilities are present. The work associated with first pass and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative debris; collecting and disposing of hazardous materials; hauling materials to either a temporary debris staging and reduction site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or "waste to energy" facility.

- The Contractor shall provide equipment, labor, and materials necessary to perform debris removal from City maintained waterways. For navigable waterways, incident related debris shall be removed to a depth equal to or more shallow than two (2) feet below the low tide draft of the largest vessel that utilized the waterway prior to the incident. For non-navigable waterways, incident related debris removal will be limited to debris that, if left in place, will be an immediate threat. The work associated with incident related debris removal from City maintained waterways includes but not limited to: cutting fallen vegetative debris up; picking up and loading vegetative debris; collecting and disposing of hazardous materials; hauling materials to either a temporary debris staging and reduction site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or "waste to energy" facility. Any incident related debris that crosses from a property into the City maintained waterway, will be cut at the property or easement line, leaving the debris outside the City's maintenance jurisdiction to the property owner.
- The Contractor shall mobilize at least two (2) crews and begin operations upon written authorization, from the City's Public Works Director (or his authorized designee) for debris removal and disposal of all eligible debris. Once priorities are established by the City or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone.
- The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work.
- The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be made at no additional cost to the City.
- The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. When applicable, the Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Agreement. At a minimum, one flag person should be posted at each approach to the work area. The Contractor shall provide traffic control (day and/or night) using current FDOT Design Standards.
- The Contractor shall provide labor, equipment and materials necessary to remove all stumps authorized by the City, FHWA, and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines, and Federal Rules and Regulations, including the Robert T. Stafford Disaster Relief and Emergency

Assistance Act (44 C.F.R), and working with debris monitoring firm to document dimensions to include photos and measurements.

- The Contractor shall ensure all Contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- The Contractor shall coordinate with utility companies, as required, to permit safe removal of debris.
- The Contractor shall provide a means for the Debris Monitoring firm to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR's) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR. Provide a copy of the TDSR site Permit. Once site is closed, provide a closeout permit from FDEP.
- The Contractor shall provide a means for securing all TDSR's, throughout the life of the Agreement, to ensure no unauthorized or illegal dumping can occur at the site.
- The Contractor shall vacuum inlets and sweep curbs and gutter sections.
- The Contractor shall remove damaged or leaning trees and exposed roots that present a hazard. For trees that have less than fifty (50) percent of the root ball exposed, the debris shall be flush cut at ground level. For trees that have fifty (50) percent or more of the root-ball exposed, removal of the tree and root-ball, and filling of the root-ball hole shall be performed. Compensation will be per tree (each).
- The Contractor shall remove leaning trees that are not an immediate hazard only when directed by the City or its designated representative.
- The contractor shall remove stumps when directed by the City or its designated representative. Compensation will be by stump removal (each) and includes cost of extraction, transport, disposal, and filling in the root-ball hole.
- The Contractor shall remove hanging limbs that present a hazard. Compensation will be per limb (each).
- The Contractor shall fill any holes left by removed trees. The cost of borrow soil required for fill will be included in the cost of related proposal items. Sod replacement is not required.
- For trees, limbs, and stumps, the Contractor shall provide services and documentation according to and in compliance with FEMA publication 9580.204.
- Contractor shall be responsible for clearing, removing and transporting debris from public right-of-way (ROW). This work includes removing damaged

sidewalks and other improvements. Areas from which damaged sidewalks and other improvements are removed by the Contractor shall be brought back to grade. Damage to sidewalks will primarily occur due to falling trees as the tree root systems lift and displace the sidewalk. Therefore, the cost of sidewalk removal is part of several listed bid Items; e.g., Loading and Hauling Debris to a TDSR, Loading and Hauling C&D debris; and Loading and Hauling Reductions to a Final Disposal Site. The City expects concrete wastes to be segregated from other debris and hauled to a concrete recycling facility for final disposal.

- Contractor shall remove fallen trees that originate from within the ROW and those that extend onto the ROW from private property at the point where it enters the ROW, and that part of eligible debris that lies within the ROW as a result of tree trimming, tree topping, tree removal, stump grinding, grubbing, and other activities.
- Contractor shall provide all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment, and/or disposal of hazardous and industrial materials, including white goods, resulting from the event.
- Contractor shall clean and clear ROW drainage systems, including removal of sand, earth, and foreign materials from roads, streets, bridges, rights-of-way, canals, retention ponds, drain wells, pump stations, control structures, and associated drainage structures. This work may include screening sand and returning clean sand to beaches or other designated sites. “Sweeping Curb and Gutter, Vacuum Inlets, Loading and Hauling C&D Debris, and Loading and Hauling Reductions to a Final Disposal Site” are the most applicable bid items to include these costs.
- All areas throughout the city where debris removal is accomplished and there is damage due to the Contractor’s operations, the Contractor shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalk, curbs, or any other infrastructure shall be repaired or restored to the satisfaction of Engineer.

Buy America

The “Buy America” provisions in 23 U.S.C. 313 and FHWA implementing regulations (23 CFR Part 635.410) apply to all ER funded projects. These requirements prohibit the obligation of funds for a project unless all permanently incorporated steel and iron used in such projects are produced in the United States. This restriction applies to all contracts eligible for assistance under title 23, including the ER program, for a project within the scope of the NEPA review. Under certain circumstances a State may request, and FHWA may grant, a waiver from these requirements if the Secretary finds that the application of Buy America would be inconsistent with the public interest or that the required steel or iron products are not produced in the United States in sufficient quantities of a satisfactory quality. [23 U.S.C. 313(b) and 23 CFR 635.410(c)].

DHS Seal, Logo and Flags

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

Media Interaction

The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Public Works Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Public Works Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project.

Cadaver Recovery and Identification

Cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines will be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:

Each crew leader is responsible for watching the debris pile and identifying any potential human remains. The crew leader will immediately stop work in the area and notify law enforcement and the City's Debris Contract Manager immediately if they believe they have identified human remains. The crew will remain at the site until released by the authority having jurisdiction.

All crews are forbidden from discussing the location, status, composition, sex, and especially name of the deceased. Any individual found to be passing this information on about what they have seen will be *immediately* dismissed from the job. Proper next of kin notification procedures will be conducted by the responsible authority.

Equipment

- All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and capable of rapidly dumping its load without the assistance of other equipment. If rear-load trucks are used for hauling eligible storm debris, mechanical loading is waived in favor of manual labor.
- 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 are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Engineer. The Contractor will provide means to rapidly unload any trailer that does not have a means for dumping. All trailers must have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior.

walls. All equipment used to haul debris must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. No plastic snow/construction fencing will be used. All hauling equipment must be measured and marked for its load capacity. All equipment will be inspected by the Contractor prior to use. The Engineer will provide a form for this purpose.

- If not already marked with proper identification signs, trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs will be furnished by the Contractor and shall be pre-approved by the Engineer.
- Prior to commencing debris removal operations, the Contractor shall present to the Engineer all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer will be numbered and clearly display the load capacity for identification with a permanent marking. The Engineer may, at any time, request that the trucks be re-measured. The Contractor shall notify the Engineer each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. 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.
- Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the Engineer.
- At dumpsites with no restrooms, the Contractor shall provide a restroom when requested by the Engineer. Cost of a restroom shall be negotiated between the City and Contractor prior to work.

Staging/Reduction

In performing its work, the Contractor is to:

- Secure the necessary permits for the TDSR's for any non-City approved sites from the appropriate regulatory agencies, prepare and manage the TDSR's and, when operations are complete, return all TDSR's to their original condition to the satisfaction of the City and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure TDSR's have not been contaminated.
- Provide, operate, and maintain equipment for debris reduction.
- Maintain segregation of debris (vegetative vs non-vegetative).

- Reduce and dispose of any vegetative debris hauled by the City crews to the TDSR's.
- Recycle white goods and hazardous household waste in accordance with all federal, state, and local rules, regulations, and laws. White goods and hazardous household waste include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, TVs, computer monitors, refrigerators, freezers, window air conditioners, and water heaters or coolers.
- Remove and recover Freon from any white goods and hazardous household waste, such as refrigerators, freezers, or air conditioners, at the final disposal site in accordance with federal, state, and local rules, regulations, and laws.
- Directly haul construction and demolition debris to a licensed Florida Department of Environmental Protection (FDEP) and/or Environmental Protection Agency (EPA) disposal facility. Tipping fees shall be reimbursed at cost, no mark-up allowed. Phase I covers hauling to an intermediate site that the Contractor and the City establish to store and reduce the volume of debris prior to hauling it to a final disposal site. A contractor should not charge itself a disposal and tipping fee at its own facility, as such costs should be part of its bid price. However, if the Contractor and City elect to use a Temporary Debris Staging and Reduction Site owned by another entity and fees are charged by that entity for such use, then the disposal and tipping fee so charged would be reimbursed by the City.

Administration and Paperwork

- A Load Ticket meeting FEMA standards shall be used for each load of debris removed for disposal. Each ticket shall contain the following information:
 1. Ticket Number
 2. Contract Number
 3. Date
 4. Contractor Name
 5. Truck or Roll-off Number
 6. Truck Capacity
 7. Point of Debris Collection
 8. Loading Departure Time
 9. Dump Arrival Time
 10. Percent of Load
 11. Actual Debris Volume
 12. Debris Eligibility (Y/N)
 13. Indication as to which pass produced the debris (1st, 2nd, etc.)
- A minimum four-part load ticket will be issued by the Engineer prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the Engineer. The Engineer will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting the percentage, the Engineer will

calculate the actual cubic yardage of the load, to the nearest 0.10 yard. The Engineer will document his data on the load ticket. The Engineer will detach one copy of the load ticket and give that one copy to the vehicle operator. One copy is then given to the contractor, one copy is given to FEMA and the original is kept by the Engineer. The load tickets will be submitted with the daily report.

- The Director of Public Works may waive the foregoing procedures on a case-by-case basis if compliance is not practical in light of the emergency situation.
- The Contractor shall submit a report to the Engineer during each day of the term of the contract. Each report shall contain, at a minimum, the following information:
 1. Contractor's Name
 2. Contract Number
 3. Crew
 4. Location of work
 5. Day of Report
 6. Daily and cumulative totals of debris removed, by category
- Discrepancies between the daily report and the corresponding weigh tickets will be reconciled no later than the following day.
- The Contractor must include a certification disbursement of previous periodic payment to subcontractors (Form 700-010-38) and the amount paid to all subcontractors performing work under this Agreement to date with each invoice submitted for payment.
- The Contractor shall be responsible for the preparation of all invoices in a format acceptable to the City and in accordance with federal, state, and local rules, regulations, and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.

3.0 SERVICE TO BE PROVIDED BY CITY OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all Contractor operations.
- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local, and private roadways authorized by the City and FEMA. Prioritization of debris removal will be based on a "sector approach" (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or

corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the City's Engineer.

- Ensure no pickup of unauthorized debris by the Contractor and his subcontractors unless directed by the City.

Staging/Reduction

- Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- Ensure that all field crews are outfitted with required safety gear.

Administration and Paperwork

- Four-part debris tickets will be provided to properly document the work in accordance with FDOT, FHWA, and FEMA requirements.
- Spreadsheet format for invoices will be provided to properly document the work in accordance with FDOT, FHWA, and FEMA requirements.
- When applicable, the Engineer is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.

4.0 PAYMENT

- Payment, less applicable retainage, as described below, will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed, as required in Sections 1.0 and 2.0. Bid prices shall include all direct costs for performing the work, as well as all indirect costs including, but not limited to, administrative costs, all overheads and profits, except for travel to another jurisdiction.
- A lump sum retainage of \$10,000 per TDSR (staging area) will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the TDSR.
- If mutually agreed, the Contractor may be requested to work in another jurisdiction affected by the natural disaster. In that event, the Contractor will be paid for that work by that other jurisdiction in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.

- The proposal items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

(Remainder of page left blank intentionally)

EXHIBIT "B1"
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, a _____ company, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida (hereinafter referred to as "Surety"), are held and firmly bound unto the **City of Ocoee, Florida**, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of Five Hundred Thousand Dollars (\$500,000.00), for the payment of which sum well and truly made, Principal and Surety bind themselves, and their successors and assigns, jointly and severally, in accordance with the terms set forth herein.

Recitals

WHEREAS, Principal has by written agreement dated _____ entered into a contract, with the Obligee titled **"RFP #24-009 Emergency-Disaster Debris Removal Services Term Contract"** (hereinafter referred to as the "Contract") for the purposes of establishing a contract granted by the Obligee and accepted by the Principal for the collection of emergency and/or disaster debris within the corporate limits of the City of Ocoee; and

WHEREAS, the Contract identifies certain performance obligations of the Principal for a term of three (3) years, which term may be automatically extended for an additional two (2) separate one (1) year terms, and additionally extended for an optional two (2) years; and

WHEREAS, the Surety acknowledges receipt of good and valuable consideration for the obligations it assumes hereunder.

NOW, THEREFORE, it is agreed that the above Recitals are acknowledged to be true and are incorporated herein by reference.

This Contract Performance Bond is being issued by the Surety to secure the performance obligations of the Principal under the Contract and any additional extensions thereof. If the Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, within the term of the Contract and all extensions thereof; and shall also well, truly and timely perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, caused by any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform its performance obligations under the Contract, then the obligations of this Contract Performance Bond shall be null and void; otherwise, this Contract Performance Bond shall remain in full force and effect and Surety shall be liable to Obligee under this Contract Performance Bond in accordance with its terms.

The Surety's obligations to the Obligee hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against

Principal, and shall remain in full force and effect notwithstanding (a) amendments or modifications to the Contract entered into by Obligee and Principal without the Surety's knowledge or consent; (b) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (c) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The United States Bankruptcy Code, as the same may be from time to time amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (d) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder. Any changes in or under the Contract or noncompliance with any formalities connected with the Contract or changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes.

The Surety shall perform the obligations of the Principal under the Contract upon receipt of five (5) days written notice of the Principal's default. In the event that the Surety fails to fulfill its obligations under this Contract Performance Bond, then the Surety shall pay, indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, caused directly or indirectly by the Principal's default(s) and the Surety's failure to fulfill its obligations hereunder. This Contract Performance Bond and its obligations shall survive the termination or cancellation of the Contract. The payment and indemnification obligations set forth in this paragraph shall be limited by the Penal Sum of this Contract Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

_____Principal

By: _____(SEAL)

_____ (Official Title)

_____Surety

By: _____ (SEAL)

_____ (Official Title)

If Principal and Surety are corporations, the respective corporate seal should be affixed and attached. Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT "B2"
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.

KNOW ALL MEN BY THESE PRESENTS, THAT

(hereinafter called the "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida, (hereinafter called the "Obligee"), by bond number _____ in the sum of _____ Dollars and _____ Cents (\$ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____, 20__ to perform, as Contractor, in accordance with the Contract and Contract Documents for "**RFP #24-009 Emergency-Disaster Debris Removal Services Term Contract**", which Contract and Contract Documents are hereby incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in said Contract, and that any such claimant may maintain an independent action upon this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein by reference and made a part of this payment bond including, but not limited to, the notice and time limitation provisions in subsection (2). Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION

EXHIBIT "C" (page 1 of 2)
PROPOSAL FORM FOR RFP #24-009 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS REMOVAL TERM CONTRACT

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity*</u>	<u>Unit Price**</u>	<u>Total</u>
Phase I – collection, hauling to staging site, reduction				
Loading and Hauling Debris to a TDSR (Price to include MOT)	Cubic Yard	360	_____	_____
Reduction by Grinding at the TDSR	Cubic Yard	500	_____	_____
Reduction by Incineration at the TDSR	Cubic Yard	300	_____	_____
<u>Stumps</u>				
24" - 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	10	_____	_____
> 48" Diameter stump removal (Price includes extraction, transport, disposal, and filling of root-ball hole)	Each	5	_____	_____
Sweeping Curb and Gutter	Hour	16	_____	_____
Vacuum Inlets	Hour	12	_____	_____
Removal of Hanging Limbs (> 2" @ break)	Each	100	_____	_____
<u>Tree Removal</u>				
Damaged or leaning Trees with less than fifty (50) percent of their root-ball exposed (Flush cut to ground level.)				
6" to <12" @ 4.5' measured above ground level	Each	10	_____	_____
12" to <18" @ 4.5' measured above ground level	Each	5	_____	_____
18" to 24" @ 4.5' measured above ground level	Each	5	_____	_____
>24" @ 4.5' measured above ground level	Each	5	_____	_____
Damaged or leaning Trees with greater than fifty (50) percent of their root-ball exposed. (Price includes tree and root-ball removal, and filling of the root-ball hole)				
6" to <12" @ 4.5' measured above ground level	Each	10	_____	_____

EXHIBIT "C" (page 2 of 2)

12" to <18" @ 4.5' measured above ground level	Each	5	_____	_____
18" to 24" @ 4.5' measured above ground level	Each	5	_____	_____
>24" @ 4.5' measured above ground level	Each	5	_____	_____
Loading and Hauling C&D Debris	Cubic Yard	270	_____	_____
White Goods and Hazardous Household Waste Disposal	Each	20	_____	_____
Freon Recovery	Unit	10	_____	_____

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	Cubic Yard	360	_____	_____
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Disposal/Tipping Fees will be reimbursed at actual cost; do not include in prices.

TOTAL PRICE _____

* Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by Engineer.

** If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal.

Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Bid Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Proposer: _____

EXHIBIT “D”

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil

Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and

administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks,

restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll

records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of

submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents

during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term

if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable

Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or

false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement

with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be

required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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EXHIBIT “E”
2 C.F.R. APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he

or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) [§ 200.323](#). Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure

replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) [§ 200.322](#). Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

CROSS REFERENCE INFORMATION FOR EXHIBIT “E” APPENDIX II TO PART 200

- A. Applies to this RFP/Contract.
- B. Applies to this RFP/Contract.
- C. See Exhibit “D” FHWA-1273.
- D. See Exhibit “D” FHWA-1273.
- E. See Exhibit “D” FHWA-1273.
- F. Does not apply to this RFP/Contract.
- G. See Exhibit “D” FHWA-1273.
- H. See Exhibit “D” FHWA-1273.
- I. See Exhibit “D” FHWA-1273.
- J. See [§ 200.323](#). Procurement of recovered materials.
- K. See [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment.
- L. See [§ 200.322](#). Domestic preferences for procurements.

END OF SECTION

EXHIBIT "F"

TERM CONTRACT FOR EMERGENCY-DISASTER DEBRIS REMOVAL RFP #24-009

THIS AGREEMENT is made this ____ day of, _____, 20____, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "City") and _____, a _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City solicited proposals to perform certain city-wide emergency debris removal work as set forth in RFP #24-009 and its Exhibits to include all federal requirements, a complete copy of which is attached hereto as **Exhibit "1"** and by this reference made a part hereof (the "RFP");

WHEREAS, the City has made an award to the Contractor to perform city wide emergency debris removal work pursuant to the RFP; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the prices and rates specified in the Contractor's response to the RFP, a copy of which is attached hereto as **Exhibit "2"** and by this reference made a part hereof (the "Proposal").

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate by reference the above recitals and agree as follows:

Recitals; Definitions. The above recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the RFP, unless otherwise indicated.

Scope of Work. Upon issuance of a Notice to Proceed by the City, the Contractor shall provide the services and materials as specified in the RFP (the "Work"). The Contractor shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work with a minimum of two (2) crews mobilized for this contract. In the event Contractor declines the work after the issuance of a Notice to Proceed by the City, Contractor shall provide the City with a formal declaration of work refusal.

Term of Agreement. This Agreement shall be for a period of three (3) years with two (2) separate automatic one (1) year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City exercises its sole option not to proceed with the renewal term. The City, at its sole discretion, may refuse to exercise the renewal options by providing written notice of same to Contractor not later than thirty (30) days before the expiration of a term. The City shall have the option of extending the term an additional two (2) years after completion of the renewal terms. The commencement date of this Agreement shall be the date this Agreement is executed by the City (the "Effective Date").

Compensation. Contractor agrees to perform the Work for the rates and prices specified in the Proposal. The amounts as specified in the Proposal may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if

applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Prices may be adjusted in subsequent years only pursuant to the RFP and this Agreement. Adjustments not otherwise provided for in the RFP and this Agreement will only be permitted solely at the discretion of the City.

Payment. Payments made by the City to the Contractor shall be deemed to fully compensate the Contractor for all labor, supervision, administration, material, fuel, mobilization, collection and disposal of debris, and equipment rental incurred, expended or performed by the Contractor. Invoices shall be submitted by the Contractor to the City at the end of each authorization or on a monthly basis. All invoices shall be payable in accordance with the procedures set forth in the RFP. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. **NOTE: ALL INVOICES MUST CLEARLY INDICATE: CITY AGREEMENT #RFP 24-009 EMERGENCY DEBRIS REMOVAL TERM CONTRACT.**

Contractors Officers and Employees.

Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the City and shall provide the name(s) of such person(s) and related contact information to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory employees must be available for consultation with City staff within a reasonable and practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which provides mobile communication for immediate contact with City staff.

Conduct of Employees: The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers, and other plants.

Employee Uniform Regulations: During working hours, the Contractor's collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

Driver's License: Each vehicle operator shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.

Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

Termination for Cause. If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor

is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

Termination for Convenience. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City; or refund to the City the amount paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

Time of Completion. Time is of the essence in the performance of this Agreement in accordance with the Notice to Proceed. All Work shall be performed regularly, diligently, and uninterrupted within the times and in accordance with the specified schedule provided by the City. The City shall provide Contractor with a reasonable extension of time for any delay caused by acts of God, fire, flood, hurricanes, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's control which prevent or hinder the performance of the Contractor.

Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to

the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section.

Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely correct the Work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the Work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 110% of such amount.

Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

Price Adjustments. The contract labor rates shall increase no more than 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

Performance of Agreement. The Contractor's performance of this Agreement shall be supervised by the Director of Public Works or his or her authorized representative (the "Director"). If at any time during the term of this Agreement, performance is considered unsatisfactory to the Director, the Contractor shall increase the work force, tools, and equipment as needed to properly perform this Agreement. The failure of the Director to give such

notification shall not relieve the Contractor of his obligation to perform the Work at the time and in the manner specified by this Agreement.

The Contractor shall furnish the Director with every reasonable opportunity for ascertaining whether or not the Work, as performed, is in accordance with the requirements of this Agreement.

The Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

Familiarity With The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Insurance and Performance and Payment Bonds. The Contractor, at all times during the term of this Agreement, shall meet the following requirements:

Maintain all insurance coverage required by the RFP or this Agreement.

Maintain any additional coverage required by the City.

Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.

File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless provision which shall be a part of the indemnification provided by the contractor.

"The Contractor hereby agrees to indemnify and hold harmless the City of Ocoee, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amounts of coverage in the RFP for each occurrence and for all damages to the

property of others in and up to the amounts of coverage in the RFP for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits arising out of any and all acts or omissions by the Contractor, its agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity contract shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City, its officers, agents, and employees, as determined by a court of competent jurisdiction. The foregoing shall not be construed as a limitation on the liability of the Contractor, but merely as a statement related to insurance coverage with respect to such indemnity. In addition:

The Contractor shall notify its insurance agent without delay of the existence of the indemnification provisions contained within this Agreement, and furnish a copy of this Agreement to the insurance agent and carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City under the indemnity contract from any and all claims arising out of contractual operations.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Contractor. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Contractor.

If the Contractor does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Contractor shall furnish the City with a performance and payment bond in the amount of \$500,000.00 within five (5) days of written Notice to Proceed issued by the City.

Miscellaneous Provisions.

The City and other authorizing agencies shall have the right to inspect the site, verify quantities and review operations at any time.

The Contractor shall not employ subcontractors without the advance written permission of the City.

Contractor shall not assign this Agreement without the advance written consent of the City.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours seven (7) days per week, including holidays.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

The Contractor shall at all times, keep the its work areas free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location and leave each location where it performs services in a broom clean condition.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. A party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.

The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be

accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

WAIVER OF JURY TRIAL Contractor hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

This Agreement, including **Exhibit “1”** and **Exhibit “2”** hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Compliance with Federal Law. In addition to compliance with the Required Contract Provisions for Federal-Aid Construction Contracts stated in the RFP, and the RFP Exhibits that include the contractor’s required certifications and affidavits, and incorporated herein by reference, the Contractor shall coordinate with the City, the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) in the performance and administration of the federal requirements of this contract. Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, and FHWA regulations, as amended from time to time.

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

Accordingly, the services required in this RFP are being solicited in accordance with 2 C.F.R. Section 200.317-327. The Contractor also 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.

Order of Precedent. In the event of a conflict between the provisions of this Agreement along with the terms of the RFP and its Exhibits, and Federal Code, the more restrictive rule shall prevail.

Severability. If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, invalid for any reason, such part, section, subsection or other portion, or the prescribed applications thereof, shall be severable, and the remaining provisions

of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and the Contractor declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application.

Attorneys Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees, and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Notices. All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel, next day (delivery service). Notices, including notice of a change of address or telephone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761
Attention: Procurement Manager
Phone: (407) 905-3100

with a copy to:

Director of Public Works
City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761
Attention: Director of Public Works
Phone: (407) 905-3170

As to Contractor:

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Entire Agreement: This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Captions: Captions of the section and subsections of this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Public Records Compliance:

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccd1@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

E-Verify:

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla.

Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness Print Name:

Witness Print Name:

CONTRACTOR:

_____,
a _____ corporation

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

By: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED
AS TO FORM AND LEGALITY
this _____ day of _____, 20__.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON
_____, 20__ UNDER
AGENDA ITEM NO. _____

EXHIBIT “1”

**RFP #24-009 WITH RFP EXHIBITS
INCLUDING FEDERAL REQUIREMENTS
(To be added at time of execution)**

EXHIBIT “2”

CONTRACTOR’S PROPOSAL

(To be added at time of execution)

EXHIBIT “G”
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: _____

Signature: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

EXHIBIT "H"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name]
proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "I"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: _____

Unique Entity ID (UEI) number: _____

CAGE Code: _____

Physical Address: _____

Expiration date of Registration: _____

EXHIBIT “J”
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company]_____, certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, [Company]_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

EXHIBIT "K"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ocoee, Florida by _____(Entity)

by _____,
(Print individual's Name & Title)

whose business address is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

Name of Bidder (Contractor)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this _____ day of

_____, 20__.

Notary Public _____
My Commission Expires: _____

EXHIBIT "L"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a contract proposed by the City of Ocoee.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have _____ I have not _____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have _____ I have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date _____, 20____.

By: _____
(Signature of Authorized Official)

(Name of Construction Contractor or Subcontractor)

(Address of Construction Contractor or Subcontractor)

(Telephone Number)

(Employer Identification No.)

EXHIBIT "M"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20____. _____

By: _____

(Title)

Official Address (including Zip Code):

EXHIBIT “N”
Certification Regarding Scrutinized Companies’ Lists

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____



EXHIBIT "O"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, or any FEMA, FHWA, FDOT employee, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT "P"
RFP #24-009 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (print)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual; ____ Corporation; ____ Partnership; ____ Other (Specify) _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this
_____ day of _____, 20____.

Personally Known _____ or
Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT “Q”
PREVAILING WAGE RATES – ORANGE COUNTY, FL

General Decision Number: FL20240180 01/05/2024

Superseded General Decision Number: FL20230180

State: Florida

Construction Type: Highway

County: Orange County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0915-004 12/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.59	42.5%+\$0.35

SUFL2013-041 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.73 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.95 **	0.31
FENCE ERECTOR.....	\$ 10.23 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.45 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.28 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist).....	\$ 11.61 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05 **	0.00
LABORER: Common or General.....	\$ 10.95 **	0.00
LABORER: Flagger.....	\$ 13.09 **	0.00
LABORER: Grade Checker.....	\$ 15.25 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58 **	0.00
LABORER: Pipelayer.....	\$ 14.12 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.33	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91 **	0.00
OPERATOR: Bulldozer.....	\$ 15.22 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 23.11	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04 **	0.00
OPERATOR: Forklift.....	\$ 10.43 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.64 **	0.00
OPERATOR: Mechanic.....	\$ 18.05	0.00
OPERATOR: Milling Machine.....	\$ 14.79 **	0.00
OPERATOR: Oiler.....	\$ 16.67 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.91 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97 **	0.00
OPERATOR: Roller.....	\$ 13.50 **	0.00
OPERATOR: Scraper.....	\$ 12.21 **	0.00
OPERATOR: Screed.....	\$ 14.24 **	0.00
OPERATOR: Trencher.....	\$ 14.25 **	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 17.23	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.82 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.89 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.29 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

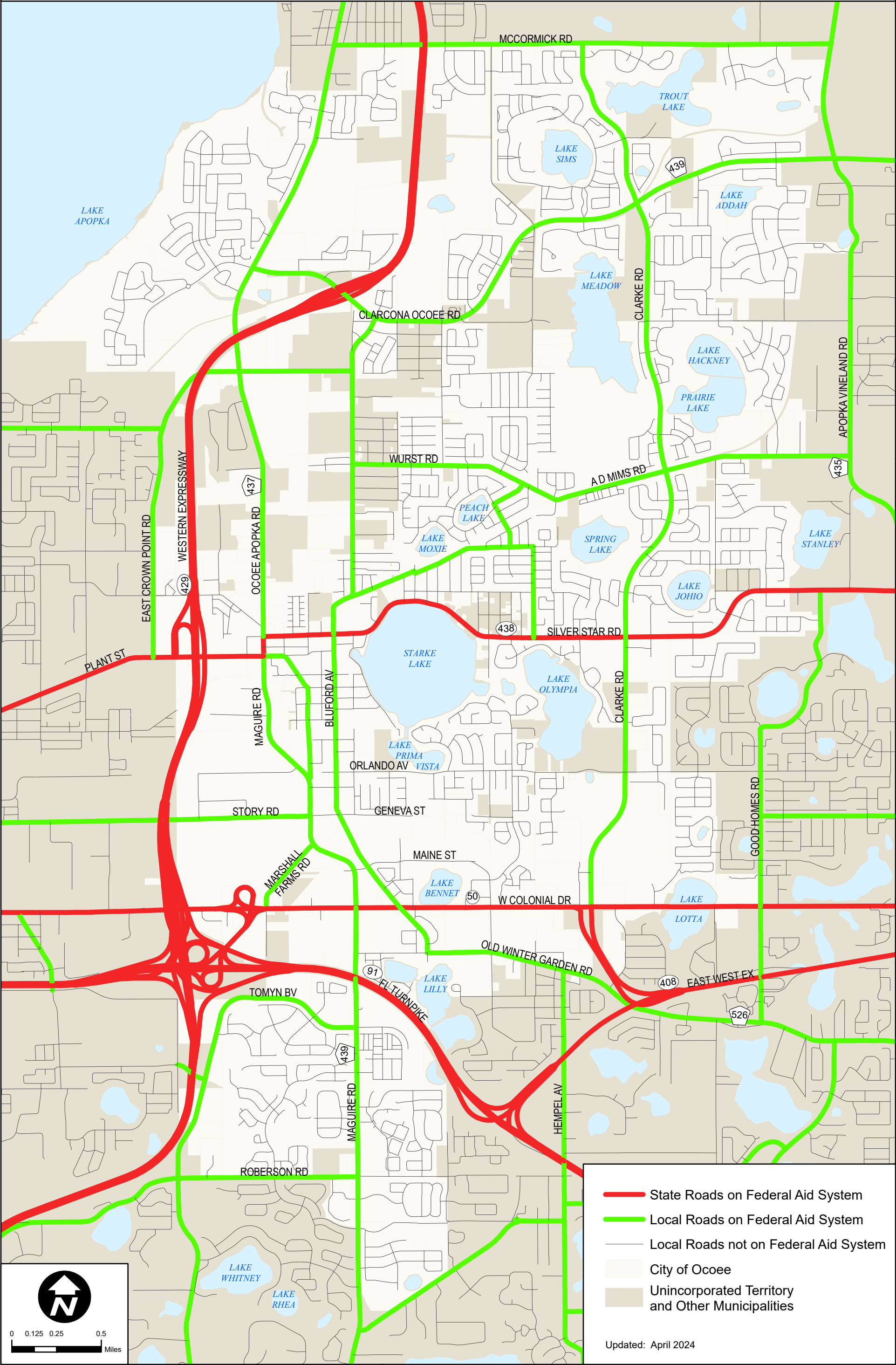
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT “R”
MAP – ROADWAYS ON THE FEDERAL AID SYSTEM

Roadways on the Federal Aid System





Meeting Date: August 6, 2024
Item #: 14

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval to Extend Existing Contract for Continuing Water Quality Professional Services. (Public Works Director Krug)

Background Summary:

The City entered into a contract with WSP, formerly Wood Environment & Infrastructure Solutions, Inc. (WOOD), in 2019 to meet 1) the annual stormwater monitoring and reporting requirements set forth in our National Pollution Discharge Elimination System (NPDES) permit and 2) the 4e Nutrient Reduction Plan established between the City, FDEP, and WSP for Starke Lake and Lake Prima Vista. The City and the County are co-permittees under the same NPDES Multiple Separate Storm Sewer Systems (MS4) permit, so the Public Works Department elected to utilize the same contractor as the County for continuity by piggybacking off of the County's contract with WSP; however, the current term of the County's contract (Y20-906C) has expired. Public Works is requesting Commission approval to extend the existing contract with WSP until such time as the new contract (Y23-905MB) is awarded, in order to provide continuity of monitoring of nine (9) lakes and four (4) major outfalls within the City. Public Works recommends approval of the extension as WSP continues to provide a proactive NPDES monitoring program.

Issue:

Should the Honorable Mayor and City Commissioners approve extending the existing contract for stormwater monitoring and reporting with WSP?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve to extend the existing stormwater monitoring and reporting contract with WSP, until such time as the new Orange County contract is executed, by which the City may then piggyback.

Attachments:

None

Financial Impacts:

The stormwater monitoring and reporting is adequately funded by the Public Works Stormwater Division.

Type of Item: Consent



Meeting Date: August 6, 2024
Item #: 15

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of the Certification of Non-Ad Valorem Assessment Roll for Stormwater Inclusion on the Orange County Tax Roll for FY 2024/2025. (Public Works Director Krug)

Background Summary:

The City Commission approved Resolution No. 2006-003 to provide for collection of stormwater fees through the annual Orange County tax roll. The agreement between City of Ocoee and Orange County Tax Collector requires the City to annually certify the non-ad valorem assessment roll by September 15th. The fiscal year 2023/2024 tax roll for Stormwater calculates revenue to be \$3,754,047.58. This is an increase of \$66,353.99 from the current year and is attributed to annexations, new homes and commercial development.

Issue:

Should the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Stormwater to be included on the Orange County Tax Roll for collection by the Tax Collector?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Stormwater to the Orange County Tax Collector.

Attachments:

1. 2024 Ocoee Non-Ad Valorem Assessments Summary Report
2. Certificate to Non-Ad Valorem Assessment Roll 2024

Financial Impacts:

Generates revenues of **\$3,754,047.58** for the Stormwater fund.

Type of Item: Consent



Comprehensive Appraisal Technology

2024 Special Taxing District Summary Report

07/18/2024 15:19:37

Page 1

District Code	District Description	Total Number of Parcels	Total Number of Units	Taxing Rate	Total District Charge
5300	OCOEE STORM	16,541	3,754,047.58	1.00	3,754,047.58
5310	OCOEE RES	14,483	14,524.00	298.24	4,331,637.76
5330	OCOEE FIRE RESC	15,878	2,425,012.90	1.00	2,425,012.90
5340	OCOEE CODE ENF	6	3,326.80	1.00	3,326.80
Totals		46,908	6,196,911.28		10,514,025.04



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of Ocoee, located in Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 6th day of August, 2024 year.

Chairman of the Board or authorized agent
of City of Ocoee
Name of local government
Orange County, Florida



Meeting Date: August 6, 2024
Item #: 16

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of the Certification of Non-Ad Valorem Assessment Roll for Solid Waste Inclusion on the Orange County Tax Roll for FY 2024/2025. (Public Works Director Krug)

Background Summary:

The City Commission approved Resolution No. 2006-002 to provide for collection of Solid Waste fees through the annual Orange County tax roll. The agreement between City of Ocoee and Orange County Tax Collector requires the City to annually certify the non-ad valorem assessment roll by September 15th. The fiscal year 2024/2025 tax roll for Solid Waste calculates revenue to be **\$4,331,637.76**. This is based upon the residential Solid Waste fee which has been increased per adopted Resolution No. 2023-05 from \$294.12 to 298.24 annually. This is an increase of \$107,486.32 from the current year and is attributed to the rate increase, annexations, and new homes.

Issue:

Should the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Solid Waste to be included on the Orange County Tax Roll for collection by the Tax Collector?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Solid Waste to the Orange County Tax Collector.

Attachments:

1. Non-Ad Valorem Assessments Summary Report
2. Certificate to Non-Ad Valorem Assessment Roll

Financial Impacts:

Generate revenues of \$4,331,637.76 for the Solid Waste fund.

Type of Item: Consent



Comprehensive Appraisal Technology

2024 Special Taxing District Summary Report

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District Code	District Description	Total Number of Parcels	Total Number of Units	Taxing Rate	Total District Charge
5300	OCOEE STORM	16,541	3,754,047.58	1.00	3,754,047.58
5310	OCOEE RES	14,483	14,524.00	298.24	4,331,637.76
5330	OCOEE FIRE RESC	15,878	2,425,012.90	1.00	2,425,012.90
5340	OCOEE CODE ENF	6	3,326.80	1.00	3,326.80
Totals		46,908	6,196,911.28		10,514,025.04



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of Ocee, located in Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 6th day of August, 2024 year.

Chairman of the Board or authorized agent
of City of Ocoee
Name of local government
Orange County, Florida



Meeting Date: August 6, 2024
Item #: 17

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for Land Development Code Amendment Implementing the Live Local Act. (Zoning Manager Whitfield)

Background Summary: First Reading of Ordinance was held on July 16, 2024.

On March 29, 2023, Senate Bill 102 (SB 102), known as the "Live Local Act" was signed into law. The primary purpose of the Bill is to increase the supply of affordable housing in the State of Florida. The 2023 Live Local Act required municipalities to allow multifamily and mixed-use residential development in any area zoned for "commercial, industrial, or mixed-use" if at least forty (40) percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, "affordable" as defined in s. 420.0004, Florida Statutes, and at least sixty-five (65) percent of the total square footage of any mixed-use project is used for residential purposes, and the project otherwise "meets all other development regulations and requirements" for multifamily development, which are currently established in Section 6-15, LDC. Among other things, the Live Local Act preempted local comprehensive plans and zoning code provisions with regard to maximum permitted height and density as well as minimum parking ratios.

On January 16, 2024, the City Commission approved Resolution No. 2024-02 relating to the City's pending legislation regarding "qualifying affordable housing projects" under this Live Local Act as an effort to provide public notice of the pending legislative doctrine and to direct staff to amend the Land Development Code to provide a procedure for administrative approvals of qualifying projects under the Live Local Act and to establish requirements for the filing of deed restrictions which require the provision of affordable housing for a minimum thirty (30) year period, requirements for annual certification of compliance and requirements for the equivalent treatment of all market rate and affordable dwelling units, and regulations for enforcement of the ordinance.

In accordance with Resolution 2024-02, the City moved forward with a proposed ordinance to update the Ocoee Land Development Code in order to articulate the requirements of the Live Local Act more clearly and to establish an administrative process for qualifying affordable housing projects, and a First Reading for the proposed ordinance was held on March 5, 2024.

However, prior to the ordinance advancing to the Second Reading/Adoption Hearing, the Legislature passed a Glitch Bill in 2024, Senate Bill 328 (SB 328), which was signed by the Governor on May 16, 2024, that modified the 2023 SB 102 Live Local Act. In summary, Senate Bill 328, among other things, clarifies preemptions regarding qualifying zoning districts, floor area ratio, building height, densities, parking reductions for qualifying projects near certain transportation facilities, and height entitlements when adjacent to certain single-family neighborhoods. In response to the Glitch Bill, modifications were made to the original ordinance that went to a First Reading on March 5, 2024, and such ordinance modifications resulted in the need for a

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second First Reading, titled "Amendment to the First Reading", on July 16, 2024.

A copy of Senate Bill 102 and Senate Bill 328 (Glitch Bill) are attached, and the language relative to the requirements of municipalities begins in Section 5 of SB 102 and Section 2 of SB 328, which amends various subsections of Section 166.04151, Florida Statutes. Key takeaways from the Live Local Act, as set forth in the proposed ordinance, are as follows:

- Affordable multifamily residential and mixed-use residential developments are allowed in any area zoned commercial (C-1, C-2, and C-3) and industrial (I-1 and I-2), without the need for a comprehensive plan amendment or a rezoning of the property to allow for residential use. For example, a 5-acre parcel with a Commercial Future Land Use designation or C-1 zoning classification can be developed as a multifamily (apartment) project so long as at least 40% of the units are affordable units or as a mixed-use development so long as at least 65% of the total square footage is dedicated to affordable housing units. The term "affordable", as defined in Section 420.0004(3), Florida Statutes, means that "monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount, which represents the percentage of the median adjusted gross annual income for 'extremely low-income', 'low-income', and 'moderate-income' households and 'very low-income' households not including students".
- The affordable housing project can have the highest density available in the City (i.e., the High-Density Residential FLU), highest floor area ratio, and highest building height of any building within one (1) mile (as measured by a human-accessible route, not as the crow flies) of the affordable housing project, except that maximum height may be limited to 150% of the tallest building on any property adjacent to the proposed development when such development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family development with at least 25 contiguous single-family homes. Maximum eligible building heights and floor area ratios do not include those granted to nearby developments by any bonus, variance, special exceptions, agreement to resolve a claim, or provided as an incentive for development or that are recognized as non-conforming or grandfathered.
- A qualifying affordable housing project, regardless of whether it is small-scale or large-scale, must be approved through an administrative review process with no further action by the City Commission required so long as it meets the Land Development Code requirements for multifamily developments. This means that even for a large-scale apartment or mixed-use complex, the City can not require a public hearing before the Planning and Zoning Commission or City Commission prior to approval, which means there is no opportunity for public comment at a hearing.
- The City must provide a twenty (20) percent parking reduction if the affordable housing development is within one-half (1/2) mile of, and is accessible by safe and pedestrian-friendly means, to a Major Transportation Hub or the project has available parking within 600 feet, such as on-street parking, parking lots, or parking garages for use by the residents of the proposed development.
- The City must consider a parking reduction if the affordable housing project is within one-quarter (1/4) mile or is accessible by a transit stop.

The attached ordinance incorporates the Legislative requirements of SB 102 as modified by SB 328. It details the proposed changes to Section 5-15 Specific Use/Development Standards to create a new Sub-Section 5-15D relative to Affordable Housing Projects. Proposed Sub-section 5-15D includes:

- New definitions,
- Statements of eligible zoning districts,
- Provisions regarding parking, residential density, non-residential floor area ratio, and building height,
- Provisions establishing a process for administrative approval of qualifying affordable housing projects,
- Requirements for the filing of deed restrictions and submittal of annual certifications attesting to compliance with the Live Local Act for thirty (30) years from issuance of a Certificate of Occupancy,
- Requirements for the equivalent treatment of all market rate and affordable housing units,
- Provisions for the City's enforcement of these new Code Sections, and

- Mechanisms to ensure and maintain compliance with Section 5-15D, LDC, over the 30-year period.

Therefore, pursuant to the pending legislation doctrine (or pending ordinance doctrine) set forth in Smith v. City of Clearwater, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the ordinance doctrine concerning the zoning and land development regulations governing real properties and proposed mixed-use and multifamily projects located within the City limits.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), as modified by Senate Bill 328 (2024), also known as the Live Local Act?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation

The Planning & Zoning Commission considered this item at its February 13, 2024, public hearing, and, following discussion about potential implications of this Legislation on properties in the City, made a recommendation of approval for the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023), also known as the Live Local Act.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Land Development Code relative to Qualifying Affordable Housing Projects under the requirements of Senate Bill 102 (2023) as modified by Senate Bill 328 (2024), also known as the Live Local Act.

Attachments:

1. SB 102 Live Local Act
2. Live Local Act Glitch Bill
3. Ordinance Implementing Live Local Act (POST-GLITCH BILL)
4. Advertisement

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

CHAPTER 2023-17

Committee Substitute for Senate Bill No. 102

An act relating to housing; providing a short title; amending s. 125.0103, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 125.01055, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, counties in approving certain housing developments; providing for future expiration; amending s. 125.379, F.S.; revising the date by which counties must prepare inventory lists of real property; requiring counties to make the inventory lists publicly available on their websites; authorizing counties to use certain properties for affordable housing through a long-term land lease; revising requirements for counties relating to inventory lists of certain property for affordable housing; providing that counties are encouraged to adopt best practices for surplus land programs; amending s. 166.04151, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, municipalities in approving applications for certain housing developments; providing for future expiration; amending s. 166.043, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 166.0451, F.S.; revising the date by which municipalities must prepare inventory lists of real property; requiring municipalities to make the inventory lists publicly available on their websites; authorizing municipalities to use certain properties for affordable housing through a long-term land lease; revising requirements for municipalities relating to inventory lists of certain property for affordable housing; providing that municipalities are encouraged to adopt best practices for surplus land programs; amending s. 196.1978, F.S.; providing an exemption from ad valorem taxation for land that meets certain criteria; providing applicability; providing for future repeal; defining terms; providing an ad valorem tax exemption for portions of property in a multifamily project if certain conditions are met; providing that vacant units may be eligible for the exemption under certain circumstances; specifying percentages of the exemption for qualified properties; specifying requirements for applying for the exemption with the property appraiser; specifying requirements for requesting certification from the Florida Housing Finance Corporation; specifying requirements for the corporation in reviewing requests, certifying property, and posting deadlines for applications; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; specifying requirements for a rental market study; authorizing the corporation to adopt rules; providing applicability; providing for future repeal; creating s. 196.1979, F.S.; authorizing local governments to adopt ordinances to provide an ad valorem tax exemption for portions of property

used to provide affordable housing meeting certain requirements; specifying requirements and limitations for the exemption; providing that vacant units may be eligible for the exemption under certain circumstances; specifying requirements for ordinances granting an exemption; specifying requirements for a rental market study; providing that ordinances must expire within a certain timeframe; requiring the property appraiser to take certain action in response to an improperly granted exemption; providing a penalty; providing applicability; amending s. 201.15, F.S.; suspending, for a specified period, the General Revenue Fund service charge on documentary stamp tax collections; providing for specified amounts of such collections to be credited to the State Housing Trust Fund for certain purposes; providing for certain amounts to be credited to the General Revenue Fund under certain circumstances; prohibiting the transfer of such funds to the General Revenue Fund in the General Appropriations Act; providing for the future expiration and reversion of specified statutory text; amending s. 212.08, F.S.; revising the total amount of community contribution tax credits which may be granted for certain projects; defining terms; providing a sales tax exemption for building materials used in the construction of affordable housing units; defining terms; specifying eligibility requirements; specifying requirements for applying for a sales tax refund with the Department of Revenue; specifying requirements for and limitations on refunds; providing requirements for the department in issuing refunds; authorizing the department to adopt rules; providing applicability; amending s. 213.053, F.S.; authorizing the department to make certain information available to the corporation to administer the Live Local Program; creating s. 215.212, F.S.; prohibiting the deduction of the General Revenue Fund service charge on documentary stamp tax proceeds; providing for future repeal; amending s. 215.22, F.S.; conforming a provision to changes made by the act; providing for the future expiration and reversion of specified statutory text; amending s. 220.02, F.S.; specifying the order of application of Live Local Program tax credits against the state corporate income tax; amending s. 220.13, F.S.; specifying requirements for the addition to adjusted federal income of amounts taken as a credit under the Live Local Program; amending s. 220.183, F.S.; conforming a provision to changes made by the act; amending s. 220.186, F.S.; providing applicability of Live Local Program tax credits to the Florida alternative minimum tax credit; creating s. 220.1878, F.S.; providing a credit against the state corporate income tax under the Live Local Program; specifying requirements and procedures for making eligible contributions and claiming the credit; amending s. 220.222, F.S.; requiring returns filed in connection with the Live Local Program tax credits to include the amount of certain credits; amending s. 253.034, F.S.; modifying requirements for the analysis included in land use plans; making technical changes; amending s. 253.0341, F.S.; requiring that local government requests for the state to surplus conservation or nonconservation lands for any means of transfer be expedited throughout the surplus process; amending s. 288.101, F.S.; authorizing the Governor, under the Florida Job Growth Grant Fund, to approve state or local public infrastructure projects to facilitate

the development or construction of affordable housing; providing for future repeal; amending s. 420.0003, F.S.; revising legislative intent for, and policies of, the state housing strategy; revising requirements for the implementation of the strategy; revising duties of the Shimberg Center for Housing Studies at the University of Florida; requiring the Office of Program Policy Analysis and Government Accountability to evaluate specified strategies, policies, and programs at specified intervals; specifying requirements for the office's analyses; authorizing rule amendments; amending s. 420.503, F.S.; revising the definition of the term "qualified contract" for purposes of the Florida Housing Finance Corporation Act; amending s. 420.504, F.S.; revising the composition of the corporation's board of directors; providing specifications for filling vacancies on the board of directors; amending s. 420.507, F.S.; specifying a requirement for the corporation's annual budget request to the Secretary of Economic Opportunity; providing for the future expiration and reversion of specified statutory text; amending s. 420.5087, F.S.; revising prioritization of funds for the State Apartment Incentive Loan Program; creating s. 420.50871, F.S.; specifying requirements for, and authorized actions by, the corporation in allocating certain increased revenues during specified fiscal years to finance certain housing projects; providing construction; providing for future repeal; providing a directive to the Division of Law Revision; creating s. 420.50872, F.S.; defining terms; creating the Live Local Program; specifying responsibilities of the corporation; specifying the annual tax credit cap; specifying requirements for applying for tax credits with the department; providing requirements for the carryforward of credits; specifying restrictions on, and requirements for, the conveyance, transfer, or assignment of credits; providing requirements and procedures for the rescindment of credits; specifying procedures for calculating underpayments and penalties; providing construction; authorizing the department and the corporation to develop a cooperative agreement; authorizing the department to adopt rules; requiring the department to annually notify certain taxpayers of certain information; creating s. 420.5096, F.S.; providing legislative findings; creating the Florida Hometown Hero Program for a specified purpose; authorizing the corporation to underwrite and make certain mortgage loans; specifying terms for such loans and requirements for borrowers; authorizing loans made under the program to be used for the purchase of certain manufactured homes; providing construction; amending s. 420.531, F.S.; authorizing the Florida Housing Corporation to contract with certain entities to provide technical assistance to local governments in establishing selection criteria for proposals to use certain property for affordable housing purposes; amending s. 420.6075, F.S.; making technical changes; amending s. 553.792, F.S.; requiring local governments to maintain on their websites a policy relating to the expedited processing of certain building permits and development orders; amending s. 624.509, F.S.; specifying the order of application of Live Local Program tax credits against the insurance premium tax; amending s. 624.5105, F.S.; conforming a provision to changes made by the act; creating s. 624.51058, F.S.; providing a credit against the insurance premium tax under the Live Local

Program; providing a requirement for making eligible contributions; providing construction; providing applicability; exempting a certain initiative from certain evacuation time constraints; specifying that certain comprehensive plan amendments are valid; authorizing certain local governments to adopt local ordinances or regulations for certain purposes; authorizing the department to adopt emergency rules; providing for future expiration of such rulemaking authority; providing appropriations; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the “Live Local Act.”

Section 2. Section 125.0103, Florida Statutes, is amended to read:

125.0103 Ordinances and rules imposing price controls; ~~findings required; procedures.—~~

(1)(a) Except as hereinafter provided, ~~a no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule ~~that which~~ has the effect of imposing price controls upon a lawful business activity ~~that which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county’s ordinance does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

(3) ~~Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

(4) ~~Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.~~

(5) A ~~No~~ municipality, county, or other entity of local government may ~~not~~ shall adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents unless:

(a) ~~Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

(b) ~~Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

(c) ~~Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

(6) ~~In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

~~(3)~~(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain

in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 3. Subsections (5) and (6) of section 125.01055, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

125.01055 Affordable housing.—

(5) Subsection ~~(4)~~ (2) does not apply in an area of critical state concern, as designated in s. 380.0552.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for residential, commercial, or industrial use. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087.~~ The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land

development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 4. Section 125.379, Florida Statutes, is amended to read:

125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and

maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.~~ Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available;
and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 5. Subsections (5) and (6) of section 166.04151, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

166.04151 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for residential, commercial, or industrial use. ~~If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable and the developer of the project agrees not to apply for or receive funding under s. 420.5087.~~ The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years,

affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 6. Section 166.043, Florida Statutes, is amended to read:

166.043 Ordinances and rules imposing price controls; ~~findings required; procedures.—~~

(1)(a) Except as hereinafter provided, ~~a no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. 125.0103 does ~~shall~~ not apply within such municipality.

~~(2) No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on~~

January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.

(5) A No municipality, county, or other entity of local government may not shall adopt or maintain in effect any law, ordinance, rule, or other measure that which would have the effect of imposing controls on rents unless:

(a) ~~Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

(b) ~~Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

(c) ~~Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

(6) ~~In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such

property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~ used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.~~ Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and

applied by property appraisers on an annual basis. The Legislature intends that any property owned by a limited liability company which is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii) be treated as owned by its sole member. If the sole member of the limited liability company that owns the property is also a limited liability company that is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii), the Legislature intends that the property be treated as owned by the sole member of the limited liability company that owns the limited liability company that owns the property. Units that are vacant and units that are occupied by natural persons or families whose income no longer meets the income limits of this subsection, but whose income met those income limits at the time they became tenants, shall be treated as portions of the affordable housing property exempt under this subsection if a recorded land use restriction agreement in favor of the Florida Housing Finance Corporation or any other governmental or quasi-governmental jurisdiction requires that all residential units within the property be used in a manner that qualifies for the exemption under this subsection and if the units are being offered for rent.

(b) Land that is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, and is leased for a minimum of 99 years for the purpose of, and is predominantly used for, providing housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004 is exempt from ad valorem taxation. For purposes of this paragraph, land is predominantly used for qualifying purposes if the square footage of the improvements on the land used to provide qualifying housing is greater than 50 percent of the square footage of all improvements on the land. This paragraph first applies to the 2024 tax roll and is repealed December 31, 2059.

(3)(a) As used in this subsection, the term:

1. “Corporation” means the Florida Housing Finance Corporation.
2. “Newly constructed” means an improvement to real property which was substantially completed within 5 years before the date of an applicant’s first submission of a request for certification or an application for an exemption pursuant to this section, whichever is earlier.
3. “Substantially completed” has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);

2. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (m), whichever is less.

(c) If a unit that in the previous year qualified for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. Qualified property used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

(e) To receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for certification and certify property that meets the eligibility criteria of this subsection. A determination by the corporation regarding a request for certification does not constitute final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for certification. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting

the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(l) Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(m) A rental market study submitted as required by paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 9. Section 196.1979, Florida Statutes, is created to read:

196.1979 County and municipal affordable housing property exemption.

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:

a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(c) The board of county commissioners of the county or the governing body of the municipality, as applicable, may choose to adopt an ordinance that exempts property used to provide affordable housing for natural persons or families meeting the income limits of sub-subparagraph (a)1.a., natural persons or families meeting the income limits of sub-subparagraph (a)1.b., or both.

(2) If a residential unit that in the previous year qualified for the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(a) Be adopted under the procedures for adoption of a nonemergency ordinance by a board of county commissioners specified in chapter 125 or by a municipal governing body specified in chapter 166.

(b) Designate the local entity under the supervision of the board of county commissioners or governing body of a municipality which must develop, receive, and review applications for certification and develop notices of determination of eligibility.

(c) Require the property owner to apply for certification by the local entity in order to receive the exemption. The application for certification must be on a form provided by the local entity designated pursuant to paragraph (b) and include all of the following:

1. The most recently completed rental market study meeting the requirements of subsection (4).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under subsection (2), the property owner must provide evidence of the published rent amount for the vacant unit.

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the exemption, it must notify the applicant and include reasons for the denial.

(e) Require the eligible unit to meet the eligibility criteria of paragraph (1)(a).

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than March 1.

(g) Specify that the exemption applies only to the taxes levied by the unit of government granting the exemption.

(h) Specify that the property may not receive an exemption authorized by this section after expiration or repeal of the ordinance.

(i) Identify the percentage of the assessed value which is exempted, subject to the percentage limitations in paragraph (1)(b).

(j) Identify whether the exemption applies to natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.a., natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.b., or both.

(k) Require that the deadline to submit an application for certification be published on the county's or municipality's website. The deadline must allow adequate time for a property owner to make a timely application for exemption to the property appraiser.

(l) Require the county or municipality to post on its website a list of certified properties for the purpose of facilitating access to affordable housing.

(4) A rental market study submitted as required by paragraph (3)(c) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser, as defined in s. 475.611, may issue a rental market study. The certified general appraiser must be independent of the property owner who requests a rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal.

(6) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this section was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(7) This section first applies to the 2024 tax roll.

Section 10. Section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the payment of service charges or costs of collection and enforcement under this section. ~~All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1).~~ Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs ~~and service charge~~ may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs ~~and service charge~~ are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter ~~and the service charge~~ shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(1) Amounts necessary to make payments on bonds issued pursuant to s. 215.618 or s. 215.619, as provided under paragraphs (3)(a) and (b), or on any other bonds authorized to be issued on a parity basis with such bonds shall be deposited into the Land Acquisition Trust Fund.

(2) If the amounts deposited pursuant to subsection (1) are less than 33 percent of all taxes collected after first deducting the costs of collection, an amount equal to 33 percent of all taxes collected after first deducting the costs of collection, minus the amounts deposited pursuant to subsection (1), shall be deposited into the Land Acquisition Trust Fund.

(3) Amounts on deposit in the Land Acquisition Trust Fund shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed \$300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

(b) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts due with respect to Everglades

restoration bonds issued pursuant to s. 215.619. Taxes distributed under paragraph (a) and this paragraph must be collectively distributed on a pro rata basis when the available moneys under this subsection are not sufficient to cover the amounts required under paragraph (a) and this paragraph.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), the lesser of 8 percent of the remainder or \$150 million in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund and shall be expended pursuant to s. 420.50871. If 8 percent of the remainder is greater than \$150 million in any fiscal year, the difference between 8 percent of the remainder and \$150 million shall be paid into the State Treasury to the credit of the General Revenue Fund, and deduction of the service charge imposed pursuant to s. 215.20(1). The remainder shall be distributed as follows:

(a) The lesser of 20.5453 percent of the remainder or \$466.75 million in each fiscal year shall be paid into the State Treasury to the credit of the State Transportation Trust Fund. Notwithstanding any other law, the amount credited to the State Transportation Trust Fund shall be used for:

1. Capital funding for the New Starts Transit Program, authorized by Title 49, U.S.C. s. 5309 and specified in s. 341.051, in the amount of 10 percent of the funds;

2. The Small County Outreach Program specified in s. 339.2818, in the amount of 10 percent of the funds;

3. The Strategic Intermodal System specified in ss. 339.61, 339.62, 339.63, and 339.64, in the amount of 75 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2.; and

4. The Transportation Regional Incentive Program specified in s. 339.2819, in the amount of 25 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2. The first \$60 million of the funds allocated pursuant to this subparagraph shall be allocated annually to the Florida Rail Enterprise for the purposes established in s. 341.303(5).

(b) The lesser of 0.1456 percent of the remainder or \$3.25 million in each fiscal year shall be paid into the State Treasury to the credit of the Grants and Donations Trust Fund in the Department of Economic Opportunity to fund technical assistance to local governments.

Moneys distributed pursuant to paragraphs (a) and (b) may not be pledged for debt service unless such pledge is approved by referendum of the voters.

(c) An amount equaling 4.5 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. The funds shall be used as follows:

1. Half of that amount shall be used for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Half of that amount shall be paid into the State Treasury to the credit of the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law.

(d) An amount equaling 5.20254 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. Of such funds:

1. Twelve and one-half percent of that amount shall be deposited into the State Housing Trust Fund and expended by the Department of Economic Opportunity and the Florida Housing Finance Corporation for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Eighty-seven and one-half percent of that amount shall be distributed to the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law. Funds from this category may also be used to provide for state and local services to assist the homeless.

(e) The lesser of 0.017 percent of the remainder or \$300,000 in each fiscal year shall be paid into the State Treasury to the credit of the General Inspection Trust Fund to be used to fund oyster management and restoration programs as provided in s. 379.362(3).

(f) A total of \$75 million shall be paid into the State Treasury to the credit of the State Economic Enhancement and Development Trust Fund within the Department of Economic Opportunity.

(g) An amount equaling 5.4175 percent of the remainder shall be paid into the Resilient Florida Trust Fund to be used for the purposes for which the Resilient Florida Trust Fund was created and exists by law. Funds may be used for planning and project grants.

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund wastewater grants as specified in s. 403.0673.

(5) Notwithstanding s. 215.32(2)(b)4.a., funds distributed to the State Housing Trust Fund and expended pursuant to s. 420.50871 and funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund pursuant to ~~paragraphs (4)(c) and (d)~~ paragraph (4)(e) may not be transferred to the General Revenue Fund in the General Appropriations Act.

(6) After the distributions provided in the preceding subsections, any remaining taxes shall be paid into the State Treasury to the credit of the General Revenue Fund.

Section 11. The amendments made by this act to s. 201.15, Florida Statutes, expire on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 12. Paragraph (p) of subsection (5) of section 212.08, Florida Statutes, is amended, and paragraph (v) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(5) EXEMPTIONS; ACCOUNT OF USE.—

(p) *Community contribution tax credit for donations.*—

1. Authorization.—Persons who are registered with the department under s. 212.18 to collect or remit sales or use tax and who make donations to eligible sponsors are eligible for tax credits against their state sales and use tax liabilities as provided in this paragraph:

a. The credit shall be computed as 50 percent of the person's approved annual community contribution.

b. The credit shall be granted as a refund against state sales and use taxes reported on returns and remitted in the 12 months preceding the date of application to the department for the credit as required in sub-subparagraph 3.c. If the annual credit is not fully used through such refund because of insufficient tax payments during the applicable 12-month period, the unused amount may be included in an application for a refund made pursuant to sub-subparagraph 3.c. in subsequent years against the total tax payments made for such year. Carryover credits may be applied for a 3-year period without regard to any time limitation that would otherwise apply under s. 215.26.

c. A person may not receive more than \$200,000 in annual tax credits for all approved community contributions made in any one year.

d. All proposals for the granting of the tax credit require the prior approval of the Department of Economic Opportunity.

e. The total amount of tax credits which may be granted for all programs approved under this paragraph and ss. 220.183 and 624.5105 is \$25 \$14.5

million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households and \$4.5 million in the ~~2022-2023~~ fiscal year and in each fiscal year thereafter for all other projects. As used in this paragraph, the term “person with special needs” has the same meaning as in s. 420.0004 and the terms “low-income person,” “low-income household,” “very-low-income person,” and “very-low-income household” have the same meanings as in s. 420.9071.

f. A person who is eligible to receive the credit provided in this paragraph, s. 220.183, or s. 624.5105 may receive the credit only under one section of the person’s choice.

2. Eligibility requirements.—

a. A community contribution by a person must be in the following form:

(I) Cash or other liquid assets;

(II) Real property, including 100 percent ownership of a real property holding company;

(III) Goods or inventory; or

(IV) Other physical resources identified by the Department of Economic Opportunity.

For purposes of this sub-subparagraph, the term “real property holding company” means a Florida entity, such as a Florida limited liability company, that is wholly owned by the person; is the sole owner of real property, as defined in s. 192.001(12), located in this ~~the~~ state; is disregarded as an entity for federal income tax purposes pursuant to 26 C.F.R. s. 301.7701-3(b)(1)(ii); and at the time of contribution to an eligible sponsor, has no material assets other than the real property and any other property that qualifies as a community contribution.

b. All community contributions must be reserved exclusively for use in a project. As used in this sub-subparagraph, the term “project” means activity undertaken by an eligible sponsor which is designed to construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households; designed to provide housing opportunities for persons with special needs; designed to provide commercial, industrial, or public resources and facilities; or designed to improve entrepreneurial and job-development opportunities for low-income persons. A project may be the investment necessary to increase access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, including projects that result in improvements to communications assets that are owned by a business. A project may include the provision of museum educational programs and materials that are directly related to a project approved

between January 1, 1996, and December 31, 1999, and located in an area which was in an enterprise zone designated pursuant to s. 290.0065 as of May 1, 2015. This paragraph does not preclude projects that propose to construct or rehabilitate housing for low-income households or very-low-income households on scattered sites or housing opportunities for persons with special needs. With respect to housing, contributions may be used to pay the following eligible special needs, low-income, and very-low-income housing-related activities:

(I) Project development impact and management fees for special needs, low-income, or very-low-income housing projects;

(II) Down payment and closing costs for persons with special needs, low-income persons, and very-low-income persons;

(III) Administrative costs, including housing counseling and marketing fees, not to exceed 10 percent of the community contribution, directly related to special needs, low-income, or very-low-income projects; and

(IV) Removal of liens recorded against residential property by municipal, county, or special district local governments if satisfaction of the lien is a necessary precedent to the transfer of the property to a low-income person or very-low-income person for the purpose of promoting home ownership. Contributions for lien removal must be received from a nonrelated third party.

c. The project must be undertaken by an “eligible sponsor,” which includes:

(I) A community action program;

(II) A nonprofit community-based development organization whose mission is the provision of housing for persons with special needs, low-income households, or very-low-income households or increasing entrepreneurial and job-development opportunities for low-income persons;

(III) A neighborhood housing services corporation;

(IV) A local housing authority created under chapter 421;

(V) A community redevelopment agency created under s. 163.356;

(VI) A historic preservation district agency or organization;

(VII) A local workforce development board;

(VIII) A direct-support organization as provided in s. 1009.983;

(IX) An enterprise zone development agency created under s. 290.0056;

(X) A community-based organization incorporated under chapter 617 which is recognized as educational, charitable, or scientific pursuant to s.

501(c)(3) of the Internal Revenue Code and whose bylaws and articles of incorporation include affordable housing, economic development, or community development as the primary mission of the corporation;

(XI) Units of local government;

(XII) Units of state government; or

(XIII) Any other agency that the Department of Economic Opportunity designates by rule.

A contributing person may not have a financial interest in the eligible sponsor.

d. The project must be located in an area which was in an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, or a Front Porch Florida Community, unless the project increases access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, but is physically located outside the designated rural zone boundaries. Any project designed to construct or rehabilitate housing for low-income households or very-low-income households or housing opportunities for persons with special needs is exempt from the area requirement of this sub-subparagraph.

e.(I) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications as follows:

(A) If tax credit applications submitted for approved projects of an eligible sponsor do not exceed \$200,000 in total, the credits shall be granted in full if the tax credit applications are approved.

(B) If tax credit applications submitted for approved projects of an eligible sponsor exceed \$200,000 in total, the amount of tax credits granted pursuant to sub-sub-sub-subparagraph (A) shall be subtracted from the amount of available tax credits, and the remaining credits shall be granted to each approved tax credit application on a pro rata basis.

(II) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing

opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and shall grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications on a pro rata basis.

3. Application requirements.—

a. An eligible sponsor seeking to participate in this program must submit a proposal to the Department of Economic Opportunity which sets forth the name of the sponsor, a description of the project, and the area in which the project is located, together with such supporting information as is prescribed by rule. The proposal must also contain a resolution from the local governmental unit in which the project is located certifying that the project is consistent with local plans and regulations.

b. A person seeking to participate in this program must submit an application for tax credit to the Department of Economic Opportunity which sets forth the name of the sponsor; a description of the project; and the type, value, and purpose of the contribution. The sponsor shall verify, in writing, the terms of the application and indicate its receipt of the contribution, and such verification must accompany the application for tax credit. The person must submit a separate tax credit application to the Department of Economic Opportunity for each individual contribution that it makes to each individual project.

c. A person who has received notification from the Department of Economic Opportunity that a tax credit has been approved must apply to the department to receive the refund. Application must be made on the form prescribed for claiming refunds of sales and use taxes and be accompanied by a copy of the notification. A person may submit only one application for refund to the department within a 12-month period.

4. Administration.—

a. The Department of Economic Opportunity may adopt rules necessary to administer this paragraph, including rules for the approval or disapproval of proposals by a person.

b. The decision of the Department of Economic Opportunity must be in writing, and, if approved, the notification shall state the maximum credit

allowable to the person. Upon approval, the Department of Economic Opportunity shall transmit a copy of the decision to the department.

c. The Department of Economic Opportunity shall periodically monitor all projects in a manner consistent with available resources to ensure that resources are used in accordance with this paragraph; however, each project must be reviewed at least once every 2 years.

d. The Department of Economic Opportunity shall, in consultation with the statewide and regional housing and financial intermediaries, market the availability of the community contribution tax credit program to community-based organizations.

(v) Building materials used in construction of affordable housing units.

1. As used in this paragraph, the term:

a. “Affordable housing development” means property that has units subject to an agreement with the Florida Housing Finance Corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

b. “Building materials” means tangible personal property that becomes a component part of eligible residential units in an affordable housing development. The term includes appliances and does not include plants, landscaping, fencing, and hardscaping.

c. “Eligible residential units” means newly constructed units within an affordable housing development which are restricted under the land use restriction agreement.

d. “Newly constructed” means improvements to real property which did not previously exist or the construction of a new improvement where an old improvement was removed. The term does not include the renovation, restoration, rehabilitation, modification, alteration, or expansion of buildings already located on the parcel on which the eligible residential unit is built.

e. “Real property” has the same meaning as provided in s. 192.001(12).

f. “Substantially completed” has the same meaning as in s. 192.042(1).

2. Building materials used in eligible residential units are exempt from the tax imposed by this chapter if an owner demonstrates to the satisfaction of the department that the requirements of this paragraph have been met. Except as provided in subparagraph 3., this exemption inures to the owner at the time an eligible residential unit is substantially completed, but only through a refund of previously paid taxes. To receive a refund pursuant to this paragraph, the owner of the eligible residential units must file an

application with the department. The application must include all of the following:

- a. The name and address of the person claiming the refund.
- b. An address and assessment roll parcel number of the real property that was improved for which a refund of previously paid taxes is being sought.
- c. A description of the eligible residential units for which a refund of previously paid taxes is being sought, including the number of such units.
- d. A copy of a valid building permit issued by the county or municipal building department for the eligible residential units.
- e. A sworn statement, under penalty of perjury, from the general contractor licensed in this state with whom the owner contracted to build the eligible residential units which specifies the building materials, the actual cost of the building materials, and the amount of sales tax paid in this state on the building materials, and which states that the improvement to the real property was newly constructed. If a general contractor was not used, the owner must make the sworn statement required by this sub-subparagraph. Copies of the invoices evidencing the actual cost of the building materials and the amount of sales tax paid on such building materials must be attached to the sworn statement provided by the general contractor or by the owner. If copies of such invoices are not attached, the cost of the building materials is deemed to be an amount equal to 40 percent of the increase in the final assessed value of the eligible residential units for ad valorem tax purposes less the most recent assessed value of land for the units.
- f. A certification by the local building code inspector that the eligible residential unit is substantially completed.
- g. A copy of the land use restriction agreement with the Florida Housing Finance Corporation for the eligible residential units.

3. The exemption under this paragraph inures to a municipality, county, other governmental unit or agency, or nonprofit community-based organization through a refund of previously paid taxes if the building materials are paid for from the funds of a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program. To receive a refund, a municipality, county, other governmental unit or agency, or nonprofit community-based organization must submit an application that includes the same information required under subparagraph 2. In addition, the applicant must include a sworn statement signed by the chief executive officer of the municipality, county, other governmental unit or agency, or nonprofit community-based organization seeking a refund which states that the building materials for which a refund is sought were

funded by a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program.

4. The person seeking a refund must submit an application for refund to the department within 6 months after the eligible residential unit is deemed to be substantially completed by the local building code inspector or by November 1 after the improved property is first subject to assessment.

5. Only one exemption through a refund of previously paid taxes may be claimed for any eligible residential unit. A refund may not be granted unless the amount to be refunded exceeds \$500. A refund may not exceed the lesser of \$5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials as determined pursuant to sub-subparagraph 2.e. The department shall issue a refund within 30 days after it formally approves a refund application.

6. The department may adopt rules governing the manner and format of refund applications and may establish guidelines as to the requisites for an affirmative showing of qualification for exemption under this paragraph.

7. This exemption under this paragraph applies to sales of building materials that occur on or after July 1, 2023.

Section 13. Subsection (24) is added to section 213.053, Florida Statutes, to read:

213.053 Confidentiality and information sharing.—

(24) The department may make available to the Florida Housing Finance Corporation, exclusively for official purposes, information for the purpose of administering the Live Local Program pursuant to s. 420.50872.

Section 14. Section 215.212, Florida Statutes, is created to read:

215.212 Service charge elimination.—

(1) Notwithstanding s. 215.20(1), the service charge provided in s. 215.20(1) may not be deducted from the proceeds of the taxes distributed under s. 201.15.

(2) This section is repealed July 1, 2033.

Section 15. Paragraph (i) of subsection (1) of section 215.22, Florida Statutes, is amended to read:

215.22 Certain income and certain trust funds exempt.—

(1) The following income of a revenue nature or the following trust funds shall be exempt from the appropriation required by s. 215.20(1):

(i) Bond proceeds or revenues dedicated for bond repayment, ~~except for the Documentary Stamp Clearing Trust Fund administered by the Department of Revenue.~~

Section 16. The amendment made by this act to s. 215.22, Florida Statutes, expires on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 17. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in s. 288.9916, those enumerated in s. 220.1899, those enumerated in s. 220.194, those enumerated in s. 220.196, those enumerated in s. 220.198, and those enumerated in s. 220.1915.

Section 18. Paragraph (a) of subsection (1) of section 220.13, Florida Statutes, is amended to read:

220.13 “Adjusted federal income” defined.—

(1) The term “adjusted federal income” means an amount equal to the taxpayer’s taxable income as defined in subsection (2), or such taxable income of more than one taxpayer as provided in s. 220.131, for the taxable year, adjusted as follows:

(a) *Additions.*—There shall be added to such taxable income:

1.a. The amount of any tax upon or measured by income, excluding taxes based on gross receipts or revenues, paid or accrued as a liability to the District of Columbia or any state of the United States which is deductible from gross income in the computation of taxable income for the taxable year.

b. Notwithstanding sub-subparagraph a., if a credit taken under s. 220.1875, s. 220.1876, ~~or s. 220.1877~~, or s. 220.1878 is added to taxable income in a previous taxable year under subparagraph 11. and is taken as a deduction for federal tax purposes in the current taxable year, the amount of

the deduction allowed shall not be added to taxable income in the current year. The exception in this sub-subparagraph is intended to ensure that the credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added in the applicable taxable year and does not result in a duplicate addition in a subsequent year.

2. The amount of interest which is excluded from taxable income under s. 103(a) of the Internal Revenue Code or any other federal law, less the associated expenses disallowed in the computation of taxable income under s. 265 of the Internal Revenue Code or any other law, excluding 60 percent of any amounts included in alternative minimum taxable income, as defined in s. 55(b)(2) of the Internal Revenue Code, if the taxpayer pays tax under s. 220.11(3).

3. In the case of a regulated investment company or real estate investment trust, an amount equal to the excess of the net long-term capital gain for the taxable year over the amount of the capital gain dividends attributable to the taxable year.

4. That portion of the wages or salaries paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.181. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

5. That portion of the ad valorem school taxes paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.182. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

6. The amount taken as a credit under s. 220.195 which is deductible from gross income in the computation of taxable income for the taxable year.

7. That portion of assessments to fund a guaranty association incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year.

8. In the case of a nonprofit corporation which holds a pari-mutuel permit and which is exempt from federal income tax as a farmers' cooperative, an amount equal to the excess of the gross income attributable to the pari-mutuel operations over the attributable expenses for the taxable year.

9. The amount taken as a credit for the taxable year under s. 220.1895.

10. Up to nine percent of the eligible basis of any designated project which is equal to the credit allowable for the taxable year under s. 220.185.

11. Any amount taken as a credit for the taxable year under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against

the tax. This addition is not intended to result in adding the same expense back to income more than once.

12. The amount taken as a credit for the taxable year under s. 220.193.

13. Any portion of a qualified investment, as defined in s. 288.9913, which is claimed as a deduction by the taxpayer and taken as a credit against income tax pursuant to s. 288.9916.

14. The costs to acquire a tax credit pursuant to s. 288.1254(5) that are deducted from or otherwise reduce federal taxable income for the taxable year.

15. The amount taken as a credit for the taxable year pursuant to s. 220.194.

16. The amount taken as a credit for the taxable year under s. 220.196. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against the tax. The addition is not intended to result in adding the same expense back to income more than once.

17. The amount taken as a credit for the taxable year pursuant to s. 220.198.

18. The amount taken as a credit for the taxable year pursuant to s. 220.1915.

Section 19. Paragraph (c) of subsection (1) of section 220.183, Florida Statutes, is amended to read:

220.183 Community contribution tax credit.—

(1) AUTHORIZATION TO GRANT COMMUNITY CONTRIBUTION TAX CREDITS; LIMITATIONS ON INDIVIDUAL CREDITS AND PROGRAM SPENDING.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 624.5105 is ~~\$25~~ \$14.5 million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 and homeownership opportunities for low-income households or very-low-income households as defined in s. 420.9071 and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 20. Subsection (2) of section 220.186, Florida Statutes, is amended to read:

220.186 Credit for Florida alternative minimum tax.—

(2) The credit pursuant to this section shall be the amount of the excess, if any, of the tax paid based upon taxable income determined pursuant to s. 220.13(2)(k) over the amount of tax which would have been due based upon taxable income without application of s. 220.13(2)(k), before application of this credit without application of any credit under s. 220.1875, s. 220.1876, ~~or s. 220.1877, or s. 220.1878.~~

Section 21. Section 220.1878, Florida Statutes, is created to read:

220.1878 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to s. 220.222. The credit granted by this section must be reduced by the difference between the amount of federal corporate income tax, taking into account the credit granted by this section, and the amount of federal corporate income tax without application of the credit granted by this section.

(2) A taxpayer who files a Florida consolidated return as a member of an affiliated group pursuant to s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under subsection (1).

(3) Section 420.50872 applies to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 420.50872 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department's determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer's noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer's noncompliance with the requirement to pay tentative taxes.

Section 22. Paragraph (c) of subsection (2) of section 220.222, Florida Statutes, is amended to read:

220.222 Returns; time and place for filing.—

(2)

(c)1. For purposes of this subsection, a taxpayer is not in compliance with s. 220.32 if the taxpayer underpays the required payment by more than the greater of \$2,000 or 30 percent of the tax shown on the return when filed.

2. For the purpose of determining compliance with s. 220.32 as referenced in subparagraph 1., the tax shown on the return when filed must include the amount of the allowable credits taken on the return pursuant to s. 220.1878.

Section 23. Subsection (5) of section 253.034, Florida Statutes, is amended to read:

253.034 State-owned lands; uses.—

(5) Each manager of conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner adopted by rule of the board of trustees and in accordance with s. 259.032. Each manager of conservation lands shall also update a land management plan whenever the manager proposes to add new facilities or make substantive land use or management changes that were not addressed in the approved plan, or within 1 year after the addition of significant new lands. Each manager of nonconservation lands shall submit to the Division of State Lands a land use plan at least every 10 years in a form and manner adopted by rule of the board of trustees. The division shall review each plan for compliance with the requirements of this subsection and the requirements of the rules adopted by the board of trustees pursuant to this section. All nonconservation land use plans, whether for single-use or multiple-use properties, shall be managed to provide the greatest benefit to the state. Plans for managed areas larger than 1,000 acres shall contain an analysis of the multiple-use potential of the property which includes the potential of the property to generate revenues to enhance the management of the property. In addition, the plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands and whether nonconservation lands would be more appropriately transferred to the county or municipality in which the land is located for the purpose of providing affordable multifamily rental housing that meets the criteria of s. 420.0004(3). If a newly acquired property has a valid conservation plan that was developed by a soil and conservation district, such plan shall be used to guide management of the property until a formal land use plan is completed.

(a) State conservation lands shall be managed to ensure the conservation of this the state's plant and animal species and to ensure the accessibility of state lands for the benefit and enjoyment of all people of this the state, both present and future. Each land management plan for state conservation lands shall provide a desired outcome, describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year

planning period. These short-term and long-term management goals shall be the basis for all subsequent land management activities.

(b) Short-term and long-term management goals for state conservation lands shall include measurable objectives for the following, as appropriate:

1. Habitat restoration and improvement.
2. Public access and recreational opportunities.
3. Hydrological preservation and restoration.
4. Sustainable forest management.
5. Exotic and invasive species maintenance and control.
6. Capital facilities and infrastructure.
7. Cultural and historical resources.
8. Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

(c) The land management plan shall, at a minimum, contain the following elements:

1. A physical description of the land.
2. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features. The inventory shall reflect the number of acres for each resource and feature, when appropriate. The inventory shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the Department of Environmental Protection pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.
3. A detailed description of each short-term and long-term land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and if practicable, a land management objective may not be performed to the detriment of the other land management objectives.
4. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objective and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower

budgets. The schedule shall provide a management tool that facilitates development of performance measures.

5. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. The summary budget shall be prepared in such manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3).

(d) Upon completion, the land management plan must be transmitted to the Acquisition and Restoration Council for review. The council shall have 90 days after receipt of the plan to review the plan and submit its recommendations to the board of trustees. During the review period, the land management plan may be revised if agreed to by the primary land manager and the council taking into consideration public input. The land management plan becomes effective upon approval by the board of trustees.

(e) Land management plans are to be updated every 10 years on a rotating basis. Each updated land management plan must identify any conservation lands under the plan, in part or in whole, that are no longer needed for conservation purposes and could be disposed of in fee simple or with the state retaining a permanent conservation easement.

(f) In developing land management plans, at least one public hearing shall be held in any one affected county.

(g) The Division of State Lands shall make available to the public an electronic copy of each land management plan for parcels that exceed 160 acres in size. The division shall review each plan for compliance with the requirements of this subsection, the requirements of chapter 259, and the requirements of the rules adopted by the board of trustees pursuant to this section. The Acquisition and Restoration Council shall also consider the propriety of the recommendations of the managing entity with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing entity, and the possibility of disposal of the property by the board of trustees. After its review, the council shall submit the plan, along with its recommendations and comments, to the board of trustees. The council shall specifically recommend to the board of trustees whether to approve the plan as submitted, approve the plan with modifications, or reject the plan. If the council fails to make a recommendation for a land management plan, the Secretary of Environmental Protection, Commissioner of Agriculture, or executive director of the Fish and Wildlife Conservation Commission or their designees shall submit the land management plan to the board of trustees.

(h) The board of trustees shall consider the land management plan submitted by each entity and the recommendations of the Acquisition and Restoration Council and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands that is not in accordance with an approved land management plan is subject to termination by the board of trustees.

(i)1. State nonconservation lands shall be managed to provide the greatest benefit to the state. State nonconservation lands may be grouped by similar land use types under one land use plan. Each land use plan shall, at a minimum, contain the following elements:

a. A physical description of the land to include any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

b. A desired development outcome.

c. A schedule for achieving the desired development outcome.

d. A description of both short-term and long-term development goals.

e. A management and control plan for invasive nonnative plants.

f. A management and control plan for soil erosion and soil and water contamination.

g. Measureable objectives to achieve the goals identified in the land use plan.

2. Short-term goals shall be achievable within a 5-year planning period and long-term goals shall be achievable within a 10-year planning period.

3. The use or possession of any such lands that is not in accordance with an approved land use plan is subject to termination by the board of trustees.

4. Land use plans submitted by a manager shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.

Section 24. Subsection (1) of section 253.0341, Florida Statutes, is amended to read:

253.0341 Surplus of state-owned lands.—

(1) The board of trustees shall determine which lands, the title to which is vested in the board, may be surplus. For all conservation lands, the Acquisition and Restoration Council shall make a recommendation to the board of trustees, and the board of trustees shall determine whether the lands are no longer needed for conservation purposes. If the board of trustees determines the lands are no longer needed for conservation purposes, it may dispose of such lands by an affirmative vote of at least three members. In the

case of a land exchange involving the disposition of conservation lands, the board of trustees must determine by an affirmative vote of at least three members that the exchange will result in a net positive conservation benefit. For all nonconservation lands, the board of trustees shall determine whether the lands are no longer needed. If the board of trustees determines the lands are no longer needed, it may dispose of such lands by an affirmative vote of at least three members. Local government requests for the state to surplus conservation or nonconservation lands, whether for purchase, ~~or exchange,~~ or any other means of transfer, ~~must shall~~ be expedited throughout the surplus process. Property jointly acquired by the state and other entities may not be surplus without the consent of all joint owners.

Section 25. Subsection (2) of section 288.101, Florida Statutes, is amended to read:

288.101 Florida Job Growth Grant Fund.—

(2) The department and Enterprise Florida, Inc., may identify projects, solicit proposals, and make funding recommendations to the Governor, who is authorized to approve:

(a) State or local public infrastructure projects to promote:

1. Economic recovery in specific regions of this the state;;
2. Economic diversification;; or
3. Economic enhancement in a targeted industry.

(b) State or local public infrastructure projects to facilitate the development or construction of affordable housing. This paragraph is repealed July 1, 2033.

(c) Infrastructure funding to accelerate the rehabilitation of the Herbert Hoover Dike. The department or the South Florida Water Management District may enter into agreements, as necessary, with the United States Army Corps of Engineers to implement this paragraph.

(d)(e) Workforce training grants to support programs at state colleges and state technical centers that provide participants with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs. The department shall work with CareerSource Florida, Inc., to ensure programs are offered to the public based on criteria established by the state college or state technical center and do not exclude applicants who are unemployed or underemployed.

Section 26. Section 420.0003, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 420.0003, F.S., for present text.)

420.0003 State housing strategy.—

(1) LEGISLATIVE INTENT.—It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal.

(2) POLICIES.—

(a) Housing production and rehabilitation programs.—Programs to encourage housing production or rehabilitation must be guided by the following general policies, as appropriate for the purpose of the specific program:

1. State and local governments shall provide incentives to encourage the private sector to be the primary delivery vehicle for the development of affordable housing. When possible, state funds should be heavily leveraged to achieve the maximum federal, local, and private commitment of funds and be used to ensure long-term affordability. To the maximum extent possible, state funds should be expended to create new housing stock and be used for repayable loans rather than grants. Local incentives to stimulate private sector development of affordable housing may include establishment of density bonus incentives.

2. State and local governments should consider and implement innovative solutions to housing issues where appropriate. Innovative solutions include, but are not limited to:

a. Utilizing publicly held land to develop affordable housing through state or local land purchases, long-term land leasing, and school district affordable housing programs. To the maximum extent possible, state-owned lands that are appropriate for the development of affordable housing must be made available for that purpose.

b. Community-led planning that focuses on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development in areas with preexisting public services, such as wastewater, transit, and schools.

c. Project features that maximize efficiency in land and resource use, such as high density, high rise, and mixed use.

d. Mixed-income projects that facilitate more diverse and successful communities.

e. Modern housing concepts such as manufactured homes, tiny homes, 3D-printed homes, and accessory dwelling units.

3. State funds should be available only to local governments that provide incentives or financial assistance for housing. State funding for housing should not be made available to local governments whose comprehensive plans have been found not in compliance with chapter 163 and who have not entered into a stipulated settlement agreement with the department to bring the plans into compliance. State funds should be made available only for projects consistent with the local government's comprehensive plan.

4. Local governments are encouraged to enter into interlocal agreements, as appropriate, to coordinate strategies and maximize the use of state and local funds.

5. State-funded development should emphasize use of developed land, urban infill, and the transformation of existing infrastructure in order to minimize sprawl, separation of housing from employment, and effects of increased housing on ecological preservation areas. Housing available to the state's workforce should prioritize proximity to employment and services.

(b) *Public-private partnerships.*—Cost-effective public-private partnerships must emphasize production and preservation of affordable housing.

1. Data must be developed and maintained on the affordable housing activities of local governments, community-based organizations, and private developers.

2. The state shall assist local governments and community-based organizations by providing training and technical assistance.

3. In coordination with local activities and with federal initiatives, the state shall provide incentives for public sector and private sector development of affordable housing.

(c) *Preservation of housing stock.*—The existing stock of affordable housing must be preserved and improved through rehabilitation programs and expanded neighborhood revitalization efforts to promote suitable living environments for individuals and families.

(d) *Unique housing needs.*—The wide range of need for safe, decent, and affordable housing must be addressed, with an emphasis on assisting the neediest persons.

1. State housing programs must promote the self-sufficiency and economic dignity of the people of this state, including elderly persons and persons with disabilities.

2. The housing requirements of special needs populations must be addressed through programs that promote a range of housing options bolstering integration with the community.

3. All housing initiatives and programs must be nondiscriminatory.

4. The geographic distribution of resources must provide for the development of housing in rural and urban areas.

5. The important contribution of public housing to the well-being of citizens in need shall be acknowledged through efforts to continue and bolster existing programs. State and local government funds allocated to enhance public housing must be used to supplement, not supplant, federal support.

(3) IMPLEMENTATION.—The state, in carrying out the strategy articulated in this section, shall have the following duties:

(a) State fiscal resources must be directed to achieve the following programmatic objectives:

1. Effective technical assistance and capacity-building programs must be established at the state and local levels.

2. The Shimberg Center for Housing Studies at the University of Florida shall develop and maintain statewide data on housing needs and production, provide technical assistance relating to real estate development and finance, operate an information clearinghouse on housing programs, and coordinate state housing initiatives with local government and federal programs.

3. The corporation shall maintain a consumer-focused website for connecting tenants with affordable housing.

(b) The long-range program plan of the department must include specific goals, objectives, and strategies that implement the housing policies in this section.

(c) The Shimberg Center for Housing Studies at the University of Florida, in consultation with the department and the corporation, shall perform functions related to the research and planning for affordable housing. Functions must include quantifying affordable housing needs, documenting results of programs administered, and inventorying the supply of affordable housing units made available in this state. The recommendations required in this section and a report of any programmatic modifications made as a result of these policies must be included in the housing report required by s. 420.6075. The report must identify the needs of specific populations, including, but not limited to, elderly persons, persons with disabilities, and persons with special needs, and may recommend statutory modifications when appropriate.

(d) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate affordable housing issues pursuant to the schedule set forth in this paragraph. OPPAGA may coordinate with and rely upon the expertise and research activities of the Shimberg Center for Housing Studies in conducting the evaluations. The analysis may include relevant reports prepared by the Shimberg Center for Housing Studies, the department, the corporation, and the provider of the Affordable Housing

Catalyst Program; interviews with the agencies, providers, offices, developers, and other organizations related to the development and provision of affordable housing at the state and local levels; and any other relevant data. When appropriate, each report must recommend policy and statutory modifications for consideration by the Legislature. Each report must be submitted to the President of the Senate and the Speaker of the House of Representatives pursuant to the schedule. OPPAGA shall review and evaluate:

1. By December 15, 2023, and every 5 years thereafter, innovative affordable housing strategies implemented by other states, their effectiveness, and their potential for implementation in this state.

2. By December 15, 2024, and every 5 years thereafter, affordable housing policies enacted by local governments, their effectiveness, and which policies constitute best practices for replication across this state. The report must include a review and evaluation of the extent to which interlocal cooperation is used, effective, or hampered.

3. By December 15, 2025, and every 5 years thereafter, existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with relevant policies in this section and effectiveness in providing affordable housing. The report must also include an evaluation of the degree of coordination between housing programs of this state, and between state, federal, and local housing activities, and shall recommend improved program linkages when appropriate.

(e) The department and the corporation should conform the administrative rules for each housing program to the policies stated in this section, provided that such changes in the rules are consistent with the statutory intent or requirements for the program. This authority applies only to programs offering loans, grants, or tax credits and only to the extent that state policies are consistent with applicable federal requirements.

Section 27. Subsection (36) of section 420.503, Florida Statutes, is amended to read:

420.503 Definitions.—As used in this part, the term:

(36) “Qualified contract” has the same meaning as in 26 U.S.C. s. 42(h)(6)(F) in effect on the date of the preliminary determination certificate for the low-income housing tax credits for the development that is the subject of the qualified contract request, unless the Internal Revenue Code requires a different statute or regulation to apply to the development. The corporation shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial second-earnest money deposit is deposited in escrow in accordance with the terms of the bona fide contract, and, in such event, the corporation is deemed to have fulfilled its responsibility to present the owner with a qualified contract.

Section 28. Subsection (3) and paragraph (a) of subsection (4) of section 420.504, Florida Statutes, are amended to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(3) The corporation is a separate budget entity and is not subject to control, supervision, or direction by the department of ~~Economic Opportunity~~ in any manner, including, but not limited to, personnel, purchasing, transactions involving real or personal property, and budgetary matters. The corporation shall consist of a board of directors composed of the Secretary of Economic Opportunity as an ex officio and voting member, or a senior-level agency employee designated by the secretary, one member appointed by the President of the Senate, one member appointed by the Speaker of the House of Representatives, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.

(b) One citizen actively engaged in the banking or mortgage banking industry.

(c) One citizen who is a representative of those areas of labor engaged in home building.

(d) One citizen with experience in housing development who is an advocate for low-income persons.

(e) One citizen actively engaged in the commercial building industry.

(f) One citizen who is a former local government elected official.

(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).

(4)(a) Members of the corporation shall be appointed for terms of 4 years, except that any vacancy shall be filled for the unexpired term. Vacancies on the board shall be filled by appointment by the Governor, the President of the Senate, or the Speaker of the House of Representatives, respectively, depending on who appointed the member whose vacancy is to be filled or whose term has expired.

Section 29. Subsection (30) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(30) To prepare and submit to the Secretary of Economic Opportunity a budget request for purposes of the corporation, which request must shall, notwithstanding the provisions of chapter 216 and in accordance with s. 216.351, contain a request for operational expenditures and separate requests for other authorized corporation programs. The request must include, for informational purposes, the amount of state funds necessary to use all federal housing funds anticipated to be received by, or allocated to, the state in the fiscal year in order to maximize the production of new, affordable multifamily housing units in this state. The request need not contain information on the number of employees, salaries, or any classification thereof, and the approved operating budget therefor need not comply with s. 216.181(8)-(10). The secretary may include within the department's budget request the corporation's budget request in the form as authorized by this section.

Section 30. The amendment made by this act to s. 420.507(30), Florida Statutes, expires July 1, 2033, and the text of that subsection shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 31. Subsection (10) of section 420.5087, Florida Statutes, is amended to read:

420.5087 State Apartment Incentive Loan Program.—There is hereby created the State Apartment Incentive Loan Program for the purpose of providing first, second, or other subordinated mortgage loans or loan guarantees to sponsors, including for-profit, nonprofit, and public entities, to provide housing affordable to very-low-income persons.

(10) The corporation may prioritize a portion of the program funds set aside under paragraph (3)(d) for persons with special needs as defined in s. 420.0004(13) to provide funding for the development of newly constructed permanent rental housing ~~on a campus~~ that provides housing for persons in foster care or persons aging out of foster care pursuant to s. 409.1451. Such housing shall promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to successfully transition to independent living and adulthood. The corporation must consult with the Department of Children and Families to create minimum criteria for such housing.

Section 32. Section 420.50871, Florida Statutes, is created to read:

420.50871 Allocation of increased revenues derived from amendments to s. 201.15 made by this act.—Funds that result from increased revenues to the State Housing Trust Fund derived from amendments made to s. 201.15 made by this act must be used annually for projects under the State Apartment Incentive Loan Program under s. 420.5087 as set forth in this section, notwithstanding ss. 420.507(48) and (50) and 420.5087(1) and (3).

The Legislature intends for these funds to provide for innovative projects that provide affordable and attainable housing for persons and families working, going to school, or living in this state. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2). Beginning in the 2023-2024 fiscal year and annually for 10 years thereafter:

(1) The corporation shall allocate 70 percent of the funds provided by this section to issue competitive requests for application for the affordable housing project purposes specified in this subsection. The corporation shall finance projects that:

(a) Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. Each project must provide for building the new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.

(b) Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

(c) Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.

(d) Provide housing near military installations in this state, with preference given to projects that incorporate critical services for service-members, their families, and veterans, such as mental health treatment services, employment services, and assistance with transition from active-duty service to civilian life.

(2) From the remaining funds, the corporation shall allocate the funds to issue competitive requests for application for any of the following affordable housing purposes specified in this subsection. The corporation shall finance projects that:

(a) Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.

(b) Address the needs of young adults who age out of the foster care system.

(c) Meet the needs of elderly persons.

(d) Provide housing to meet the needs in areas of rural opportunity, designated pursuant to s. 288.0656.

(3) Under any request for application under this section, the corporation shall coordinate with the appropriate state department or agency and prioritize projects that provide for mixed-income developments.

(4) This section does not prohibit the corporation from allocating additional funds to the purposes described in this section. In any fiscal year, if the funds allocated by the corporation to any request for application under subsections (1) and (2) are not fully used after the application and award processes are complete, the corporation may use those funds to supplement any future request for application under this section.

(5) This section is repealed June 30, 2033.

Section 33. The Division of Law Revision is directed to replace the phrase “this act” wherever it occurs in s. 420.50871, Florida Statutes, as created by this act, with the assigned chapter number of this act.

Section 34. Section 420.50872, Florida Statutes, is created to read:

420.50872 Live Local Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Annual tax credit amount” means, for any state fiscal year, the sum of the amount of tax credits approved under paragraph (3)(a), including tax credits to be taken under s. 220.1878 or s. 624.51058, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(b) “Eligible contribution” means a monetary contribution from a taxpayer, subject to the restrictions provided in this section, to the corporation for use in the State Apartment Incentive Loan Program under s. 420.5087. The taxpayer making the contribution may not designate a specific project, property, or geographic area of this state as the beneficiary of the eligible contribution.

(c) “Live Local Program” means the program described in this section whereby eligible contributions are made to the corporation.

(d) “Tax credit cap amount” means the maximum annual tax credit amount that the Department of Revenue may approve for a state fiscal year.

(2) RESPONSIBILITIES OF THE CORPORATION.—The corporation shall:

(a) Expend 100 percent of eligible contributions received under this section for the State Apartment Incentive Loan Program under s. 420.5087. However, the corporation may use up to \$25 million of eligible contributions to provide loans for the construction of large-scale projects of significant regional impact. Such projects must include a substantial civic, educational, or health care use and may include a commercial use, any of which must be

incorporated within or contiguous to the project property. Such a loan must be made, except as otherwise provided in this subsection, in accordance with the practices and policies of the State Apartment Incentive Loan Program. Such a loan is subject to the competitive application process and may not exceed 25 percent of the total project cost. The corporation must find that the loan provides a unique opportunity for investment alongside local government participation that would enable creation of a significant amount of affordable housing. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2).

(b) Upon receipt of an eligible contribution, provide the taxpayer that made the contribution with a certificate of contribution. A certificate of contribution must include the taxpayer's name; its federal employer identification number, if available; the amount contributed; and the date of contribution.

(c) Within 10 days after issuing a certificate of contribution, provide a copy to the Department of Revenue.

(3) LIVE LOCAL TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in the 2023-2024 fiscal year, the tax credit cap amount is \$100 million in each state fiscal year.

(b) Beginning October 1, 2023, a taxpayer may submit an application to the Department of Revenue for an allocation of the tax credit cap for tax credits to be taken under either or both of s. 220.1878 or s. 624.51058.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year. For purposes of s. 220.1878, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51058, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The Department of Revenue shall approve tax credits on a first-come, first-served basis.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(c) If a tax credit approved under paragraph (b) is not fully used for the specified taxable year for credits under s. 220.1878 or s. 624.51058 because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 10 taxable years. For purposes of s. 220.1878, a credit carried forward may be used in a subsequent year

after applying the other credits and unused carryovers in the order provided in s. 220.02(8).

(d) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 220.1878 or s. 624.51058 may be conveyed, transferred, or assigned between members of an affiliated group of corporations if the type of tax credit under s. 220.1878 or s. 624.51058 remains the same. A taxpayer shall notify the Department of Revenue of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations. The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the Department of Revenue.

(e) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit allocation approved under paragraph (b). The amount rescinded must become available for that state fiscal year to another eligible taxpayer as approved by the Department of Revenue if the taxpayer receives notice from the Department of Revenue that the rescindment has been accepted by the Department of Revenue. Any amount rescinded under this paragraph must become available to an eligible taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the Department of Revenue.

(f) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (d), or the rescindment of a tax credit under paragraph (e), the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(g) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34 and tax installment payments for taxes on insurance premiums or assessments under s. 624.5092, the final amount due is the amount after credits earned under s. 220.1878 or s. 624.51058 for contributions to eligible charitable organizations are deducted.

1. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under s. 220.1878, reduce any estimated payment in that taxable year by the amount of the credit.

2. For purposes of determining if a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.51058 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit.

(4) PRESERVATION OF CREDIT.—If any provision or portion of this section, s. 220.1878, or s. 624.51058 or the application thereof to any person or circumstance is held unconstitutional by any court or is otherwise

declared invalid, the unconstitutionality or invalidity does not affect any credit earned under s. 220.1878 or s. 624.51058 by any taxpayer with respect to any contribution paid to the Live Local Program before the date of a determination of unconstitutionality or invalidity. The credit must be allowed at such time and in such a manner as if a determination of unconstitutionality or invalidity had not been made, provided that nothing in this subsection by itself or in combination with any other provision of law may result in the allowance of any credit to any taxpayer in excess of \$1 of credit for each dollar paid to an eligible charitable organization.

(5) ADMINISTRATION; RULES.—

(a) The Department of Revenue and the corporation may develop a cooperative agreement to assist in the administration of this section, as needed.

(b) The Department of Revenue may adopt rules necessary to administer this section, s. 220.1878, and s. 624.51058, including rules establishing application forms, procedures governing the approval of tax credits and carryforward tax credits under subsection (3), and procedures to be followed by taxpayers when claiming approved tax credits on their returns.

(c) By August 15, 2023, and by each August 15 thereafter, the Department of Revenue shall determine the 500 taxpayers with the greatest total corporate income or franchise tax due as reported on the taxpayer's return filed pursuant to s. 220.22 during the previous calendar year and notify those taxpayers of the existence of the Live Local Program and the process for obtaining an allocation of the tax credit cap. The Department of Revenue shall confer with the corporation in the drafting of the notification. The Department of Revenue may provide this notification by electronic means.

Section 35. Section 420.5096, Florida Statutes, is created to read:

420.5096 Florida Hometown Hero Program.—

(1) The Legislature finds that individual homeownership is vital to building long-term housing and financial security. With rising home prices, down payment and closing costs are often significant barriers to homeownership for working Floridians. Each person in Florida's hometown workforce is essential to creating thriving communities, and the Legislature finds that the ability of Floridians to reside within the communities in which they work is of great importance. Therefore, the Legislature finds that providing assistance to homebuyers in this state by reducing the amount of down payment and closing costs is a necessary step toward expanding access to homeownership and achieving safe, decent, and affordable housing for all Floridians.

(2) The Florida Hometown Hero Program is created to assist Florida's hometown workforce in attaining homeownership by providing financial

assistance to residents to purchase a home as their primary residence. Under the program, a borrower may apply to the corporation for a loan to reduce the amount of the down payment and closing costs paid by the borrower by a minimum of \$10,000 and up to 5 percent of the first mortgage loan, not exceeding \$35,000. Loans must be made available at a zero percent interest rate and must be made available for the term of the first mortgage. The balance of any loan is due at closing if the property is sold, refinanced, rented, or transferred, unless otherwise approved by the corporation.

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; a first-time homebuyer and a Florida resident; and employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty service-member of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

(4) Loans made under the Florida Hometown Hero Program may be used for the purchase of manufactured homes, as defined in s. 320.01(2)(b), which were constructed after July 13, 1994; which are permanently affixed to real property in this state, whether owned or leased by the borrower; and which are titled and financed as tangible personal property or as real property.

(5) This program is intended to be evergreen, and repayments for loans made under this program shall be retained within the program to make additional loans.

Section 36. Subsection (3) is added to section 420.531, Florida Statutes, to read:

420.531 Affordable Housing Catalyst Program.—

(3) The corporation may contract with the entity providing statewide training and technical assistance to provide technical assistance to local governments to establish selection criteria and related provisions for requests for proposals or other competitive solicitations for use or lease of government-owned real property for affordable housing purposes. The entity providing statewide training and technical assistance may develop best practices or other key elements for successful use of public property for affordable housing, in conjunction with technical support provided under subsection (1).

Section 37. Section 420.6075, Florida Statutes, is amended to read:

420.6075 Research and planning for affordable housing; annual housing report.—

(1) The research and planning functions of the department shall include the collection of data on the need for affordable housing in this state and the extent to which that need is being met through federal, state, and local programs, in order to facilitate planning to meet the housing needs in this state and to enable the development of sound strategies and programs for affordable housing. To fulfill this function, the Shimberg Center for Housing Studies ~~Affordable Housing~~ at the University of Florida shall perform the following functions:

(a) Quantify affordable housing needs in ~~this the~~ state by analyzing available data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained.

(b) Document the results since 1980 of all programs administered by the department which provide for or act as incentives for housing production or improvement. Data on program results must include the number of units produced and the unit cost under each program.

(c) Inventory the supply of affordable housing units made available through federal, state, and local programs. Data on the geographic distribution of affordable units must show the availability of units in each county and municipality.

(2) By December 31 of each year, the Shimberg Center for Housing Studies ~~Affordable Housing~~ shall submit to the Legislature an updated housing report describing the supply of and need for affordable housing. This annual housing report shall include:

(a) A synopsis of training and technical assistance activities and community-based organization housing activities for the year.

(b) A status report on the degree of progress toward meeting the housing objectives of the department's agency functional plan.

(c) Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.

(3) The Shimberg Center for Housing Studies ~~Affordable Housing~~ shall:

(a) Conduct research on program options to address the need for affordable housing.

(b) Conduct research on training models to be replicated or adapted to meet the needs of community-based organizations and state and local government staff involved in housing development.

Section 38. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) Within 10 days of an applicant submitting an application to the local government, the local government shall advise the applicant what information, if any, is needed to deem the application properly completed in compliance with the filing requirements published by the local government. If the local government does not provide written notice that the applicant has not submitted the properly completed application, the application shall be automatically deemed properly completed and accepted. Within 45 days after receiving a completed application, a local government must notify an applicant if additional information is required for the local government to determine the sufficiency of the application, and shall specify the additional information that is required. The applicant must submit the additional information to the local government or request that the local government act without the additional information. While the applicant responds to the request for additional information, the 120-day period described in this subsection is tolled. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. The local government must approve, approve with conditions, or deny the application within 120 days following receipt of a completed application. A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Section 39. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; all other available credits and deductions.

Section 40. Paragraph (c) of subsection (1) of section 624.5105, Florida Statutes, is amended to read:

624.5105 Community contribution tax credit; authorization; limitations; eligibility and application requirements; administration; definitions; expiration.—

(1) AUTHORIZATION TO GRANT TAX CREDITS; LIMITATIONS.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 220.183 is ~~\$25~~ \$14.5 million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 or homeownership opportunities for low-income or very-low-income households as defined in s. 420.9071 and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 41. Section 624.51058, Florida Statutes, is created to read:

624.51058 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to ss. 624.509 and 624.5092. An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner.

(2) Section 420.50872 applies to the credit authorized by this section.

Section 42. The Department of Economic Opportunity's Keys Workforce Housing Initiative, approved by the Administration Commission on June 13, 2018, is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., Florida Statutes, by requiring deed-restricted affordable workforce housing properties receiving permit allocations to agree to evacuate at least 48 hours in advance of hurricane landfall. A comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is hereby valid and the respective local governments may adopt local ordinances or regulations to implement such plan amendment.

Section 43. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section expires July 1, 2026.

Section 44. For the 2023-2024 fiscal year, the sum of \$100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Housing Program established in s. 420.5096, Florida Statutes, as created by this act.

Section 45. For the 2023-2024 fiscal year, the sum of \$252 million in nonrecurring funds from the Local Government Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - State Housing Initiatives Partnership (SHIP) Program appropriation category to the Florida Housing Finance Corporation.

Section 46. For the 2023-2024 fiscal year, the sum of \$150 million in recurring funds and \$109 million in nonrecurring funds from the State Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - Affordable Housing Programs appropriation category to the Florida Housing Finance Corporation. The recurring funds are appropriated to implement s. 420.50871, Florida Statutes, as created by this act.

Section 47. For the 2022-2023 fiscal year, the sum of \$100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement a competitive assistance loan program for new construction projects in the development pipeline that have not commenced construction and are experiencing verifiable cost increases due to market inflation. These funds are intended to support the corporation's efforts to maintain the viability of projects in the development pipeline as the unprecedented economic factors coupled with the housing crisis makes it of upmost importance to deliver much-needed affordable housing units in communities in a timely manner. Eligible projects are those that accepted an invitation to enter credit underwriting by the corporation for funding during the period of time of July 1, 2020, through June 30, 2022. The corporation may establish such criteria and application processes as necessary to implement this section. The unexpended balance of funds appropriated to the corporation as of June 30, 2023, shall revert and is appropriated to the corporation for the same purpose for the 2023-2024 fiscal year. Any funds not awarded by December 1, 2023, must be used for the State Apartment Incentive Loan Program under s. 420.5087, Florida Statutes. This section is effective upon becoming a law.

Section 48. The Legislature finds and declares that this act fulfills an important state interest.

Section 49. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2023.

Approved by the Governor March 29, 2023.

Filed in Office Secretary of State March 29, 2023.

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1
2 An act relating to affordable housing; amending ss.
3 125.01055 and 166.04151, F.S.; clarifying application;
4 prohibiting counties and municipalities, respectively,
5 from restricting the floor area ratio of certain
6 proposed developments under certain circumstances;
7 providing that the density, floor area ratio, or
8 height of certain developments, bonuses, variances, or
9 other special exceptions are not included in the
10 calculation of the currently allowed density, floor
11 area ratio, or height by counties and municipalities,
12 respectively; authorizing counties and municipalities,
13 respectively, to restrict the height of proposed
14 developments under certain circumstances; prohibiting
15 the administrative approval by counties and
16 municipalities, respectively, of a proposed
17 development within a specified proximity to a military
18 installation; requiring counties and municipalities,
19 respectively, to maintain a certain policy on their
20 websites; requiring counties and municipalities,
21 respectively, to consider reducing parking
22 requirements under certain circumstances; requiring
23 counties and municipalities, respectively, to reduce
24 or eliminate parking requirements for certain proposed
25 mixed-use developments that meet certain requirements;
26 providing certain requirements for developments
27 located within a transit-oriented development or area;
28 defining the term "major transportation hub"; making
29 technical changes; providing requirements for

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developments authorized located within a transit-oriented development or area; clarifying that a county or municipality, respectively, is not precluded from granting additional exceptions; clarifying that a proposed development is not precluded from receiving a bonus for density, height, or floor area ratio if specified conditions are satisfied; requiring that such bonuses be administratively approved by counties and municipalities, respectively; revising applicability; authorizing that specified developments be treated as a conforming use under certain circumstances; authorizing that specified developments be treated as a nonconforming use under certain circumstances; authorizing applicants for certain proposed developments to notify a county or municipality, as applicable, of their intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit a revised application, written request, or notice of intent; amending s. 196.1978, F.S.; revising the definition of the term "newly constructed"; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to make certain exemptions from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain

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59 applications and make certain determinations;
60 authorizing property appraisers to request and review
61 additional information; authorizing property
62 appraisers to grant exemptions only under certain
63 conditions; revising requirements for property owners
64 seeking a certification notice from the Florida
65 Housing Finance Corporation; providing that a certain
66 determination by the corporation does not constitute
67 an exemption; revising eligibility; conforming
68 provisions to changes made by the act; amending s.
69 196.1979, F.S.; revising the value to which a certain
70 ad valorem property tax exemption applies; revising a
71 condition of eligibility for vacant residential units
72 to qualify for a certain ad valorem property tax
73 exemption; making technical changes; revising the
74 deadline for an application for exemption; revising
75 deadlines by which boards and governing bodies must
76 deliver to or notify the Department of Revenue of the
77 adoption, repeal, or expiration of certain ordinances;
78 requiring property appraisers to review certain
79 applications and make certain determinations;
80 authorizing property appraisers to request and review
81 additional information; authorizing property
82 appraisers to grant exemptions only under certain
83 conditions; providing the method for determining the
84 value of a unit for certain purposes; providing for
85 retroactive application; amending s. 333.03, F.S.;
86 excluding certain proposed developments from specified
87 airport zoning provisions; amending s. 420.507, F.S.;

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revising the enumerated powers of the corporation;
amending s. 420.5096, F.S.; making technical changes;
amending s. 420.518, F.S.; specifying conditions under
which the corporation may preclude applicants from
corporation programs; providing an appropriation;
providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 125.01055, Florida
Statutes, is amended, and subsection (8) is added to that
section, to read:

125.01055 Affordable housing.—

(7) (a) A county must authorize multifamily and mixed-use
residential as allowable uses in any area zoned for commercial,
industrial, or mixed use if at least 40 percent of the
residential units in a proposed multifamily ~~rental~~ development
are rental units that, for a period of at least 30 years, are
affordable as defined in s. 420.0004. Notwithstanding any other
law, local ordinance, or regulation to the contrary, a county
may not require a proposed multifamily development to obtain a
zoning or land use change, special exception, conditional use
approval, variance, or comprehensive plan amendment for the
building height, zoning, and densities authorized under this
subsection. For mixed-use residential projects, at least 65
percent of the total square footage must be used for residential
purposes.

(b) A county may not restrict the density of a proposed
development authorized under this subsection below the highest

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117 currently allowed density on any unincorporated land in the
118 county where residential development is allowed under the
119 county's land development regulations. For purposes of this
120 paragraph, the term "highest currently allowed density" does not
121 include the density of any building that met the requirements of
122 this subsection or the density of any building that has received
123 any bonus, variance, or other special exception for density
124 provided in the county's land development regulations as an
125 incentive for development.

126 (c) A county may not restrict the floor area ratio of a
127 proposed development authorized under this subsection below 150
128 percent of the highest currently allowed floor area ratio on any
129 unincorporated land in the county where development is allowed
130 under the county's land development regulations. For purposes of
131 this paragraph, the term "highest currently allowed floor area
132 ratio" does not include the floor area ratio of any building
133 that met the requirements of this subsection or the floor area
134 ratio of any building that has received any bonus, variance, or
135 other special exception for floor area ratio provided in the
136 county's land development regulations as an incentive for
137 development. For purposes of this subsection, the term floor
138 area ratio includes floor lot ratio.

139 (d)1.~~(e)~~ A county may not restrict the height of a proposed
140 development authorized under this subsection below the highest
141 currently allowed height for a commercial or residential
142 building development located in its jurisdiction within 1 mile
143 of the proposed development or 3 stories, whichever is higher.
144 For purposes of this paragraph, the term "highest currently
145 allowed height" does not include the height of any building that

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met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the county's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

(e)~~(d)~~ A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its

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website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f)1.(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter ~~one-half~~ mile of a ~~major~~ transit stop, as defined in the county's land development code, and the ~~major~~ transit stop is accessible from the development.

2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; and

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

3. A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a

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204 mix of other transportation options.

205 (g)~~(f)~~ For proposed multifamily developments in an
206 unincorporated area zoned for commercial or industrial use which
207 is within the boundaries of a multicounty independent special
208 district that was created to provide municipal services and is
209 not authorized to levy ad valorem taxes, and less than 20
210 percent of the land area within such district is designated for
211 commercial or industrial use, a county must authorize, as
212 provided in this subsection, such development only if the
213 development is mixed-use residential.

214 (h) A proposed development authorized under this subsection
215 which is located within a transit-oriented development or area,
216 as recognized by the county, must be mixed-use residential and
217 otherwise comply with requirements of the county's regulations
218 applicable to the transit-oriented development or area except
219 for use, height, density, floor area ratio, and parking as
220 provided in this subsection or as otherwise agreed to by the
221 county and the applicant for the development.

222 (i)~~(g)~~ Except as otherwise provided in this subsection, a
223 development authorized under this subsection must comply with
224 all applicable state and local laws and regulations.

225 (j)1. Nothing in this subsection precludes a county from
226 granting a bonus, variance, conditional use, or other special
227 exception for height, density, or floor area ratio in addition
228 to the height, density, and floor area ratio requirements in
229 this subsection.

230 2. Nothing in this subsection precludes a proposed
231 development authorized under this subsection from receiving a
232 bonus for density, height, or floor area ratio pursuant to an

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ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the county and no further action by the board of county commissioners is required.

(k) ~~(h)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l) ~~(i)~~ This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the county's comprehensive plan, future land use designation, or zoning. If at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 2. Subsection (7) of section 166.04151, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

166.04151 Affordable housing.—

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for

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commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily ~~rental~~ development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area

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ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio.

~~(d)1.(e)~~ A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential building development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not

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include properties separated by a public road.

(e)~~(d)~~ A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f)1.~~(e)~~ A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter ~~one-half~~ mile of a ~~major~~ transit stop, as defined in the municipality's land development code, and the ~~major~~ transit stop is accessible from the development.

2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or

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other multimodal design features.

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

3. A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(g) ~~(f)~~ A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the municipality, must be mixed-use residential and otherwise comply with requirements of the municipality's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to

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by the municipality and the applicant for the development.

~~(i)-(g)~~ Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(j)1. Nothing in this subsection precludes a municipality from granting a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the municipality and no further action by the governing body of the municipality is required.

(k)-(h) This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l)-(i) This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the municipality's comprehensive plan, future land use designation, or zoning. If

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at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7) (a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7) or s. 166.04151(7), Florida Statutes, who submitted an application, written request, or notice of intent to utilize such provisions to the county or municipality and which has been received by the county or municipality, as applicable, before the effective date of this act may notify the county or municipality by July 1, 2024, of its intent to proceed under the provisions of s. 125.01055(7) or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality shall allow an applicant who submitted such application, written request, or notice of intent before the effective date of this act the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act.

Section 4. Subsection (3) of section 196.1978, Florida Statutes, is amended to read:

196.1978 Affordable housing property exemption.—

(3) (a) As used in this subsection, the term:

1. "Corporation" means the Florida Housing Finance Corporation.

2. "Newly constructed" means an improvement to real property which was substantially completed within 5 years before the date of an applicant's first submission of a request for a

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certification notice ~~or an application for an exemption~~ pursuant
to this subsection ~~section, whichever is earlier.~~

3. "Substantially completed" has the same meaning as in s.
192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of
property in a multifamily project are considered property used
for a charitable purpose and are eligible to receive an ad
valorem property tax exemption if such portions meet all of the
following conditions:

1. Provide affordable housing to natural persons or
families meeting the income limitations provided in paragraph
(d). ~~†~~

2.a. Are within a newly constructed multifamily project
that contains more than 70 units dedicated to housing natural
persons or families meeting the income limitations provided in
paragraph (d); or

b. Are within a newly constructed multifamily project in an
area of critical state concern, as designated by s. 380.0552 or
chapter 28-36, Florida Administrative Code, which contains more
than 10 units dedicated to housing natural persons or families
meeting the income limitations provided in paragraph (d). ~~and~~

3. Are rented for an amount that does not exceed the amount
as specified by the most recent multifamily rental programs
income and rent limit chart posted by the corporation and
derived from the Multifamily Tax Subsidy Projects Income Limits
published by the United States Department of Housing and Urban
Development or 90 percent of the fair market value rent as
determined by a rental market study meeting the requirements of
paragraph (1) ~~(m)~~, whichever is less.

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(c) If a unit that in the previous year received ~~qualified~~ for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; ~~and, must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

b.2. From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, ~~is exempt from ad valorem property taxes.~~

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property

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appraiser must include in such valuation the proportionate share
of the residential common areas, including the land, fairly
attributable to such unit.

(e) To be eligible to receive an exemption under this
subsection, a property owner must submit an application on a
form prescribed by the department by March 1 for the exemption,
accompanied by a certification notice from the corporation to
the property appraiser. The property appraiser shall review the
application and determine whether the applicant meets all of the
requirements of this subsection and is entitled to an exemption.
A property appraiser may request and review additional
information necessary to make such determination. A property
appraiser may grant an exemption only for a property for which
the corporation has issued a certification notice and which the
property appraiser determines is entitled to an exemption.

(f) To receive a certification notice, a property owner
must submit a request to the corporation ~~for certification~~ on a
form provided by the corporation which includes all of the
following:

1. The most recently completed rental market study meeting
the requirements of paragraph (1) ~~(m)~~.

2. A list of the units for which the property owner seeks
an exemption.

3. The rent amount received by the property owner for each
unit for which the property owner seeks an exemption. If a unit
is vacant and qualifies for an exemption under paragraph (c),
the property owner must provide evidence of the published rent
amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the

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applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for a certification notice and certify whether a property ~~that~~ meets the ~~eligibility~~ criteria of paragraphs (b) and (c) ~~this subsection~~. A determination by the corporation regarding a request for a certification notice does not constitute a grant of an exemption pursuant to this subsection or final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the ~~eligibility~~ criteria ~~for an exemption under this subsection~~, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the ~~eligibility~~ criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for a certification notice. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

~~(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.~~

~~(j)~~ If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a

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notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(j)~~(k)~~ Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(k)~~(l)~~ Property receiving an exemption pursuant to s. 196.1979 or units used as a transient public lodging establishment as defined in s. 509.013 ~~are~~ not eligible for this exemption.

(l)~~(m)~~ A rental market study submitted as required by subparagraph (f)1. ~~paragraph (f)~~ must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of

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professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(m)~~(n)~~ The corporation may adopt rules to implement this section.

(n)~~(o)~~ This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 5. Present subsections (6) and (7) of section 196.1979, Florida Statutes, are redesignated as subsections (8) and (9), respectively, new subsections (6) and (7) are added to that section, and paragraph (b) of subsection (1), subsection (2), paragraphs (d), (f), and (1) of subsection (3), and subsection (5) of that section are amended, to read:

196.1979 County and municipal affordable housing property exemption.—

(1)

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value of each residential unit used to provide affordable housing if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this

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section.

(2) If a residential unit that in the previous year received ~~qualified for~~ the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the application for certification ~~exemption~~, it must notify the applicant and include reasons for the denial.

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than the deadline specified in s. 196.011 ~~March 1~~.

(1) Require the county or municipality to post on its website a list of ~~certified~~ properties receiving the exemption for the purpose of facilitating access to affordable housing.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption.

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The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption, but no later than January 1 of the year such exemption will take effect. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal, but no later than January 1 of the year the repeal or expiration of such exemption will take effect.

(6) The property appraiser shall review each application for exemption and determine whether the applicant meets all of the requirements of this section and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the local entity has certified as qualified property and which the property appraiser determines is entitled to an exemption.

(7) When determining the value of a unit for purposes of applying an exemption pursuant to this section, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

Section 6. The amendments made by this act to ss. 196.1978 and 196.1979, Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

Section 7. Present subsection (5) of section 333.03, Florida Statutes, is redesignated as subsection (6), and a new

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subsection (5) is added to that section, to read:

333.03 Requirement to adopt airport zoning regulations.—

(5) Sections 125.01055(7) and 166.04151(7) do not apply to any of the following:

(a) A proposed development near a runway within one-quarter of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.

(b) A proposed development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.

(c) A proposed development that exceeds maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.

Section 8. Subsection (35) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(35) To preclude any applicant, sponsor, or affiliate of an applicant or sponsor from further participation in any of the corporation's programs as provided in s. 420.518,
~~any applicant or affiliate of an applicant which has made a material misrepresentation or engaged in fraudulent actions in connection~~

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~~with any application for a corporation program.~~

Section 9. Subsection (3) of section 420.5096, Florida Statutes, is amended to read:

420.5096 Florida Hometown Hero Program.—

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; must be a first-time homebuyer and a Florida resident; and must be employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, ~~of 35 hours or more per week.~~ The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty servicemember of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

Section 10. Section 420.518, Florida Statutes, is amended to read:

420.518 Preclusion from participation in corporation programs ~~Fraudulent or material misrepresentation.~~—

(1) An applicant, a sponsor, or an affiliate of an applicant or a sponsor may be precluded from participation in any corporation program if the applicant or affiliate of the applicant has:

(a) Made a material misrepresentation or engaged in fraudulent actions in connection with any corporation program.

(b) Been convicted or found guilty of, or entered a plea of

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guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the financing, construction, or management of affordable housing or the fraudulent procurement of state or federal funds. The record of a conviction certified or authenticated in such form as to be admissible in evidence under the laws of the state shall be admissible as prima facie evidence of such guilt.

(c) Been excluded from any federal funding program related to the provision of housing, including debarment from participation in federal housing programs by the United States Department of Housing and Urban Development.

(d) Been excluded from any federal or Florida procurement programs.

(e) Offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution.

(f) Demonstrated a pattern of noncompliance and a failure to correct any such noncompliance after notice from the corporation in the construction, operation, or management of one or more developments funded through a corporation program.

(g) Materially or repeatedly violated any condition imposed by the corporation in connection with the administration of a corporation program, including a land use restriction agreement, an extended use agreement, or any other financing or regulatory agreement with the corporation.

(2) Upon a determination by the board of directors of the corporation that an applicant or affiliate of the applicant be precluded from participation in any corporation program, the board may issue an order taking any or all of the following

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actions:

(a) Preclude such applicant or affiliate from applying for funding from any corporation program for a specified period. The period may be a specified period of time or permanent in nature. With regard to establishing the duration, the board shall consider the facts and circumstances, inclusive of the compliance history of the applicant or affiliate of the applicant, the type of action under subsection (1), and the degree of harm to the corporation's programs that has been or may be done.

(b) Revoke any funding previously awarded by the corporation for any development for which construction or rehabilitation has not commenced.

(3) Before any order issued under this section can be final, an administrative complaint must be served on the applicant, affiliate of the applicant, or its registered agent that provides notification of findings of the board, the intended action, and the opportunity to request a proceeding pursuant to ss. 120.569 and 120.57.

(4) Any funding, allocation of federal housing credits, credit underwriting procedures, or application review for any development for which construction or rehabilitation has not commenced may be suspended by the corporation upon the service of an administrative complaint on the applicant, affiliate of the applicant, or its registered agent. The suspension shall be effective from the date the administrative complaint is served until an order issued by the corporation in regard to that complaint becomes final.

Section 11. For the 2024-2025 fiscal year, from the funds

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received and deposited into the General Revenue Fund from the
state's allocation from the federal Coronavirus State Fiscal
Recovery Fund created under the American Rescue Plan Act of
2021, Pub. L. No. 117-2, the sum of \$100 million in nonrecurring
funds is appropriated to the State Housing Trust Fund for use by
the Florida Housing Finance Corporation to implement the Florida
Hometown Hero Program established in s. 420.5096, Florida
Statutes.

Section 12. This act shall take effect upon becoming a law.

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-15 OF THE OCOEE LAND DEVELOPMENT CODE (“SPECIFIC USE/DEVELOPMENT STANDARDS”) TO IMPLEMENT THE PROVISIONS OF THE LIVE LOCAL ACT, SECTION 166.04151 *ET SEQ.*, FLORIDA STATUTES, INCLUDING DEFINING TERMS, ESTABLISHING MAXIMUM PERMITTED DENSITY, FLOOR AREA RATIO, AND HEIGHT, ESTABLISHING A PROCESS FOR ADMINISTRATIVE APPROVAL, PROVIDING FOR DEED RESTRICTIONS AND ANNUAL CERTIFICATION, PROVIDING FOR A REDUCTION IN PARKING REQUIREMENTS, REQUIRING EQUAL TREATMENT OF AFFORDABLE HOUSING AND MARKET RATE UNITS, PROVIDING FOR ENFORCEMENT, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, the Governor of the State of Florida signed Senate Bill 102, known as the “Live Local Act,” codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes, in an effort to increase the supply of affordable housing in the State of Florida; and

WHEREAS, on May 16, 2024, the Governor of the State of Florida signed Senate Bill 328, which amended the Live Local Act to, among other things, preempt a local government’s floor area ratio for qualifying developments, requiring parking reductions when a qualifying project is located in proximity to certain transportation facilities, and modifying height entitlements when adjacent to certain single-family neighborhoods;

WHEREAS, the Live Local Act requires municipalities to allow multifamily rental and mixed use residential development in any area zoned for “commercial, industrial, or mixed use” if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are “affordable” as defined in Section 420.0004, Florida

Statutes, and, in the case of a mixed use project, if at least 65 percent of the total square footage is used for residential purposes, and the project otherwise “meets all other development regulations and requirements” for multifamily rental development;

WHEREAS, the office of the Attorney General of the State of Florida advised in a letter dated July 20, 2023 that, as used in the Live Local Act, “the phrase ‘area zoned for commercial, industrial, or mixed use’ refers only to land located in districts having those specific zoning classifications, rather than encompassing land in any zoning district where some commercial, industrial, or mixed use land uses may be permitted”;

WHEREAS, the Ocoee Land Development Code governs development within the corporate limits of the City of Ocoee pursuant to the requirements of Section 163.3202 and Section 166.041, Florida Statutes; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, requires the Land Planning Agency of the City of Ocoee (the “LPA”) to review proposed land development regulations and amendments thereto for consistency with the adopted Comprehensive Plan, as may be amended; and

WHEREAS, the LPA held a public hearing on February 13, 2024, to consider an amendment of the Ocoee Land Development Code to implement and enforce the Live Local Act and made certain findings that the proposed changes set forth in this Ordinance are consistent with the Comprehensive Plan and recommended that the City Commission enact the proposed ordinance; and

WHEREAS, the Ocoee City Commission has determined that it is necessary for the general welfare of the City to amend the Ocoee Land Development Code consistent with the City’s broad Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution and Florida

Statutes § 166.021 in order to provide certification standards and implementation criteria for proposed development under the Live Local Act; and

WHEREAS, the City Commission finds that this Ordinance serves a legitimate government purpose and is in the best interests of public health, safety, and welfare of the citizens of Ocoee;

WHEREAS, the City Commission finds that the land development regulations adopted herein are consistent with the City’s Comprehensive Plan, including Section VI.A of the Housing Element, which states, “It is the City’s goal to provide housing with supporting infrastructure for the anticipated population, with particular emphasis on very low, low, and moderate-income households in Ocoee.”

NOW, THEREFORE BE IT ENACTED by the City Commission of the City of Ocoee that:

SECTION 1: AMENDMENT TO SECTION 5-15, ARTICLE V, OCOEE LAND DEVELOPMENT CODE

Section 5-15 of the Ocoee Land Development Code (“Specific Use/Development Standards”) shall be amended as shown below. Words that are ~~stricken-out~~ are deletions; words that are underlined are additions; Articles, Sections, Subsections and Provisions not referenced in this ordinance are not modified:

D. Affordable Housing

(1) Definitions.

(a) Affordable Housing refers to housing that is affordable, as defined in Section 420.0004(3), Florida Statutes.

(b) *Affordable Housing Project* refers to an affordable housing project that qualifies under the Live Local Act, Section 166.04151 *et seq*, Florida Statutes.

(c) *Commercial*, as used in Section 166.04151, Florida Statutes, shall mean only the commercial zoning districts of the city, which consist only of properties zoned C-1, C-2, and C-3, and no other zoning district.

(d) *Eligible Zoning District* includes the Commercial and Industrial zoning districts identified in this Section.

(d) *Height within Mile*, as used in Section 166.04151, Florida Statutes, shall mean one (1) mile as a human being can travel along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed Affordable Housing Project to the center point of another property. Height within One Mile shall not mean a straight-line distance as a bird might travel.

(e) *Highest Currently Allowed Density*, as used in Section 166.04151, Florida Statutes, shall mean the highest number of units per acre established by the “High Density Residential” future land use map designation within the adopted City of Ocoee Comprehensive Plan. Highest Currently Allowed Density does not include densities greater than that permitted in the High Density Residential land use designation to which a development may be entitled or the density of any building that has received any bonus, special exception, agreement to resolve a claim, variance, or as otherwise provided as an incentive for development or recognized as a non-conforming or grandfathered use.

(f) *Highest Currently Allowed Floor Area Ratio*, as used in Section 166.04151, Florida Statutes, shall mean the highest building square footage, calculated based on floor area ratio,

established by the “Commercial” or “Industrial” future land use map designations within the adopted City of Ocoee Comprehensive Plan. Highest Currently Allowed Floor Area Ratio does not include the floor area ratio greater than any established by the Commercial and Industrial future land use designations or the building square footage or floor area ratio of any building that has received any bonus, special exception, agreement to resolve a claim, variance, or as otherwise provided as an incentive for development or recognized as a non-conforming or grandfathered use.

(g) *Highest Currently Allowed Height* as used in Section 166.04151, Florida Statutes, shall only mean the higher of either three (3) stories or an approved and currently allowed commercial or residential building’s Height Within One Mile of the proposed Affordable Housing Project, as defined in this Section and as determined by reference to the maximum height allowed by Table 5-2 in Article V of the Ocoee Land Development Code for a commercial or residential development. Highest Currently Allowed Height shall not include any height awarded to any development project as a bonus, special exception, agreement to resolve a claim, variance, or allowed as a non-conforming or grandfathered use, or include any projections not used for human occupancy under Section 5-5 of the Ocoee Land Development Code. However, if the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the City may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the municipality’s land development regulations, or 3 stories, whichever is higher. For the

purposes of this paragraph, the term “adjacent to” means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

(h) *Industrial* as used in Section 166.04151, Florida Statutes, shall mean only the I-1 and I-2 industrial zoning districts of the city and no other zoning district.

(i) *Live Local Act* refers specifically to 2023 Senate Bill 102, signed by the Governor of Florida on March 29, 2023, effective July 1, 2023, as modified by 2024 Senate Bill 328, signed by the Governor of Florida on May 16, 2024, and codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes.

(j) *Major Transportation Hub* shall mean any transit station whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(2) Permitted Zoning, Parking, Density, Floor Area Ratio and Height.

(a) *Zoning.* Affordable housing projects under Live Local Act shall be permitted only in the Commercial and Industrial zoning districts of the City.

(b) *Parking.* Affordable Housing Projects must meet all parking requirements under the Ocoee Land Development Code, except that:

1. The City shall reduce required parking by at least 20% if any of the following conditions apply:

i. The proposed project is located within one-half (1/2) mile of a Major Transportation Hub and is accessible to the Major Transportation Hub by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features. A major transportation hub shall mean

any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

ii. The proposed project has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development.

2. The City shall consider a reduction in required parking for a proposed development located within one-quarter (1/4) mile of a transit stop accessible from the development, to the extent supported by appropriate documentation.

(c) *Allowed Density and Floor Area Ratio.*

1. An Affordable Housing Project is entitled to the Highest Currently Allowed Density and Floor Area Ratio in the City, as defined in this Section.

2. An Affordable Housing Project may be awarded a density bonus if it meets the same architectural enhancement requirements for a density bonus as a project that does not qualify as an Affordable Housing Project.

(d) *Allowed Height.* An Affordable Housing Project is entitled to the Highest Currently Allowed Height, as defined in this Section. Building height shall be measured from the average grade of the crown of a street or streets abutting the property, measured from the centerline to the roof peak. Within special flood hazard areas, building height shall be measured from the

required Design Flood Elevation, as prescribed in Article VII, Part II, Floodplain Management, of the Land Development Code, to the roof peak.

(3) Compliance with Land Development Regulations. The proposed Affordable Housing Project must comply with all land development regulations applicable to the zoning district in which the project is proposed, except only to the extent the Live Local Act expressly preempts local ordinances with respect to land use, zoning, height, density, floor area ratio, and parking.

(4) Process for Administrative Approval

(a) *Submission.* An application for administrative approval of a qualifying Affordable Housing Project located within an Eligible Zoning District, shall include:

1. *Application Fee.* Payment of an application fee according to the fee schedule in effect at the time of the application;

2. *Purchase and Sale Agreement.* If the applicant is not the owner of record, then the applicant shall submit a copy of a fully executed contract or agreement to purchase the real property for the Affordable Housing Project, which shows the dates of effectiveness and due diligence periods, though the purchase price and any financing terms may be redacted;

3. *Application Form.* Any application form required by the city;

4. *Project Narrative.* The application shall contain a narrative which demonstrates the Affordable Housing Project's compliance with Section 166.04151(7)(a) - (g), Florida Statutes.

5. Site Development Plan. The application shall include a site development plan complying with Section 4-3 of the Ocoee Land Development Code and shall include a site data table identifying:

- (a) the number of total units;
- (b) the number of Affordable Housing units;
- (c) the number of dwelling units per acre;
- (d) the height of all proposed buildings;
- (e) a description of how the tallest building or buildings meet the Highest Allowed Height;
- (f) for any multifamily rental development, calculations demonstrating that at least forty (40) percent of the residential units are affordable units as defined by Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and
- (g) for any mixed-use project, calculations demonstrating that at least 65 percent of the total square footage is used for residential purposes.

6. Building Elevations and Materials. The application shall include architectural renderings (labeled with compass orientation) and building materials for all building elevations for each proposed building;

7. Affidavit of Commitment. The application for an Affordable Housing Project shall include an executed Affidavit of Commitment to City of Ocoee's Affordable Housing standards, which shall attest to: (a) a 30-year commitment to provide Affordable Housing as defined by Section 420.0004, Florida Statutes; (b) an

acknowledgement of the City's right to monitor and audit records for a minimum of 30 years of operation; (c) an acknowledgement of the responsibility of the owner and operator of the Affordable Housing Project to submit an annual Certification of Compliance, attested to by a certified public accountant, that the tenants residing in the designated Affordable Housing units meet the reported income eligibility requirements for Affordable Housing and that the rent charged for at least 40% of the units provide Affordable Housing under Section 420.0004, Florida Statutes; and (d) further acknowledge the penalties for non-compliance as set forth in this Section.

8. Any other information reasonably required by the City that is consistent with the intent and purpose of this Section and the Live Local Act.

(b) Sufficiency Review. Within ten (10) business days of receiving an application for an Affordable Housing Project, the city shall complete a sufficiency review of the materials submitted and respond to the applicant that the application is either complete or shall specify what items are still required. The applicant shall then provide the items required to make the application complete, which shall then begin another ten (10) business day sufficiency review period, and so on until a complete application is received. An Application for Building Permits shall be processed in accordance with Section 553.792, Florida Statutes. A contract to purchase the real property for which the Affordable Housing Project is proposed must be in full force and effect during the sufficiency review periods. If any contract expires within such time periods, then the city shall not begin or complete the sufficiency review.

(c) Review Procedures. The application shall comply with the site plan review procedures established in Section 4-3, Article IV, except that project applications shall not be required to undergo public hearings before the Planning and Zoning Commission or the City

Commission for approval of land use, zoning, density, floor area ratio, or height, as enumerated in the various subsections of Section 4-3 and in Section 166.04151(7)(a), Florida Statutes.

(d) The City Manager shall maintain on the City's website a policy containing the foregoing procedures for administrative approval.

(5) Recording of Deed Restrictions, Subordination of Liens, and Annual Certification.

(a) *Covenant of Deed Restrictions.* When the City approves an Affordable Housing Project under this Section, the applicant must, prior to approval of a Preliminary Site Plan, execute and record in the public records of Orange County a Covenant of Deed Restrictions running with the land with terms acceptable to, and enforceable by the City that:

1. Prohibits any Affordable Housing unit from being rented or sold at a price exceeding the threshold for housing that is affordable for very low-income, low-income, or moderate-income persons, or to a buyer who is not eligible due to their reported income under Section 420.0004, Florida Statutes, or as subsequently defined by Florida law;

2. Is binding on the applicant and all successors and assigns for at least 30 years from the date the City issues a Certificate of Occupancy, consistent with the Live Local Act;

3. Acknowledges the city's enforcement remedies, including a daily code enforcement fine for each unit that is in violation of the requirement to provide Affordable Housing for at least 40 percent of all units for thirty years, and for failure

to timely provide an annual Certification in which a certified public accountant attests to compliance with the Live Local Act;

(b) *Subordination of Liens.* Any mortgage holders or holders of any other encumbrance on the property proposed for the Affordable Housing Project must execute and record a subordination of their lien interest to such deed restrictions prior to, or simultaneously with the recording of the deed restrictions required by this subsection.

(c) *Annual Certification of Compliance.* By no later than March 30th of each full year after a certificate of occupancy is issued, for a total of thirty years from the date of the certificate of occupancy, the owner or operator of the Affordable Housing Project shall submit to the City Clerk a Certification in which a certified public accountant attests that the Affordable Housing Project meets the requirements of Section 166.04151, Florida Statutes, insofar as:

i. At least 40 percent of the residential units are rented as Affordable Housing as defined in s. 420.0004, Florida Statutes; and

ii. The tenants living within the designated Affordable Housing units are eligible to do so based on their reported household income, as defined in Section 420.0004, Florida Statutes.

(6) Equivalent Treatment of all Dwelling Units.

As a condition of approval of any Final Site Plan and prior to the issuance of any site or building permits for construction of the proposed Affordable Housing Project, such project must demonstrate and commit that:

(a) All affordable dwelling units and market rate dwelling units shall be located within the same structure(s); and

(b) The exterior of the Affordable Housing units shall be indistinguishable from market rate dwelling units; and

(c) All common areas and amenities shall be accessible and available to all residents, regardless of whether they reside in Affordable Housing or market rate dwelling units; and

(d) Access to the required Affordable Housing units shall be provided through the same principal entrance(s) and driveways utilized by all other dwelling units in the project; and

(e) The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., if 25 percent of the market rate dwelling units consist of two bedroom units, then 25 percent of the affordable dwelling units shall also have two bedrooms units).

(7) Enforcement.

(a) Violations of this Section and the commitment to provide Affordable Housing shall be subject to a fine of no less than \$250.00 per day for each unit in violation, either because an ineligible person resides in the unit or the unit is rented at a level in excess of the threshold for Affordable Housing, and for each day the Annual Certification of Compliance is not received by the city by March 30th of every year, as required by this Section. Any violation must be cured within 30 days, which the City Commission finds is a reasonable time. In addition to fines that may be assessed if the violation is not cured within 30 days, the City shall treat the development as a nonconforming use.

(b) The owner and operator shall be liable for and shall reimburse the City for all costs and reasonable attorney's fees that the City incurs in the enforcement of these provisions.

(c) The Special Magistrate of the City of Ocoee, and in the Special Magistrate's absence the Code Enforcement Board, shall be authorized to enforce the provisions of this Section. Any fines assessed shall become a lien on the real property in violation and on any personal property of the violator if not paid to the City within 60 days of the Order imposing fines.

(8) **Repeal of the Live Local Act.** Should the Live Local Act, or any specific portion thereof, be repealed, the sections of this Ordinance that specifically reference the Live Local Act, or the specific repealed portion thereof, shall be immediately nullified, except that the annual Certification of Compliance, the Covenant of Deed Restrictions, and the City's right to enforce such deed restrictions, shall continue for thirty (30) years after issuance of a Certificate of Occupancy.

SECTION 2: SEVERABILITY AND CORRECTION OF ERRORS. The provisions of this Ordinance are declared to be severable and if any section, paragraph, sentence or word of this Ordinance or the application as to any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder of this Ordinance shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 3: CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Ocoee, this Ordinance shall control to the extent of any such conflict.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

LPA HEARING: _____, 2024
ADVERTISED _____, 2024
READ FIRST TIME _____,
2024.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED
AS TO FORM AND LEGALITY**
this ____ day of _____, 2024.

By: _____
Richard S. Geller
City Attorney

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING

CITY OF OCOEE LAND DEVELOPMENT CODE AMENDMENT RELATING TO QUALIFYING AFFORDABLE HOUSING PROJECTS UNDER THE LIVE LOCAL ACT

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-9 and 1-10, of the City of Ocoee Land Development Code that on **TUESDAY, AUGUST 6, 2024, at 6:15 P.M.** or as soon thereafter as practical, the **CITY OF OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to adopt the following Ordinance:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-15 OF THE OCOEE LAND DEVELOPMENT CODE ("SPECIFIC USE/DEVELOPMENT STANDARDS") TO IMPLEMENT THE PROVISIONS OF THE LIVE LOCAL ACT, SECTION 166.04151 ET SEQ., FLORIDA STATUTES, INCLUDING DEFINING TERMS, ESTABLISHING MAXIMUM PERMITTED DENSITY, FLOOR AREA RATIO, AND HEIGHT, ESTABLISHING A PROCESS FOR ADMINISTRATIVE APPROVAL, PROVIDING FOR DEED RESTRICTIONS AND ANNUAL CERTIFICATION, PROVIDING FOR A REDUCTION IN PARKING REQUIREMENTS, REQUIRING EQUAL TREATMENT OF AFFORDABLE HOUSING AND MARKET RATE UNITS, PROVIDING FOR ENFORCEMENT, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

July 25, 2024

24-02327W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



Meeting Date: August 6, 2024
Item #: 18

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to Certify the FY 2025 Non-Ad Valorem Assessment Tax Roll. (Acting Support Services Director Gaines)

Background Summary:

Section 115-1 of the City Code of Ordinances established the geographic limits of the City of Ocoee as a special assessment district in which the City Commission is authorized to levy a non-ad valorem assessment against properties the City of Ocoee has abated a nuisance, but has not been reimbursed for the cost of such abatement. Resolution 2017-003 requires the City Commission to adopt a resolution certifying the non-ad valorem assessment tax roll following a public hearing prior to September 15th of each year. There are presently six (6) properties that will be assessed to recover the cost of abatements, performed by the city. The owners of each property were notified, by first class mail, of the non-ad valorem assessment and of the scheduled public hearing at which the City Commission would consider this issue. The form and content of these notifications conformed to the requirements described in Section 197.3632, Florida Statutes.

Issue:

Should the Honorable Mayor and City Commissioners consider the FY 2025 Non-Ad Valorem Assessment for Code Enforcement Abatements and certify the Code Enforcement Abatement Assessment Tax Roll?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners adopt the proposed Resolution to approve the FY 2025 Non-Ad Valorem Assessment for Code Enforcement Abatements and certify the Code Enforcement Abatement Assessment Roll. The Mayor and City Manager should be authorized to execute any documents required to implement the Resolution and levy the non-ad valorem assessment.

Attachments:

1. Proposed Resolution
2. Appendix A - Code Enforcement Assessment Roll
3. Appendix B - Certificate to Non-Ad Valorem Assessment Roll
4. Notice of Public Hearing
5. Advertisement

Financial Impacts:

As of July 03, 2024, the City of Ocoee has unpaid code enforcement abatement costs totaling \$3,326.80 that can be placed on the FY 2025 tax bill. This amount includes the cost of abatement, interest accruing at a rate of 18% compounded annually until September 30, 2024, and administrative costs related to lien filings. The recovery of these costs via a non-ad valorem special assessment is to be collected using the uniform method, as prescribed in Section 197.3632, Florida Statutes.

Type of Item: Public Hearing

RESOLUTION 2024-_____

CITY OF OCOEE

**CODE ENFORCEMENT NON-AD VALOREM
ASSESSMENT RESOLUTION FOR
FISCAL YEAR 2025**

AUGUST 06, 2024

RESOLUTION

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, CITY COMMISSION RELATING TO THE COLLECTION OF UNPAID LIENS FROM CODE ENFORCEMENT ABATEMENT ACTIONS THROUGHOUT THE CITY OF OCOEE; STATING THE PURPOSE OF SUCH EFFORTS; PROVIDING DEFINITIONS; ENDORSING THE UNIFORM METHOD OF ASSESSING ABATEMENT COSTS AGAINST ASSESSED PROPERTIES LOCATED WITHIN THE CITY OF OCOEE; APPROVING THE NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subsection C-8(Q) of the City of Ocoee Charter ("City Charter") authorizes the City of Ocoee ("the City") to require all lands, property, lots, bodies of water, and other premises within the City limits to be kept clean, sanitary, and free from excessive weed growth; and

WHEREAS, Subsection C-8(Q) of the City Charter allows the City to make such properties clean, sanitary, and free from excessive weed growth at the expense of the owner; and

WHEREAS, the City has the obligation to abate nuisances and violations that are a risk to the public health, safety, and welfare under the provisions of the City Charter and the Chapter 115 of City of Ocoee Code of Ordinances ("City Code"); and

WHEREAS, the owners of property involved in an abatement have an obligation under Chapter 115 of the City Code to pay the City for the cost incurred by the City through abatement, plus allowable interest; and

WHEREAS, in cases where such costs remain unpaid, the City intends to use all available methods of collecting such assessments as non-ad valorem assessments; and

WHEREAS, the City Commission has adopted a clear method for determining and collecting such non-ad valorem assessments consistent with the procedures provided by the

Chapter 115 of the City Code and Section 197.3632, Florida Statutes, including collecting such assessments on the uniform tax bill for each Fiscal Year beginning on October 1; and

WHEREAS, City Code Chapter 115, as amended on February 21, 2017, establishes the City as a special assessment district relating to abatements; and

WHEREAS, as a special assessment district, the City Commission is authorized to levy a non-ad valorem assessment against properties where, in accordance with Chapter 115, a violation occurred, the City took action to abate, and the owner has failed, for whatever reason, to pay the City for the costs incurred in carrying out the abatement; and

WHEREAS, the City, county property appraiser, and county tax collector currently have an agreement by which the property appraiser and tax collector collect non-ad valorem assessments on behalf of the City; and

WHEREAS, notice of the assessment and public hearing was issued in accordance with Chapter 115 of the City Code and Section 197.3632(4)(b), Florida Statutes; and

WHEREAS, a public hearing was held on August 06, 2024, for comments and objections of all interested persons to be heard and considered, as required by the terms of the Chapter 115 of the City Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. AUTHORITY.

This Resolution is adopted pursuant to the provisions of Ordinance No. 2017-003 ("the Ordinance"); Chapter 115 of the City Code; the Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Sections 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This Resolution sets forth and approves the collection of the Non-Ad Valorem Assessment Roll “(Assessment Roll)”, as defined in Section 115-1.F. of the City Code, for Fiscal Year 2025 through the procedure described in Section 115-1.C. of the City Code.

(B) Fiscal Year 2025 is defined as the period of time from October 1, 2024 through September 30, 2025.

(C) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Ordinance No. 2017-003, as amended. Any uncertainty regarding the meaning of a term used herein shall be resolved in favor of the Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

SECTION 3. APPROVAL OF THE ASSESSMENT ROLL.

The Assessment Roll attached as Appendix A is hereby approved and shall be delivered to the Orange County Tax Collector for collection using the tax bill collection method and the manner described in the Ordinance on or before September 15, 2024, together with the correction of any errors or omissions, as provided for in the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 4. EFFECT OF ADOPTION OF RESOLUTION.

This Resolution establishes the Code Enforcement Abatement Non-Ad Valorem Assessments to be imposed in the 2025 Fiscal Year, certifies the Assessment Roll for the 2025 Fiscal Year with such adjustments as the City Commission deems just and right, and authorizes the Mayor of the City of Ocoee to execute collection of said Code Enforcement Non-Ad Valorem

Assessments through the County Property Appraiser and the County Tax Collector. The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the amount due, the method of assessment, and the Assessment Roll), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 5. SEVERABILITY.

If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. APPROVED
AS TO FORM AND LEGALITY THIS ____
DAY OF _____, 2024.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____.**

By: _____
City Attorney

APPENDIX A

ASSESSMENT ROLL

APPENDIX B

**CERTIFICATE TO NON-AD VALOREM
ASSESSMENT ROLL**

Parcel ID Number	Street Address	Total Amount Owed
182228712200850	85 BUCK KEY CT	\$ 327.39
182228712200970	97 DEER KEY CT	\$ 266.87
312128285501260	3500 BIG EAGLE DR	\$ 647.62
082228881600290	881 KIMBALL DR	\$ 351.15
182228000000038	455 PALM DR	\$ 562.27
082228881000900	1204 WILLOW CREEK RD	\$ 1,171.50

Total \$ 3,326.80



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____, _____ year.

Chairman of the Board or authorized agent
of _____
Name of local government

Orange County, Florida



* * * THIS IS NOT A BILL * * *

CITY OF OCOEE, FLORIDA

**NOTICE OF PUBLIC HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION
OF CODE ENFORCEMENT NON-AD VALOREM
ASSESSMENTS**

NOTICE DATE: JULY 03, 2024

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

GRACE JAMIE E
1204 Willow Creek Rd
Ocoee, FL 34761-1978

Parcel Tax ID: 082228881000900
Legal: TWIN LAKES MANOR 4/107 LOT 90
Address: 1204 WILLOW CREEK RD

* * * NOTICE TO PROPERTY OWNER * * *

Notice is hereby given by the City of Ocoee that a Code Enforcement Non-Ad Valorem Assessment will be levied on the above-described parcel on your next tax bill, in accordance with Section 197.3632, Florida Statutes, and Section 115-1 of the Code of Ordinances of the City of Ocoee.

The purpose of this assessment is to reimburse the City of Ocoee for costs incurred after abating or remedying the above-described parcel from a Code Enforcement violation that, after due notice and time to remedy the violation, the property owner, for whatever reason, failed or refused to remedy and has failed or refused to reimburse the City for the costs incurred during said abatement or remedy.

The Code Enforcement Non-Ad Valorem Assessment for the above-described parcel is **\$ 1171.50.**

A public hearing will be held at **6:15 pm or soon thereafter on Tuesday, August 06, 2024** in the City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida 34761 for the purpose of receiving public comment on the proposed assessment. You and other affected property owners have a right to appear at the hearing and to file comments or written objections with the City Commission within 20 days of this Notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

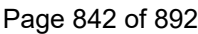
A copy of the Nuisance Abatement Ordinance is available online at www.ocoe.org and is available for inspection at the office of the City Clerk, located at 1 North Bluford Avenue, Ocoee, Florida.

The ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. Should you have any questions regarding the Code Enforcement Non-Ad Valorem Assessments please contact the Code Enforcement at (407) 905-3106, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The City of Ocoee, Florida (the “City”) hereby provides notice, in accordance with Section 197.3632, Florida Statutes, and Section 115-1 of the Code of Ordinances of the City of Ocoee, that a Code Enforcement Non-Ad Valorem Assessment will be levied, on the next tax bill, against any property within the incorporated area of the City, as shown in the adjacent map, that has failed or refused to reimburse the City for costs incurred during abating or remedying a Code Enforcement violation on that property.

If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.





Meeting Date: August 6, 2024
Item #: 19

Contact Name:
Contact Number:

Department Director:
City Manager: Robert Frank

Subject: Update and Request Direction on Review of the City's Wastewater Permit and Associated Lease with ZHA Incorporated (Owner's Rep Services RFP#23-005).

Background Summary:

The City Commission has long been clear about its goal to maintain a high quality 18-hole golf course, restaurant, and other typical appurtenances for the enjoyment of its residents. On March 3, 2020, the City Commission held a workshop to discuss the Forest Lake Golf Course, which is operated by a leaseholder (Forest Lake Golf Club, LLLP) on property owned by the City and which is included in the wastewater permit for the entire City. During that time, the operator (lessee) expressed interest in selling back the lease, and the City procured a professional business evaluation. The City's professional estimate in 2020 was significantly different from that of the Operator, and the City has since received several inquiries from parties interested in the lease; however, there were still items that needed evaluation in order to properly verify assignability and provide any interested party with accurate relevant information. In November 2023, the City Commission authorized ZHA Incorporated to conduct a study and review the status of the current lease and the wastewater permit, and provide recommendations for future consideration of proposals and guidelines for their evaluation. ZHA wishes to update the City Commission (see attachments) and request authorization necessary to complete the evaluation.

Issue:

Should the Honorable Mayor and City Commissioners authorize the City Manager, City Attorney, and Consultants to complete all actions necessary for the evaluation of the lease, permit, and all other analysis and correspondence for the above-referenced property?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the City Manager, City Attorney, and Consultants to complete all actions necessary for the evaluation of the lease, permit, and all other analysis and correspondence for the above-referenced property.

Attachments:

1. UPDATE - Analysis of Wastewater Treatment Plant Ground Lease and Permit Stipulations
2. Lease Wastewater Permit Info Request #1 0724 Update

Financial Impacts:

Type of Item: Regular

From: [Robert Utsey](#)
To: [Shadrix, Craig](#)
Cc: ardaman@fishbacklaw.com
Subject: UPDATE - Analysis of Wastewater Treatment Plant Ground Lease and Permit Stipulations
Date: Tuesday, July 30, 2024 4:50:54 PM
Attachments: [image004.png](#)
[Lease Wastewater Permit Info request #1 0724 update \(002\) \(002\).pdf](#)
Importance: High

Mr. Shadrix:

This is a status report on what we have been able to accomplish under ZHA's engagement by the City of Ocoee on November 7, 2023, and a request for the City's assistance. The scope of ZHA's engagement for the study and analysis of the Ground Lease with Forest Lake Golf Club and related wastewater permit is listed below:

- Review the ground lease and all documents modifying the lease. (completed)
- Review the permit and all documents modifying the permit. (completed)
- Review the maintenance records related to permit compliance. (incomplete)
- Review operations procedure manuals. (incomplete)
- Analyze the above and prepare a draft report addressing potential operational efficiencies. (partially drafted)
- Meet with City leadership to review the draft report observations and recommendations. (partially completed)
- Prepare a final report. (incomplete)

To date, we have reviewed the lease and wastewater permit and made multiple site visits to the golf course, including an in-person meeting with tenant's representatives, Ken Ezell and George Clifton, on December 18, 2023, and a site tour visit with Mr. Ezell some weeks thereafter. Further, we have played and observed the condition of the course, clubhouse, equipment, and other assets and aspects of the operation. On separate occasions since our engagement, specifically during said meetings with the tenant, we have requested the tenant to provide various documents, materials, reports, and other information pertinent to our engagement. Unfortunately, to date, the tenant has failed to comply with our requests and only partially delivered some of the requested documents and information. Accordingly, we hereby implore the City of Ocoee to compel the tenant to promptly deliver such information in order to provide us with the ability to fully complete our analysis. Thank you in advance for your cooperation. Attached to this email is a list of the due diligence items we originally requested from the tenant on December 13, 2023, along with the status of each item, highlighting a number of missing documents and information.

Best regards,

Robert Utsey

Robert Utsey

Principal

(407) 466-6746 cell

(407) 902-2561 office direct

Robert.Utsey@zhaintl.com



<https://link.edgepilot.com/s/0dbebf90/JXOC0uwl6EeUZoylU68sWg?u=http://www.zhaintl.com/>



Updated July 2024

December 13, 2023

Study of Lease and Wastewater Permit associated with Forest Lake Golf Course

Phase I Due diligence information request from Ocoee Golf LLC

The following information is requested to prepare for the evaluation of the lease agreement:

1. Organizational Chart – entire operation **Not provided** (NP)
2. Employees, Positions, Descriptions of duties, salaries by position **Not provided**
 - a. Golf maintenance
 - b. Golf operations
 - c. Food & Beverage Revenue 2023 \$646,782
 - d. Administration
3. Golf
 - a. Number of rounds Provided for 2023 only
 - b. Member rounds and green fees “ “ “
 - c. Guest rounds and average greens fees Not broken out
 - d. Number of annual revenue generating events \$1,923 for 2023
 - e. Average revenue for each event N/A
 - f. Membership types, number, prices if different levels Fees provided 2023
 - g. Carts Only provided revenue 2023
 - i. Type/brand **NP**
 - ii. Age of fleet **NP**
 - iii. Owned y/n **NP**
 - iv. Leased / expiration of lease **NP**
4. Administration
 - a. Software
 - i. POS system Tee Snap
 - ii. Accounting system Peachtree
 - iii. Payroll system Peachtree/internal
 - b. Financial statements for last 36 months **Not Provided**
 - i. By department with detail
 - c. Budget **Not provided**
 - d. Annual maintenance schedule **Not provided**
 - e. Annual maintenance records **Not provided**
 - f. Operations procedures manual **Not provided**



Meeting Date: August 6, 2024
Item #: 20

Contact Name:
Contact Number:

Department Director:
City Manager: Robert Frank

Subject: Update and Request Direction: Kurt Ardaman of the City Attorney's Office (Fishback Dominick) regarding City-owned property located at 10521 Clarcona Ocoee Road (Forest Lake Golf Course).

Background Summary:

Fishback Dominick will update the Mayor and Commission regarding information received (attached) from the Operator/Lessee of the City-owned property currently operated as the Forest Lake Golf Course, and recommend action.

Issue:

Should the City Commission authorize and direct the City Manager, Fishback Dominick (the City's law firm), and the City's consultants to evaluate and respond to the attached cover letter and purchase and sale agreement regarding the lease of City-owned real property located at 10521 Clarcona Ocoee Road (Forest Lake Golf Course).?

Recommendations:

Staff recommends the City Commission authorize and direct the City Manager, Fishback Dominick (the City's law firm), and the City's consultants to evaluate and respond to the attached cover letter and purchase and sale agreement regarding the lease of City-owned real property located at 10521 Clarcona Ocoee Road (Forest Lake Golf Course).

Attachments:

1. Cover Letter 06262024
2. Agreement for Purchase of Sale
3. Meet The Team Background

Financial Impacts:

Type of Item: Regular



LOGAN J. OPSAHL

Logan.opsahl@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6237 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



June 26, 2024

VIA HAND DELIVERY

Attn: Robert D. Frank
1 N. Bluford Avenue
Ocoee, FL 34761

Re: Ground Lease Agreement between City of Ocoee, as Lessor, and Forest Lake Golf Club; Notice of Proposed Assignment

To Whom it May Concern,

This law firm represents Forest Lake Golf Club, LLLP ("Forest Lake") in regard to that certain Ground Lease Agreement dated December 3, 1991, by and between City of Ocoee ("City"), as ground lessor, and Riverbend Golf Group, Inc., as ground lessee, as assigned to Forest Lake pursuant to that certain Ground Lease Assignment dated June 8, 1993, by and between Riverbend Golf Group, Inc., Forest Lake, and City, as amended (collectively, the "Ground Lease").

Pursuant to Section 6.1 of the Ground Lease, Forest Lake hereby provides notice to City of its intent to assign the Ground Lease. In accordance with Section 6.1(b) of the Ground Lease, Forest Lake respectfully requests that City provide, in writing, to Forest Lake, its decision to exercise its right of first refusal within sixty (60) days of receipt of this letter. Alternatively, if the City declines to exercise its right of first refusal, Forest Lake respectfully requests the City provide, in writing, to Forest Lake, such decision.

Included with this letter is the agreement between Forest Lake and the proposed assignee along with material relating to the proposed assignee's experience in the operation of golf courses and financial resources. Should the City request or require any additional information, Forest Lake will work in good faith to promptly provide same.

Thank you for your attention to this matter. Please feel free to contact my office with any questions.

Sincerely,

LOGAN J. OPSAHL



AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

FOREST LAKE GOLF CLUB, LLLP,

AS SELLER

AND

JA HOSPITALITY LLC,

AS BUYER

RELATING TO

FOREST LAKE GOLF CLUB

DATED AS OF

JUNE 25, 2024

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “**Agreement**”) is made and entered into this 25th day of June, 2024 (the “**Effective Date**”), by and between Forest Lake Golf Club, LLLP, a Florida limited liability limited partnership (the “**Seller**”) and JA Hospitality LLC, a Delaware limited liability company, or its assigns as permitted under Section 18 of this Agreement (collectively, the “**Buyer**”).

RECITALS:

WHEREAS, Seller owns a leasehold interest in that certain real property located in Orange County, Florida, as more particularly described on Exhibit A attached hereto (the “**Land**”), together with certain interests in and to the building, structures and improvements located on said Land, including without limitation, a public golf course commonly referred to as the “Forest Lake Golf Club”, including 18 holes of golf, practice facility, putting green, and driving range (collectively, the “**Ground Lease Improvements**”), pursuant to that certain Ground Lease Agreement dated December 3, 1991 by and between the City of Ocoee (“**Ground Lessor**”), as ground lessor, and Riverbend Golf Group, Inc., as ground lessee, as assigned to Seller pursuant to that certain Ground Lease Assignment dated June 8, 1993 by and between Riverbend Golf Group, Inc., Forest Lake Golf Club, LTD., and City of Ocoee (collectively, the “**Ground Lease**”); and

WHEREAS, Seller desires to convey all of its right, title and interest in the Property (as defined below) to Buyer and Buyer desires to purchase the Property from Seller upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sums as hereinafter described, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.

2. **AGREEMENT TO SELL AND CONVEY.** Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase all of Seller’s interests in and to the Ground Lease for the Purchase Price (as defined in Section 3 herein) and on the terms and conditions set forth herein, together with all of Seller’s right, title and interest, if any, in and to the following, to the extent transferable:

a. All and singular the rights and appurtenances pertaining to the Land, including, but not limited to, any right, title and interest of Seller in and to adjacent streets, roads, alleys, easements and rights-of-way (collectively, the “**Appurtenances**”);

b. All permits, approvals and licenses pertaining to the Land and Property (as defined below), including, without limitation, those necessary for the sale and on-premises consumption of food, liquor and other alcoholic beverages held by Seller, to the extent transferable and/or to the extent the parties obtain the consents necessary to effectuate such transfer (collectively, the “**Permits and Licenses**”);

c. All air or air space rights, all subsurface rights and all existing and future mineral rights and timber, citrus or other crops and vegetation relating to the Land (the “**Rights**”);

d. All water rights related to the Land, including, without limitation, all water and sewer connections, water wells and other sources of water, water contracts, irrigation systems and pumping facilities (the “**Water Rights**”);

e. All temporary and permanent improvements on the Land, including, but not limited to, a clubhouse,

grill/restaurant, pro shop, maintenance building, and cart building (the “**Improvements**”);

f. All written space leases (if any) pursuant to any subleases related to the Land, which Buyer elects to assume in accordance with the terms hereof (the “**Leases**”);

g. All contracts, service contracts, maintenance contracts, advertising contracts and any additional commitments or contracts executed in the normal course of business pertaining to the Land, which Buyer elects to assume in accordance with the terms hereof (the “**Contracts**”);

h. All advance reservation commitments, membership lists and membership documents related to the Land, provided, however, any membership deposits and/or initiation fees pertaining to same shall be treated in accordance with the terms set forth below (the “**Membership Documents**”);

i. All non-perishable food and beverage inventory, golf course inventory, merchandise inventory and pro shop inventory located on the Land (the “**Inventory**”);

j. All furniture, fixtures, tools, equipment, supplies, advertising and promotional materials, fixtures which are not deemed to be part of the realty comprising the Land, furnishings, maintenance equipment, machinery and all other items of tangible personal property located on and used in connection with the Land and owned by Seller (collectively, the “**Personal Property**”), but subject to any equipment leases, including but not limited to golf cart leases (the “**Equipment Leases**”), which Buyer elects to assume in accordance with the terms hereof;

k. All construction documents, design and engineering plans, marketing plans, drawings, renderings, warranties and guarantees, and insurance claims related to the Property (“**Plans**”);

l. All of Seller’s other rights, licenses, interests and properties pertaining to the Land, including, without limitation, all water and sewer connections, development rights, including any vested rights, concurrency rights, zoning rights, applications, submittals and site plan rights relating thereto (collectively, the “**Development Rights**”); and

m. Seller’s rights to the name “Forest Lake Golf Club” and other intangible assets or rights (including, without limitation, trade names) necessary or appropriate for the operation of the Land as a golf course under such name (the “**Intangible Personal Property**”).

All of the above-described Land, Appurtenances, Permits and Licenses, Rights, Water Rights, Improvements, Leases, Contracts, Membership Documents, Inventory, Personal Property, Equipment Leases, Plans, Development Rights and Intangible Personal Property are collectively referred to as the “**Property**”.

3. **PURCHASE PRICE.** Subject to all terms and conditions of this Agreement, Seller will sell the Property to Buyer, and Buyer will purchase the Property from Seller for the amount of Seven Million Five Hundred Thousand and 00/100 U.S. Dollars (\$7,500,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable as follows:

a. **Deposit.** Within two (2) business days after the Effective Date, Buyer shall deliver to Fidelity National Title Insurance Company (the “**Escrow Agent**”) a deposit in an amount equal to Two Hundred Twenty-Five Thousand and 00/100 U.S. Dollars (\$225,000.00) (the “**Initial Deposit**”). The “**Deposit**” herein shall mean, collectively, the Initial Deposit and the Extension Fee (defined herein), and all interest accrued thereon. The Deposit shall secure the obligations of Buyer hereunder and shall be held in a separate, segregated, federally insured, interest bearing escrow account by the Escrow Agent in accordance with the terms of this

Agreement. The interest accruing on the Deposit shall be for the benefit of Buyer. The Deposit shall be held, disbursed, and returned by Escrow Agent only in accordance with the terms and conditions of this Agreement.

b. Non-refundable. The Deposit shall be immediately returned by the Escrow Agent to Buyer upon demand of Buyer if Buyer terminates this Agreement during the Inspection Period. Buyer shall be entitled to the return of the Deposit after the expiration of the Inspection Period and prior to the Property Closing (as hereinafter defined) only in the event of a default by Seller or as otherwise expressly provided in this Agreement, including, but not limited to, failure of any of the Buyer's Conditions Precedent set forth in Section 21 herein. If Buyer terminates this Agreement for any reason other than a Seller default (in which even the Deposit is released to Buyer in accordance with this Agreement), then the Deposit shall be released to Seller. If Buyer closes, the Deposit shall be credited against the Purchase Price.

c. Cash. No later than noon on the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price by confirmed federal wire transfer of immediately available funds, subject to adjustments and prorations set forth herein.

4. **CLOSING DATE**. The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall be conducted by the Escrow Agent as a mail away closing, or held in such other place or in such other manner as may be agreed to by the parties, on or before the date which is thirty (30) days after the expiration of the Inspection Period (the "**Closing Date**"); provided, however, no later than three (3) days prior to the Closing Date, Buyer shall have the right to extend the closing beyond the Closing Date one (1) time for a period of thirty (30) days upon written notice and the payment to Seller of a non-refundable extension fee of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for the extension (the "**Extension Fee**"), which Extension Fee shall be credited against the Purchase Price at Closing as set forth above. Notwithstanding anything herein to the contrary, in no event will the Closing Date occur after the date that is ninety (90) days after the date of receipt, or deemed receipt, of the Ground Lessor's waiver of the Ground Lease ROFR (as defined below) or such later date approved by Ground Lessor in writing. The parties acknowledge and agree that Buyer may close on the Property at any time prior to the Closing Date provided that Buyer provides Seller with five (5) business days written notice of Buyer's intent to close and provided that (i) all of Seller's Conditions Precedent have been satisfied, and (ii) Seller is able to close on such date without violating any of its obligations under the WARN Act (as defined below).

5. **CONVEYANCE**. At the Closing, Seller shall convey Seller's interests in and to the Ground Lease to Buyer via an assignment and assumption of the Ground Lease (the "**Ground Lease Assignment**"), and the leasehold title to the Land will transfer from Seller to Buyer and will be subject only to the following matters (the "**Permitted Exceptions**"):

- a. A lien for real property taxes not yet due and payable;
- b. Conditions, restrictions, easements and covenants of record and all other matters of title respecting the Property which are accepted by Buyer pursuant to Section 6 below; and
- c. Matters affecting the condition of title to the Property created by or with the written consent of Buyer or otherwise permitted by the terms of this Agreement.

6. **TITLE INSURANCE COMMITMENT**.

a. No later than ten (10) business days after the Effective Date, Seller shall obtain a title insurance commitment applicable to the Property from Fidelity National Title Insurance Company (the "**Title Company**"), to issue a title insurance policy to Buyer (the "**Title Commitment**"), in the amount of the Purchase Price, together with copies of all documents evidencing the items indicated as specific exceptions to the Title Commitment. Buyer shall review the Title Commitment and notify Seller of its objections, if any, to any matters

affecting title to the Property (the “**Unpermitted Exceptions**”) within twenty (20) days after Buyer’s receipt of the Title Commitment. Seller shall have five (5) days from notification of any Unpermitted Exception(s) to elect via written notice to Buyer whether Seller will remedy or remove the Unpermitted Exceptions (the “**Seller Response**”). Failure of Seller to deliver such Seller Response to Buyer with respect to any Unpermitted Exception shall be deemed an election by Seller not to cure such Unpermitted Exception. If Seller does not elect to cure any Unpermitted Exception, Buyer shall have the option of terminating this Agreement by sending a notice of termination to Seller within five (5) days from receipt of the Seller Response (or Seller’s deemed response) that the Unpermitted Exception cannot or will not be cured, but in any event prior to the expiration of the Inspection Period. If Seller elects in its Seller Response to cure any Unpermitted Exception, Seller agrees that it will use its good faith diligent efforts to remove or make acceptable to Buyer such Unpermitted Exception prior to Closing. If Seller is unable, after good faith diligent efforts, to cure any such Unpermitted Exception, then Seller shall notify Buyer in writing as soon as reasonably possible. However, in the event Seller is unable to cure any Unpermitted Exception that Seller has elected to Cure, Buyer shall have the option of terminating this Agreement by sending a notice of termination to Seller within five (5) days from receipt of notice that the Unpermitted Exception cannot or will not be cured. Failure by Buyer to timely send any notice of termination pursuant to this Section 6(a) shall be deemed Buyer’s acceptance of the Unpermitted Exception, in which event such Unpermitted Exceptions shall be deemed Permitted Exceptions. If Buyer elects to terminate this Agreement pursuant to this Section 7(a), Escrow Agent shall return Buyer’s Deposit and this Agreement shall terminate and be of no further force and effect and the parties hereto shall have no further obligation under this Agreement, except for Buyer’s obligations under the Inspection Indemnity.

b. Notwithstanding anything to the contrary in this Agreement, in the event that the Land is encumbered by any monetary liens that are (i) voluntarily created by Seller, or (ii) that are created by through, or under Seller (but not voluntarily by Seller) and do not exceed \$100,000 in the aggregate, then Seller shall have an affirmative obligation to remove same on or before Closing. At Closing, Seller agrees to use a portion of the purchase proceeds to pay off any existing financing of Seller encumbering the Property, and if any amount in excess of the purchase proceeds is required to pay off such financing, to pay such additional amount from other funds of Seller, and Seller will cause the applicable lender to issue a release in the ordinary course of business.

c. Seller shall not at any time amend or modify any recorded documents encumbering the Land, enter into any new encumbrance affecting title to the Property, grant any lien, mortgage or other encumbrance of any of the Property, or convey any interest in any portion of the Property, including, without limitation, any easement or right-of-way, to any public or private person or entity, in each event to the extent that such encumbrance will affect the Property after Closing, without the prior written consent of Buyer, except as expressly permitted by this Agreement. Promptly after the Closing, the Title Company shall deliver to Buyer an ALTA Owner’s Title Policy issued pursuant to the Title Commitment (the “**Title Policy**”), which shall update the status of record title of the Property to the Closing Date, be subject only to the Permitted Exceptions, and delete the gap period exception.

7. SURVEY AND ENVIRONMENTAL.

a. Survey: During the Inspection Period, Buyer may, at its sole cost and expense, procure a survey (or update of Seller’s current survey) of the Property prepared by a surveyor acceptable to Buyer (the “**Survey**”) in a form sufficient to delete the standard survey exception from the Title Commitment and certifying that such Survey was prepared in accordance with ALTA or the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapters 5J-17 of the Florida Administrative Code and Section 472.027 of the Florida Statutes, at Buyer’s option. The Survey shall, at Buyer’s option, also contain such other matters as are required by the Title Company.

b. Environmental: During the Inspection Period, Buyer may procure at its sole cost and expense, a

Phase I Environmental Audit of the Property prepared in accordance with ASTM Standards E-1527-93. Buyer shall be entitled to review and either accept or reject the Phase I Environmental Audit at any time during the Inspection Period. If Buyer rejects the Phase I Environmental Audit during the Inspection Period, Buyer's sole remedy shall be to terminate this Agreement prior to the expiration of the Inspection Period and receive a return of the Deposit, and the parties shall have no further duties or obligations under this Agreement, except for Buyer's obligations under the Inspection Indemnity.

8. COSTS AND EXPENSES, CONTINGENCY FEE AND PRORATIONS.

a. Seller's Closing Costs and Expenses: Seller shall pay the following costs and expenses:

- i. All documentary stamp and transfer taxes due on the Ground Lease Assignment, if applicable;
- ii. Any expenses related to clearing Unpermitted Exceptions that Seller has elected to cure;
- iii. The title premium and expenses for title commitment, title search, and Title Policy;
- iv. One-half of all escrow fees charged by the Escrow Agent;
- v. All recording costs for the deed;
- vi. One-half of Broker's commissions to the Broker, not to exceed \$75,000.00;
- vii. Any and all sales tax due on the operation of the business at the Property (and specifically excluding any sales tax applicable to the transactions contemplated by this Agreement), accruing prior to the Closing Date; and
- viii. Seller's share of prorations.

b. Buyer's Closing Costs and Expenses: In addition to any specific costs set forth herein to be paid by Buyer, Buyer shall pay for the following costs and expenses:

- i. The cost of any title endorsements;
- ii. One-half of Broker's commissions to the Broker;
- iii. All costs for the Survey;
- iv. All costs of Buyer's Phase I;
- v. One-half of all escrow fees charged by the Escrow Agent;
- vi. Buyer's share of prorations.

c. Prorations:

- i. Taxes and Assessments: All non-delinquent general real estate taxes on the Property will be prorated as of the Cut-Off Time based on the actual current tax bill. If the Closing takes place before the real estate taxes are fixed for the tax year in which the Closing Date occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year based upon the maximum discount allowed. The

parties agree to re-prorate the taxes at the request of either party within 30 days of issuance of the tax bill(s) for the current year. All delinquent taxes and all delinquent assessments, if any, on the Property, and all interest and penalties due in connection therewith, will be paid by Seller at Closing, subject to the terms of the Ground Lease.

- ii. Special Assessments: All special assessments, including any installments thereof, relating to the Property that are due and payable as of the Cut-Off Time, shall be paid by Seller, subject to the terms of the Ground Lease.
- iii. Rents: If there are any Leases of the Property, all rents which are actually received by Seller as of the Closing Date will be prorated. Delinquent rents and rents not paid by the Closing Date will not be prorated and Seller can continue to collect such rents (and Buyer will continue to bill for such unpaid rents in the ordinary course of business). Rents allocable to the period prior to Closing Date will be the property of Seller and rents allocable to the period from and after the Closing Date will be the property of Buyer. All rents collected by Buyer after Closing will be applied first to current rents due and payable and next in satisfaction of the oldest accrued rent.
- iv. Utilities: Seller will notify all utility companies servicing the Property of the transfer of the Property, pursuant to the sale of Property, to Buyer and will request that such companies send Seller and the Title Company a final bill for the period ending on the day prior to the Closing Date or the nearest possible date prior thereto. Buyer will notify the utility companies that all utility bills for the period commencing on the Closing Date are to be sent to Buyer. Seller shall receive a return of all utility deposits paid by Seller and Buyer shall arrange for substitute deposits with the utility companies as may be required. If following the Closing Date either Buyer or Seller receives a bill for utilities or other services provided to the Property for the period in which the Closing Date occurred, Buyer and Seller will equitably prorate the bill.
- v. Trade Payables. Trade payables shall mean (for all purposes) under this Agreement open accounts payable to trade vendors or suppliers of the Property and all related facilities. Seller agrees to pay all trade payables which are due and owing as of the Cut-Off Time. With respect to trade payables that are not yet due and payable as of the Cut-Off Time but which have accrued and relate to that period on or prior to the Cut-Off Time, Buyer shall receive a credit against the Purchase Price in the amount of such payables as of the Closing (to the extent invoices therefor are in Seller's possession or amounts are known as of the Closing) and Buyer shall be obligated to pay such payables if and to the extent it has received a credit from Seller at Closing. Buyer agrees to pay all trade payables from the Property which accrue and relate to that period after the Cut-Off Time, including any payables for supplies ordered before Closing in the ordinary course of business but delivered to the Property on or after the Closing Date.
- vi. Membership Dues: All prepaid membership monthly and annual dues under the Membership Documents shall be prorated as of the Cut-Off Time, and Buyer shall receive a credit for same; provided, however, that the foregoing shall not include the special membership fee offered to City of Ocoee residents (the "Resident Dues"), which Resident Dues collected prior to Closing shall be retained in full by Seller and shall not be prorated at Closing.
- vii. General Operating Income and Expenses: Except as set forth herein, the parties acknowledge and agree that pre-paid expenses, passes, rain checks, credits, range fees, and

complimentary cards and passes shall be prorated as of the Cut-Off Time. Notwithstanding the foregoing or anything herein to the contrary, all handicap fees paid prior to Closing shall be retained by Seller and shall not be prorated at Closing. Any prepaid amounts for the Equipment Leases and Contracts shall be prorated, and Seller shall receive a credit for such items. Seller shall remain liable for all accounts payable that accrued and relate to the period prior to the Cut-Off Time, and Buyer shall be liable for all accounts payable that accrue and relate to the period from and after the Cut-Off Time.

- viii. Outing/Banquet Deposits: Buyer shall receive a credit for all prepaid deposits for any tournaments, outings, banquets and other reservations of the Property (the "**Outing/Banquet Deposits**"), solely pertaining to any events occurring after Closing, unless such Outing/Banquet Deposits are transferred to Buyer at Closing.
- ix. Accounts Receivable: There shall be no proration for Seller's accounts receivable, and Seller shall be entitled to all amounts collected for such accounts receivable following the Closing. Regardless of payee designation, all payments received on account by Buyer or Seller from a party who has an outstanding account receivable shall be presumed to first go to the oldest accounts receivable amount. Seller may exercise any and all efforts to collect delinquent accounts receivable, at Seller's sole cost and expense, provided, however that Seller shall comply with the terms of the Membership Documents and accounts receivable procedure. Buyer will reasonably cooperate, at no out-of-pocket expense to Buyer, with Seller's efforts to collect any accounts receivable, including billing in the ordinary course of business, provided that to the extent Buyer receives any Seller's accounts receivables after the Closing Date, Buyer shall, within fifteen (15) days, deliver all such amounts to Seller on a monthly basis for the ninety (90) day period following Closing. Notwithstanding the foregoing, Seller and Buyer agree that Buyer shall have no obligation to pursue any collection efforts or actions in connection with Seller's accounts receivable.
- x. Gift Certificates and Credits: Buyer shall (i) honor the outstanding gift certificates or tournament credits issued by Seller that entitles the holder or bearer thereof to a credit (whether in a specified dollar amount or for a specified item) to be applied against the usual charge for rounds, meals and/or goods and services at the Property (collectively, "**Gift Certificates**") and shall assume all liability, if any, for the outstanding Gift Certificates as of the Closing Date regardless of any purported expiration; (ii) receive a credit against the Purchase Price payable at Closing in an amount equal to fifty percent (50%) of the face value of any Gift Certificates outstanding as of the Cut-Off Time that were issued after July 31, 2018, and (iii) indemnify, defend and hold Seller harmless from and against all claims, liabilities, costs and expenses arising out of the Gift Certificates from and after the Closing Date.
- xi. Insurance: Insurance, if any, carried by Seller on the Property shall be terminated at Closing, and Buyer shall be solely responsible for acquiring insurance coverage on the Property.
- xii. Employees: Seller shall, at Closing or thereafter in accordance with applicable law, separately pay all compensation, salaries, bonuses and incentive compensation to

employees in accordance with Seller's existing policy for such items for the period prior to the Closing Date.

- xiii. Inventory. The Inventory shall be conveyed to Buyer as part of the Purchase Price and Seller shall receive no additional credit for same.
- xiv. Method of Proration: All prorations will be made as of 11:59 p.m. of the day before Closing (the "**Cut-Off Time**"), based on a 365 day year or a 30 day month, as applicable, with Seller retaining all income and revenue and paying all expenses accrued as of said date. The parties agree to promptly readjust the prorations after Closing as and when complete and accurate information becomes available, if such information is not available at the Closing, and a statement to that effect is to be set forth on a closing settlement statement. Seller and Buyer agree to make such adjustments no later than sixty (60) days after Closing.
- xv. Survival: The provisions of Section 8 shall survive the Closing.

9. INSPECTION, SOIL TESTS. ENGINEERING STUDIES AND USE

a. Access to Sale Property: From and after the Effective Date, Buyer, its counsel, accountants, agents and other representatives (collectively, "**Buyer's Representatives**") shall have continuing access to the Property and all parts thereof with at least forty-eight (48) hours' notice to Seller, as well as to all relevant documents and records of Seller as they relate to the title, physical condition, development and management of the Property, at reasonable times and from time to time. Said access rights shall be subject to the following terms and conditions:

- i. Buyer covenants not to unreasonably interfere with Seller's operation of the Property, and to exercise said rights in the least intrusive manner.
- ii. Any inspections, studies or tests shall be conducted by Buyer in accordance with standards customarily employed in the industry and in compliance with all Laws.

Buyer's Representatives shall have the right to make such inquiries of governmental agencies, utility companies, title companies, surveyors, environmental consultants, and other like parties and to make such feasibility studies and analyses as is reasonably appropriate without obtaining any approval from Seller, provided that Buyer shall not perform a Phase II Environmental Site Assessment or any invasive testing of the Property without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Prior to Closing, Buyer covenants that Buyer and Buyer's Representatives will not, subject to the following sentence, meet with or disclose the existence of this Agreement or the terms hereof to any of Seller's employees, members, guests or invitees without Seller's prior written approval, except that Buyer's Representatives are permitted to speak, with Seller present if Seller so elects, with John Viera and Tommy Heard regarding the operation of the Property. After the expiration of the Inspection Period, Buyer and Buyer's Representatives may schedule interviews and meetings with Seller's employees upon two (2) business days' prior notice to Seller, provided that Seller shall have the right to be present at all such interviews and meetings.

b. Inspection Period/Right of Termination:

- i. From the Effective Date through and including the date that is sixty (60) days after the Effective Date (the "**Inspection Period**"), Buyer may elect and shall have the right to terminate and cancel this Agreement for any or for no reason whatsoever, by giving Seller

and the Escrow Agent written notice thereof in accordance with Section 15 prior to the expiration of the Inspection Period, whereupon (a) the Deposit shall be returned by the Escrow Agent to Buyer; and (b) except as otherwise hereafter provided in Section 9(d), the parties shall thereupon be relieved of any and all further responsibility hereunder, and neither party shall have any further obligations to the other.

- ii. If Buyer fails to timely deliver to Seller written notice of its election to terminate this Agreement prior to the expiration of the Inspection Period, then Buyer shall be deemed to have approved the condition of the Property and shall, thereupon, be obligated to purchase the Property pursuant and subject to the terms and conditions of this Agreement, including without limitation, Section 9(d) hereof.

c. Delivery of Copies: Within three (3) Business Days after the Effective Date, Seller will provide Buyer, to the extent available and in its actual possession or control, the materials listed on Exhibit B attached hereto, and thereafter such other documents and information as Buyer may reasonably request (the “**Due Diligence Materials**”). The costs of Buyer’s due diligence, including any third party reports, will entirely be paid by Buyer. The parties acknowledge and agree that all requests for additional information must be made through Kenneth Ezell.

d. Inspection Indemnity: Notwithstanding anything to the contrary contained in this Agreement, Buyer shall:

- i. Promptly pay or cause to be removed any liens filed against any of the Property as a result of any actions taken above by or on behalf of Buyer;
- ii. Promptly repair and restore the Property and all improvements thereon to the same condition existing immediately prior to the conduct of Buyer’s, or any Buyer’s Representative’s, entry thereon; and
- iii. Indemnify, defend and hold Seller harmless from and against all claims, damages or losses incurred on the Property and to anyone on the Property as a result of the entry onto the Property or inspections of the Property by Buyer or any of its agents, representatives or contractors, or any persons performing inspection activities or other activities on its behalf.
- iv. Notwithstanding the foregoing, Buyer shall not be liable for (a) any loss, liability cost or expense to the extent arising from or related to the negligence or intentional misconduct of Seller, or its agents or consultants, or (b) any diminution in value in the Property arising from or relating to matters merely discovered by Buyer (but not caused or exacerbated by Buyer, its agents or consultants) during its investigation of the Property.
- v. This Section 9(d) is herein referred to as the “**Inspection Indemnity**”. The terms and provisions of this Inspection Indemnity shall survive any termination of this Agreement.

e. Assumed Contracts: The parties acknowledge and agree that Buyer shall be provided within five (5) business days of the beginning of the Inspection Period with copies of all of Seller’s Leases, Equipment Leases and Contracts as part of Buyer’s due diligence. Buyer shall review said Leases, Equipment Leases and Contracts during the Inspection Period. Buyer shall assume only those Leases, Equipment Leases and Contracts on Schedule 9(e) hereof (collectively, the “**Assumed Contracts**”) and Seller shall terminate all other Leases, Equipment Leases and Contracts on or prior to Closing at Seller’s sole cost and expense, unless Buyer directs Seller otherwise prior to the expiration of the Inspection Period. Notwithstanding anything herein to the contrary, Seller shall have no obligation to terminate, and at Closing, Seller will assign to Buyer and Buyer will

assume, as part of the Assumed Contracts, any Leases, Equipment Leases and Contracts which are not terminable by Seller prior to Closing without the requirement to pay any fee or penalty.

10. COVENANTS AND REPRESENTATIONS OF SELLER. Seller hereby represents, warrants and covenants to Buyer, as of the date of this Agreement, the following:

a. Authority: Seller is a limited liability limited partnership, duly organized and validly existing under the laws of the State of Florida and is properly qualified to do business in Florida. Seller has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been authorized and approved by Seller, and this Agreement constitutes the valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. The persons executing this Agreement on behalf of Seller have full authority to execute this Agreement and all other documents required by this Agreement on behalf of Seller.

b. Ancillary Agreements: This Agreement will not violate any provisions of any agreement or other instrument to which Seller is a party.

c. Title. Seller holds leasehold title in and to the Land, free and clear of all mortgages, claims, liens, charges and encumbrances except for the Permitted Exceptions and those that will be satisfied at Closing by Seller.

d. Condemnation: Seller has not received written notice of, and has no actual knowledge of, any pending condemnation or similar proceeding affecting any portion of the Property.

e. Compliance. Seller has not received written notice that the Property is in violation of any zoning, building, environmental health, handicap facility requirement, fire, water use, or similar statute, ordinance, law, regulation that has not been cured.

f. Litigation: There are no disputes, actions, lawsuits, or proceedings, pending or to Seller's knowledge, threatened in writing, before any judicial body, or any governmental or quasi-governmental authority, against Seller relating to or arising out of the ownership of the Property, or any portion thereof, nor has Seller received any written notice advising of same.

g. Employees: Seller shall terminate or cause to be terminated (if they are employees of Seller) the employment of the onsite employees involved in the operation of the Property effective as of the Closing Date. Seller shall pay or cause to be paid, to the terminated employees pursuant to Seller's employee policies, or applicable federal, state or local laws accrued through the Cut-Off Time, including but not limited to any vacation pay, sick time pay, comp time or other compensation. Seller shall indemnify and hold Buyer harmless for any claims made by Seller's employees for the amounts set forth in the preceding sentence, which indemnification shall survive the Closing. After the expiration of the Inspection Period, Seller acknowledges that Buyer will have the right to interview employees in accordance with Section 9(a).

h. Membership Documents: Exhibit C is a true and complete list of all members of the Property subject to membership agreements. To Seller's knowledge, true, correct and complete copies of all of the Membership Documents have been made available to Buyer for Buyer's review, which Membership Documents are in full force and effect. There are no lifetime memberships or refundable memberships related to the Property and no refundable membership deposits, initiation fees or other fees collected or are owed with respect to the Property.

i. Barter Agreements: Other than those listed on Exhibit D attached hereto, Seller represents and covenants that Seller has not entered into any barter agreements or similar agreements and/or agreements of

any kind, whether oral or written, that allow any person or entity any access, use rights or entitlements to all or any portion of the Property in exchange for goods and services.

j. Leases: Attached hereto as Exhibit E is a list of all of Seller's Leases related to the Property. Copies of all Leases have been delivered to Buyer as part of the Due Diligence Materials. There are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Property in effect other than the Leases and the Permitted Exceptions. The rentals and other charges set forth on Exhibit E are the current rentals and other charges applicable under the Leases. None of the rents or other amounts now or hereafter payable under the Leases have been assigned, pledged or encumbered under any document that will remain in effect after Closing. The current lease term for each of the Leases is as set forth on Exhibit E. Except as otherwise set forth on Exhibit E: (i) no rents now or hereafter payable under the Leases have been prepaid for more than one (1) month in advance; and (ii) Seller has not received written notice that any of the Leases are not in full force and effect or that Seller is in default thereunder.

k. Contracts and Equipment Leases: Attached hereto as Exhibit F is a list of all of Seller's Contracts related to the Property and attached hereto as Exhibit G is a list of all of Seller's Equipment Leases related to the Property. Copies of all Seller's Contracts and Equipment Leases have been delivered to Buyer as part of the Due Diligence Materials. As of the Effective Date, Seller has not received any written notice that any of the Contracts and Equipment Leases are not in full force or that Seller is in default thereunder.

l. Employment: Seller has not received written notice that Seller is not in compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices. None of Seller's employees are members of any union or are subject to any collective bargaining agreement (with respect to the Property). To Seller's knowledge, Seller is in compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices. Seller is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

m. Rights of First Refusal: Except for Ground Lessor's right of first refusal set forth in the Ground Lease (the "**Ground Lease ROFR**"), Seller has not granted any options, rights of first refusal, rights of first offer or any other rights in favor of third parties with respect to the Property or any interest therein nor, to Seller's knowledge, do any other unexpired rights exist in favor of third persons to purchase or otherwise acquire the Property or any interest therein.

n. Permits and Licenses: Seller has not received written notice that Seller is not in compliance in all material respects with all conditions of the Permits and Licenses or that the Permits and Licenses are not in full force and effect. To Seller's knowledge, Seller is in compliance in all material respects with all conditions of the Permits and Licenses, and to Seller's knowledge, the Permits and Licenses are in full force and effect.

o. Financial Records: The financial records provided by Seller to Buyer, or which may be provided, including, but not limited to, balance sheets and income statements are true, correct and complete in all material respects, and that they accurately reflect the financial operations of the Property for the period stated in all material respects.

p. Personal Property: The Personal Property is owned by Seller free and clear of all liens and encumbrances (other than the Equipment Leases), or Seller will pay and discharge same in full on or before the Closing Date.

q. Inventory: All Inventory consist of a quality and quantity usable and, with respect to finished goods, saleable, in the ordinary course of business. All Inventory (other than goods in transit) related to the Property are located on the Land.

r. Environmental: Seller has not received written notice from any governmental authority of any violations or condition that, with the passage of time or notice to the appropriate governmental agency, would constitute a violation of any Environmental Law or of any pending or threatened legal action under the authority of any Environmental Law or related to the release or threatened release of or exposure to any Hazardous Substance. Seller has not received any written notice from any governmental authority that it is or may be liable for the release or threatened release of any Hazardous Substances in connection with the operation of the Property or its occupancy of the Property, nor has Seller received written notice from any governmental authority of any alleged or actual failure of Seller in connection with the operation of the Property to comply in any material respect with applicable Environmental Laws.

s. OFAC: Neither Seller nor any of its affiliates or constituents nor any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (“**Anti-Terrorism Order**”) or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. Neither Seller nor any of its affiliates or constituents nor any brokers or other agents of same, (x) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department’s Office of Foreign Assets Control list of restrictions and prohibited persons, or (y) are a person described in section 1 of the Anti-Terrorism Order, and neither Seller nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person.

t. Seller has not received written notice of any uncured failure to perform all of its obligations under the Ground Lease, nor to Seller’s knowledge is Ground Lessor in default under the Ground Lease. To Seller’s knowledge, the Ground Lease is valid and in full force and effect in accordance with its terms. Seller has provided Buyer with true, correct and complete copies of the Ground Lease prior to the Effective Date.

u. Knowledge: For the purposes of this Agreement, Seller’s “knowledge” or “actual knowledge” shall mean the actual knowledge of Kenneth Ezell, with no duty of inquiry or investigation, and without taking into account any constructive or imputed knowledge.

v. Changed Circumstances.

- i. Seller or Buyer, as applicable, shall give written and electronic notice to the other party within five (5) business days of the date such party becomes aware of a breach of any Seller’s representation or warranty in this Section 10 or any change in information, facts or circumstances which would render any Seller’s representation or warranty untrue and as

a result thereof materially adversely affects the current use or value of the Property (the "**Representation Notice**"). Such Representation Notice shall provide sufficient detail of the alleged matter and include relevant documentation supporting the claim described in the Representation Notice.

- ii. Subject to the provisions of Section 10(v)(iii), Seller shall have a period of ten (10) business days after receipt or delivery (as applicable) of any such Representation Notice to attempt (without any obligation to do so) to render such representation or warranty materially true and correct (the "**Representation Cure Period**"). If Seller is unable to render any such representation or warranty materially true and correct within said Representation Cure Period, then the same shall not constitute a default by Seller hereunder unless the failure of the representation or warranty is caused by actions taken by Seller that would otherwise constitute a default under this Agreement or was knowingly untrue when made, and Buyer shall, within three (3) business days after expiration of said period (or the earlier of delivery of a written notice from Seller stating that Seller will be unable to render such representation or warranty materially true and correct), as its sole and exclusive remedy, elect in writing to Seller to either: (i) terminate this Agreement, receive a refund of the Deposit (and exercise all rights and remedies to Buyer in accordance with Section 14 herein to the extent the reason for the failure of the representation or warranty is as a result of a Seller default hereunder or was knowingly untrue when made), in which case this Agreement shall terminate and the parties shall have no further obligations hereunder except with respect to those matters that survive termination thereof; or (ii) proceed to Closing notwithstanding the breach of such representation and warranty without any reduction of the Purchase Price. If Buyer fails to make any election within the said three (3) business day period, Buyer shall be deemed to have elected the option in clause (ii) above. If Buyer elects (or is deemed to have elected) the option to proceed to Closing, such election (or deemed election) shall be deemed a waiver by Buyer of Seller's breach of such representation and warranty and Buyer may not maintain any action against any Seller on account of such breach. If the Representation Cure Period extends beyond the Closing Date, the Closing Date will be extended to a date which is five (5) days after the expiration of the Representation Cure Period.
- iii. Notwithstanding anything to the contrary set forth herein, Buyer shall have no right to terminate this Agreement (except prior to the expiration of the Inspection Period), pursue any claim for damages, including but not limited to any claim under Section 14 hereof, or receive any credit at Closing as a result of:
 1. changes after the Effective Date to the litigation representation set forth in subsection (f) above to reflect any additions or deletions for third party personal injury or third party property damage claims which are covered by insurance;
 2. actions that any Seller is permitted to take pursuant to this Agreement;
 3. any breach of any Seller's Representation which does not materially adversely affect the current use or value of the Property; or
 4. any information, fact or circumstance known by Buyer which was first discovered by Buyer prior to Closing and with respect to which Buyer did not timely deliver a Representation Notice to Seller.

w. Survival: The foregoing representations and warranties shall survive the Closing for ninety (90)

days from the Closing Date (the “**Survival Period**”).

11. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer covenants, represents and warrants to Seller the following:

a. Buyer is a limited liability company, duly organized and validly existing under the laws of the State of Delaware and is properly qualified to do business in Florida. Buyer has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been authorized and approved by Buyer, and this Agreement constitutes the valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. The person executing this Agreement on behalf of Buyer has full authority to execute this Agreement and all other documents required by this Agreement on behalf of Buyer.

b. This Agreement will not violate any provisions of any agreement or other instrument to which Buyer is a party.

c. Buyer covenants to take all such actions and make all such filings as are necessary to transfer the liquor license for the Property (the “**License**”) from Seller to Buyer. Seller agrees to reasonably cooperate with Buyer, at no material cost to Seller, in order to effect an orderly transfer of the License to Buyer prior to Closing. The parties acknowledge and agree that Seller shall receive a credit against the Purchase Price for all deposits associated with the License, to the extent the License is actually transferred to Buyer at Closing. Buyer acknowledges and agrees that Buyer shall be responsible for all costs associated with the transfer.

d. Neither Buyer nor any of its affiliates or constituents nor any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (ii) in contravention of Anti-Terrorism Order or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. Neither Buyer nor any of its affiliates or constituents nor any brokers or other agents of same, (x) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department’s Office of Foreign Assets Control list of restrictions and prohibited persons, or (y) are a person described in section 1 of the Anti-Terrorism Order, and neither Buyer nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person.

e. The foregoing representations and warranties shall survive the Closing for the Survival Period.

12. COVENANTS. Between the Effective Date and Closing hereunder:

a. Seller shall not, without the prior written consent of Buyer, materially alter the physical condition of the Property, such as, without limitation, the removal therefrom of soil or the making of any voluntary changes or alterations to the Improvements thereon, excluding however, alterations required due to a casualty, act of God or governmental authority, routine maintenance and alterations in the ordinary course of business.

b. Promptly after the receipt thereof by Seller, Seller shall deliver, or cause to be delivered, to Buyer a copy of any tax bill, notice or statement of value, notice of change in the tax rate effecting or relating to the Property, notice or claim of any violation from any governmental authority or notice of any taking, affecting or relating to the Property.

c. Following the expiration of the Inspection Period, Seller shall not enter into any contract for or on behalf of or affecting the Property (including, but not limited to, any lease) that will be binding on Buyer after Closing without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

d. Seller shall continue to operate the Property in the ordinary course consistent with practices and procedures in effect as of the Effective Date, including without limitation by maintaining levels of supplies, consumables and inventories consistent with seasonally-adjusted past practices, and terminating, modifying and entering into new contracts and leases in the ordinary course of business, except as limited by Section 12(c) above. Seller shall provide Buyer of prompt written notice of and a copy of any new contract, lease or amendment entered into after the Effective Date.

e. Seller shall use commercially reasonable efforts to preserve its relationships with customers, suppliers and others having business dealings with Seller, including but not limited to, performing normal upkeep and maintenance in accordance with Seller's past practices (including fertilization, aerification, overseeding, pesticide application, etc.).

f. Seller shall not remove any Personal Property included as part of the Property from the Property, except obsolete items in the ordinary course of business, unless the same is replaced with similar items of at least equal quality prior to the Closing.

g. Seller shall notify Buyer promptly upon obtaining knowledge of the institution of foreclosure proceedings or the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof.

h. Seller shall keep in effect through the Closing all current casualty, liability and other policies of insurance relating to the Assets or the operation, maintenance or management thereof, or reasonably equivalent policies in the event of expiration of current policies.

i. Seller shall maintain the Permits and Licenses in full force and effect and shall not take any action or permit any action to be taken which will invalidate, suspend or terminate the Permits and Licenses and/or any of Seller's rights thereunder.

j. Seller shall not increase the amount of any wages, salaries and/or other compensation or benefits payable to and/or provided to any employees or independent contractors subsequent to the Effective Date, other than those that are contractually obligated to be provided and excluding reasonable discretionary raises and bonuses provided in the ordinary course of operations. Seller shall terminate or cause to be terminated the employment of the onsite employees involved in the operation of the Property effective as of the Closing Date. Seller shall pay or cause to be paid, to the terminated employees any pay due pursuant to Seller's employee policies, or applicable federal, state or local laws accrued through the Closing Date. Seller shall comply with all applicable provisions of the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"). To the extent applicable, Buyer will offer to hire at least that number or percentage of the individuals employed at the Property, and upon such terms, so as to avoid applicability of the WARN Act. At least ten (10) days prior to Closing, Buyer shall notify Seller of any employee to whom Buyer does not offer employment or who declines Buyer's offer of employment.

k. Within five (5) business days after the Effective Date, Seller shall request from Ground Lessor in writing (the “**Ground Lessor Consent Request**”) Ground Lessor’s waiver of the Ground Lease ROFR and Ground Lessor’s consent to the Ground Lease Assignment, which Ground Lessor Consent Request shall include that Ground Lessor agree in writing that, notwithstanding anything in the Ground Lease to the contrary, the Closing under this Agreement may take place at any time within one hundred fifty (150) days after the date of delivery of Ground Lessor’s waiver of the Ground Lease ROFR and Ground Lessor’s consent to the Ground Lease Assignment. Buyer shall use commercially reasonable efforts to negotiate the Ground Lessor’s consent with Ground Lessor.

l. Seller shall not enter into any new ground lease, or terminate or amend or grant a consent under the Ground Lease, without the prior written approval of Buyer, which approval may be withheld in Buyer’s sole and absolute discretion after the Effective Date.

13. REQUIREMENTS FOR CLOSING. The following documents shall be delivered on or prior to Closing:

a. By Seller:

- i. A Ground Lease Assignment, duly executed and acknowledged by Seller and in recordable form, conveying Seller’s interest in the Ground Lease to Buyer, and consented to by Ground Lessor, together with a quit-claim deed to the Improvements, duly executed and acknowledged by Seller conveying Seller’s interest in the Improvements and the Appurtenances and Rights appurtenant thereto to Buyer (the “**Ground Lease Deed**”).
- ii. A memorandum of the Ground Lease Assignment, duly executed and acknowledged by Seller as to the Ground Lease and in recordable form (the “**Memorandum of Ground Lease Assignment**”).
- iii. A bill of sale and general assignment executed by Seller, assigning and conveying all of Seller’s right, title and interest, if any, in and to the Personal Property, Water Rights, Development Rights, Plans and Inventory to Buyer (the “**Bill of Sale**”).
- iv. A Certificate of Exemption (FIRPTA Affidavit).
- v. A Certification of Seller’s Representations and Warranties affirming that all of Seller’s representations and warranties as provided herein are true and correct as of the date of Closing, subject to any modification as set forth in a Representation Notice that has not been cured.
- vi. An Owner’s Affidavit addressed to the Title Company, in sufficient form and substance so as to allow the Title Company to remove the mechanic’s lien exception, gap exception and parties in possession exception (subject to any parties in possession as set forth in the Leases, Contracts and Permitted Exceptions) from the Title Policy with respect to the Property.
- vii. A resolution for Seller setting forth the names and signatures of all members of Seller that will execute Seller’s closing documents, and such other documents relating to Seller as are reasonably required by the Title Company in connection with this transaction.
- viii. An assignment and assumption of Seller’s right, title and interest, if any, in and to all Membership Documents, but specifically excluding any liability or obligation related to any refundable membership deposits or initiation fees.

- ix. An assignment and assumption of all Seller's right, title and interest, if any, in and to all Licenses and Permits and Assumed Contracts.
- x. Deliver evidence of the termination of any and all other Leases, Equipment Leases and Contracts, except the Assumed Contracts.
- xi. An agreement between Seller and Buyer, in form approved by the parties during the Inspection Period, providing that so long as the Property is owned by Buyer and used for the operation of a golf facility, Kenneth Ezell and those certain family members listed on Schedule 1 attached hereto (the "Users"), shall have the right to play golf at the Property at no charge for any greens fees or cart fees (the "**Golf Agreement**"), subject to the following terms: (i) all tee times for the Users are subject to availability (including subject to any memberships that made provide priority tee-time scheduling), (ii) the Users are subject to the terms of all membership documents, if any (other than with respect to requirements to pay any membership fees, greens fees or cart fees) and rules and regulations of the Property (including those of any golf club established thereon), and (iii) the Users shall be responsible for all food, beverage, pro shop and other charges and expenses incurred at the Property.
- xii. All keys and master key patterns in the possession or control of Seller for all locks located in the Property.
- xiii. Two (2) executed counterparts of the Settlement Statement.
- xiv. Certificate of Compliance from the Florida Department of Revenue with the Property is located requested by Seller no earlier than twenty (20) business days prior to the Closing confirming that all required sales tax returns have been filed for the Property.
- xv. Such other documents as may be reasonably necessary to effectuate the provision of this Agreement.

b. By Buyer:

- i. The balance of the Purchase Price in accordance with Section 3.
- ii. Executed counterpart of the Ground Lease Assignment.
- iii. Executed counterpart of the Memorandum of Ground Lease Assignment.
- iv. The amount due Seller, if any, after the prorations are computed in accordance with Section 8(c).
- v. Such certificates of good standing and/or other authority documents relating to Buyer as are reasonably required in connection with this transaction.
- vi. A Certification of Buyer's Representations and Warranties affirming that all of Buyer's representations and warranties as provided herein are true and correct in all material respects as of the date of Closing.

- vii. The assignment and assumption of Seller's right, title and interest, if any, in and to all Membership Documents, but specifically excluding any liability or obligation related to any refundable membership deposits or initiation fees.
- viii. The assignment and assumption with respect to all of Seller's right, title and interest, if any, in and to all Licenses and Permits and Assumed Contracts.
- ix. The Golf Agreement.
- x. Two (2) executed counterparts of the Settlement Statement.

14. EFFECTS OF DEFAULT.

a. Default by Buyer. In the event the sale of the Property as contemplated hereunder is not consummated due to Buyer's default hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof. None of the provisions of this Section shall limit, impair or affect any of Buyer's indemnities of Seller as set forth below.

Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising out of (i) a breach of any representation, warranty or covenant under this Agreement, and (ii) third-party claims arising out of the ownership and/or operation of the Property by Buyer accruing from and after the Closing.

b. Default by Seller. In the event the sale of the Property as contemplated hereunder is not consummated due to a default by Seller hereunder (and Buyer is not in default under this Agreement), Buyer shall be entitled: (a) to terminate this Agreement, receive the return of the Deposit and receive prompt reimbursement by Seller of Buyer's actual, out-of-pocket expenses incurred as a result of entering into this transaction and performing investigations hereunder, not to exceed \$50,000.00; or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement, provided that any action for specific performance must be brought within sixty (60) days following the scheduled Closing Date. Notwithstanding anything herein to the contrary, if any default by Seller under this Agreement (whether occurring before, at, or after Closing) constitutes an Intentional Seller Default (as hereafter defined), then Buyer shall also have the right to pursue any and all other remedies that may be available to Buyer, at law or in equity (including injunctive relief), and there shall be no cap on the amount of damages available to Buyer. As used herein, "**Intentional Seller Default**" means any one or more of the following: (a) fraudulent or intentional misrepresentation, (b) criminal conduct, or (c) Seller conveys Seller's interest in the Ground Lease or its interest in the Property to a third party (except as permitted under this Agreement), such that specific performance is not available as a remedy. None of the provisions of this Section shall limit, impair or affect any of Seller's indemnities of Buyer as set forth below.

Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising out of (i) a breach of any representation, warranty or covenant under this Agreement, (ii) third-party claims arising out of the ownership and/or operation of the Property by Seller and/or (iii) in connection with any claim for a refundable membership deposit or initiation fee. The terms of this Section 14(b) shall survive the Closing for the Survival Period, provided, however, that Buyer must have delivered a notice to Seller identifying any indemnification claim with reasonable specificity within such Survival Period and, with respect to any indemnification claim made by Buyer prior to the expiration of the Survival Period in

accordance herewith, Buyer must commence an action to enforce such claim on or before the date that is six (6) months after the last day of the Survival Period. In no event shall the liability of Seller with respect to the indemnification provided for in this Section 14(b) (including defense costs and fees) exceed in the aggregate, the amount equal to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Notwithstanding anything in this Agreement to the contrary, Seller shall not have any liability after Closing for any indemnification claim made by Buyer under this Agreement to the extent that Buyer had knowledge prior to Closing of the facts or circumstances purportedly giving rise to such indemnification claim.

c. Cure Period. In the event any representation or warranty made by Seller or Buyer herein is or becomes false in any material respect or any material covenant or obligation made or undertaken by Seller or Buyer is not performed in the time specified for such performance, Seller or Buyer (as applicable) shall have ten (10) days within which to cure any such default after receipt of written notice from Buyer provided, however, there shall be no right to cure in the event either Buyer or Seller fails to close this transaction on the Closing Date.

15. **NOTICES.** Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with a receipt executed by the recipient or courier service, by certified mail, return receipt requested, by electronic mail of signed document in pdf or similar format, or by Federal Express or other expedited service to the following:

Seller: Forest Lake Golf Club, LLLP
10521 Clarcona Ocoee Road
Apopka, Florida 32703
Attn: Ken Ezell
E-mail: kezell@cecgolfdesign.com

with a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attn: Logan Opsahl, Esq.
E-mail: logan.opsahl@lowndes-law.com

Buyer: JA Hospitality LLC
6124 Tarawood Drive
Orlando, Florida 32819
Attn: Peter Watzka
E-mail: pwatzka@custsg.com

with a copy to: Foley & Lardner LLP
301 E. Pine Street., Suite 1200
Orlando, Florida 32801
Attn: Matthew E. Jassak, Esq., Allison S. McKown, Esq.
E-mail: mjassak@foley.com; amckown@foley.com

Escrow Holder: Fidelity National Title Insurance Company
2400 Maitland Center Parkway, Suite 200
Maitland, Florida 32751
Attn: Sam Sobering
Telephone: (407) 670-2441
E-mail: sam.sobering@fnf.com

Anyone listed above may designate a different address by notice similarly given. Notice shall be deemed to be received on the following dates: if by personal delivery, upon receipt; if via recognized overnight courier, on the next business day; if via registered or certified mail, on the third (3rd) business day after mailing; and if via electronic mail, on the date of transmission.

16. DESTRUCTION, LOSS, OR DIMINUTION OF PROPERTY. Seller shall promptly notify Buyer of (a) the occurrence of any fire or other casualty causing damage to the Property, and (b) receipt of notice of eminent domain proceedings or condemnation of or affecting the Property and notice from any governmental authority relating to the condition, use or occupancy of the Property (including, without limitation, all notices of violation of Laws with respect to the Property). If prior to the Closing, all or any material portion of the Property is damaged by fire or other causes beyond Seller's control, or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings, then Seller shall immediately so notify Buyer of such casualty in writing and the following procedures shall apply:

a. If the Property is damaged by fire or other causes beyond Seller's control, and if (i) the cost of repair or replacement is Two Hundred Thousand and 00/100 Dollars (\$200,000.00) or less and (ii) complete repair of the damage may reasonably be completed on or before one hundred eighty (180) days from the date of the casualty; then Buyer shall proceed to close and take the Property as diminished by such events, subject to a reduction in the Purchase Price in the amount of the full repair and/or replacement cost, and Seller shall retain all insurance proceeds.

b. If the cost of repair or replacement is greater than Two Hundred Thousand and 00/100 Dollars (\$200,000.00), or if complete repair cannot reasonably be completed on or before one hundred eighty (180) days from the date of the casualty, or if a substantial governmental taking occurs or is pending under eminent domain laws, then Buyer, in its sole discretion, may elect to terminate the Agreement by written notice thereof to Seller, given prior to the Closing, whereupon Escrow Agent shall return the Deposit, and this Agreement shall become null and void. If Buyer does not so elect, Buyer shall proceed to close and take the Property as diminished and shall receive the proceeds of insurance available with regard to the Property (less any portion expended by Seller to repair the Property in connection with such casualty or taking), plus a credit against the Purchase Price from Seller equal to any insurance deductible, for said repair and/or replacement or the proceeds of the eminent domain award.

17. CONFIDENTIALITY. Seller and Buyer hereby covenant and agree that, except as required by law, they will not disclose the terms and conditions of this Agreement (including, but not limited to, the Purchase Price) to any other person or entity without obtaining the prior written consent of the other party hereto to such a disclosure. Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that Seller and Buyer will have a right to disclose the Due Diligence Materials, the existence of this Agreement, and the names of the parties and will also have a right to make such disclosures to their counsel, lenders, consultants, potential equity partners or investors, the Ground Lessor, governmental authorities and certain other of their agents as may be necessary in order to exercise their rights, and to perform their obligations, under this Agreement and that such disclosures will not require the consent of the other party provided that the disclosing party advises such third parties of the confidential nature of such information.

From the Effective Date of this Agreement, neither Seller, nor any of its officers, directors, employees, shareholders or other agents (collectively, "**Agents**"), directly or indirectly, to (a) take any action to solicit, initiate, accept or agree to any Acquisition Proposal (as hereinafter defined), or (b) engage in negotiations with any person or entity that may be considering making, or has made, an Acquisition Proposal. The term "Acquisition Proposal" means any offer or proposal for any of the equity or assets of the Property (other than the sale of Inventory in the ordinary course of business), other than the transaction contemplated by this Agreement. Seller shall, and shall cause its Agents, to forthwith terminate all pending negotiations with respect to any

Acquisition Proposal by any person or entity other than Buyer. In the event Seller breaches this Section, Buyer shall be entitled to seek any and all remedies available at law or in equity, including damages and lost profits.

18. MISCELLANEOUS.

a. Brokers Fee and Transaction Fee: Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions, except for Coldwell Banker Realty ("**Broker**"). Seller and Buyer will each pay fifty percent (50%) of the commission to the Broker at Closing, which total commission is equal to two percent (2%) of the Purchase Price. Except as set forth in the preceding sentence, Buyer will indemnify, save harmless and defend Seller from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Buyer in connection with this transaction. Except as set forth in the second sentence of this Section, Seller will indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Seller in connection with this transaction. This indemnity provision will survive the Closing or any earlier termination of this Agreement.

b. Intentionally omitted.

c. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

d. Waiver of Jury Trial: Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

e. Back-up Contracts. The parties acknowledge and agree that Seller shall not have the right to enter in to any back-up purchase and sale agreements for the Property.

f. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

g. Entire Agreement: This Agreement, the Exhibits attached hereto and the agreements and documents referred to herein contain the final and entire agreement between the parties hereto with respect to the purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. This Agreement supersedes all prior agreements, whether oral or written, between the parties. No change or modification of this Agreement shall be valid, unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against which it is sought to be enforced.

h. Form of Agreement: Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection with this Agreement.

i. Further Assurances. In addition to the obligations required to be performed hereunder, Seller and Buyer agree to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents or other materials, as either Party may reasonably request in order to effectuate the consummation of the transaction and which all are contemplated herein, and to vest title to the Property in Buyer. This clause shall survive Closing.

j. Counterparts/Signatures: This Agreement may be executed in counterparts. Each executed counterpart of this Agreement will constitute an original document, and all executed counterparts, together, will constitute the same agreement. Any counterpart evidencing signature by one party that is delivered by facsimile, electronic mail via .pdf or DocuSign by such party to the other party hereto shall be binding on the sending party when such facsimile, electronic mail or DocuSign is sent.

k. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

l. Intentionally omitted.

m. Memorandum of Agreement: The parties acknowledge that neither this Agreement nor any memorandum of this Agreement may be recorded in the Public Records.

n. Assignability. Buyer may assign its interest under this Agreement in its sole and absolute discretion to any entity controlled by or under common control with Buyer without the prior written consent of Seller, provided that Seller receives written notice of such assignment and a copy of the agreement that legally effectuates such assignment at least ten (10) business days prior to the Closing Date. Notwithstanding the foregoing, if Ground Lessor requests or requires information relating to the assignee entity contemplated herein prior to the aforementioned deadline, Buyer shall in good faith, diligently provide such information to the Ground Lessor to the extent available at the time of the request.

o. Joint and Several. If there is more than one Seller hereunder, each Seller shall be jointly and severally liable with the other Sellers for performing all obligations of Seller under this Agreement.

p. Effective Date. The Effective Date of this Agreement shall be the date the Agreement is executed by all parties. If a date for performance or payment falls on a weekend or on a holiday recognized by the United States government or the State of Florida, the time for performance or payment shall be extended to the next business day, and if performance or payment has occurred on such weekend or holiday, it shall be deemed to have occurred on the next business day.

q. Time is of the Essence: Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.

r. Force Majeure. Neither Seller nor Buyer shall be liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization,

government sanction, blockage, embargo, labor dispute, strike, lockout, COVID-19 or any other pandemic or disease or interruption or failure of electricity or telephone service.

s. **RADON.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. Additional information regarding radon and radon testing may be obtained from your county health department.

t. **Mutuality of Obligation.** Seller and Buyer acknowledge and agree that this Agreement is intended to be binding on, and enforceable against, both parties hereto, subject to the terms and conditions set forth herein, and each party hereby waives any and all rights it may have to challenge the enforceability of this Agreement based on a lack of mutuality of obligation. Buyer agrees to make a good faith attempt to satisfy the conditions to its obligations that are set forth in this Agreement, and Seller acknowledges that Buyer will incur significant costs in so doing and that such costs constitute sufficient consideration to Seller for the time given to Buyer by this Agreement to satisfy those conditions.

u. **Agreement as an Offer.** This Agreement constitutes an offer to sell and to purchase the Property. The parties acknowledge and agree that there shall be no binding agreement between Buyer and Seller for the sale and purchase of the Property unless this Agreement has been executed by both Buyer and Seller.

19. ESCROW AGENT AND ESCROW PROCEDURE. The Escrow Agent, by acceptance of the funds deposited by Buyer hereunder agrees to hold the Deposit and disburse the same only in accordance with the terms and conditions of this Agreement. If the Escrow Agent is in doubt as to its duty or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold the Deposit until the parties mutually agree to disbursement thereof or until a court of competent jurisdiction shall determine the rights of the parties hereto or the Escrow Agent may deposit the Deposit with the Clerk of Court Orange County, Florida, pursuant to an interpleader procedure, whereupon, after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of the Deposit, all liability on the part of the Escrow Agent shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow. Buyer and seller, to the extent permitted by law, hereby agree to indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including, without limitation, cost of investigation and reasonable fees for legal counsel retained by Escrow Agent which may be imposed upon Escrow Agent or incurred by the Escrow Agent in connection with the performance of its duties hereunder and including, without limitation, any litigation arising from this Agreement or involving the subject matter hereof, except for matters arising out of the gross negligence or willful malfeasance of the Escrow Agent.

20. "AS-IS" SALE. Except as expressly set forth in this Agreement or in any document executed by Seller at Closing, Buyer acknowledges and agrees that as of Closing, Buyer will be deemed to have unconditionally accepted the Property in its condition on the date of Closing "AS IS", "WHERE IS" and "WITH ALL FAULTS", without representation or warranty whatsoever, express or implied, including without limitation as to the physical condition of the Property, the development potential of the Property, or the Property's use, habitability, merchantability or fitness, suitability, value or adequacy for any particular purpose. Buyer acknowledges and agrees that without this unconditional acceptance the sale of the Property would not be made and that Seller shall be under no obligation whatsoever to undertake any repair, alteration, remediation, or other work of any kind with respect to any portion of the Property.

Except for those obligations of Seller specifically set forth in this Agreement that expressly survive Closing, effective as of the Closing, Buyer, on behalf of itself and its affiliates, and their respective successors and assigns, hereby waives its right to recover from, and hereby forever releases and discharges, Seller and Seller's officers, partners, managers, directors, agents and employees from any and all demands, claims, losses, liabilities, damages,

penalties, fines, liens, costs and expenses whatsoever (including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which Buyer or any affiliate or successor to Buyer has or may have arising from or related to any matter or thing in connection with the Property.

21. CONDITIONS PRECEDENT TO CLOSING.

a. Buyer's obligation to purchase the Property is expressly conditioned and contingent upon satisfaction of the following requirements (the "Buyer's Conditions Precedent"):

- i. All of Seller's representations and warranties made under this Agreement shall be true and correct in all material respects as of the Closing Date.
- ii. The Title Company shall be committed to issue title insurance to Buyer subject only to the Permitted Exceptions.
- iii. Intentionally omitted.
- iv. The Property shall be free of Contamination. For purposes of this Contract, "Contamination" shall mean, to the extent not disclosed in a Phase 1 Environmental Site Assessment ("Phase I") obtained by Buyer or discovered or disclosed in any of the Due Diligence Materials, the presence, existence or threat of Hazardous Materials in, on, under or at the Property (including, without limitation, in building materials used on the Property) and any actual, alleged or perceived health issues applicable to the Property or any environmental conditions. If Buyer does not obtain a Phase I during the Inspection Period, this Condition Precedent shall be deemed waived by Buyer.
- v. On the Closing Date, neither a receiver nor a trustee nor a custodian shall have been appointed for, or shall have taken possession of, all or substantially all of the assets of Seller or any of the Property either in a proceeding brought by Seller or in a proceeding brought against Seller.
- vi. Seller shall have performed in all material respects all of the obligations under this Agreement to be performed by Seller prior to Closing.
- vii. Seller shall have delivered, in form and substance reasonably acceptable to Buyer, Ground Lessor's executed consent to the Ground Lease Assignment.
- viii. Seller shall have delivered, in form and substance reasonably acceptable to Buyer, Ground Lessor's waiver of the Ground Lease ROFR.
- ix. Seller shall have delivered an estoppel from Ground Lessor confirming that the Ground Lease is in full force and effect in the form required by the Ground Lease, and Seller shall request that such estoppel state that there are no defaults under the Ground Lease by Seller or Ground Lessor, all monetary obligations of Seller thereunder have been paid in full, and there are no delinquencies thereunder.
- x. Buyer shall have received a temporary liquor license to serve alcohol at the Property immediately following Closing.

In the event the Buyer's Conditions Precedent are not satisfied on or before Closing, Buyer may elect either to terminate this Agreement and the Deposit paid herein shall be returned to Buyer, including interest earned, and

this Agreement shall be of no further force and effect, or waive the Buyer's Conditions Precedent and proceed to Closing.

b. Seller's obligation to sell the Property is expressly conditioned and contingent upon satisfaction of the following requirements (the "Seller's Conditions Precedent"):

- i. All of Buyer's representations and warranties made under this Agreement shall be true and correct in all material respects as of the Closing Date.
- ii. On the Closing Date, neither a receiver nor a trustee nor a custodian shall have been appointed for, or shall have taken possession of, all or substantially all of the assets of Buyer either in a proceeding brought by Buyer or in a proceeding brought against Buyer.
- iii. Buyer shall have performed in all material respects all of the obligations under this Agreement to be performed by Buyer prior to Closing.
- iv. Seller shall have received Ground Lessor's executed consent to the Ground Lease Assignment.
- v. Seller shall have received Ground Lessor's waiver of the Ground Lease ROFR.

In the event the Seller's Conditions Precedent are not satisfied on or before Closing, Seller may elect either to terminate this Agreement and the Deposit paid herein shall be delivered to Seller (except in the event of termination under Subsections 21(b)(iv) or 21(b)(v), in which event the Deposit shall be returned to Buyer), including interest earned, and this Agreement shall be of no further force and effect, or waive the Seller's Conditions Precedent and proceed to Closing.

22. GROUND LEASE ROFR.

Notwithstanding anything herein to the contrary, if Ground Lessor elects to exercise its Ground Lease ROFR before Closing, then this Agreement shall automatically terminate and Buyer and Seller shall have no further rights or obligations under this Agreement, except that (i) within three (3) business days after the closing of the transaction between Ground Lessor and Seller pursuant to such Ground Lease ROFR, Seller shall pay to Buyer a termination fee equal to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), or (ii) if Ground Lessor thereafter elects not to close the transaction between Ground Lessor and Seller in accordance with the requirements of the Ground Lease ROFR, Seller shall notify Buyer of such election, and Buyer may elect to reinstate this Agreement on terms mutually acceptable to Seller and Buyer. The provisions of this paragraph shall survive the termination of this Agreement.

23. Schedules and Exhibits.

All Exhibits and Schedules attached to this Agreement are incorporated herein by this reference as if fully set forth herein; provided, however, in the event that at the time of the execution of this Agreement any of the Exhibits and Schedules to be attached is incomplete, the parties shall use their best efforts to complete such Exhibits and Schedules as soon as possible, but in any event such Exhibits and Schedules shall be completed and attached to this Agreement prior to five (5) days after the Effective Date. If any Exhibits or Schedules are subsequently changed by the mutual written agreement of the parties, the Exhibits and Schedules shall be modified to reflect such change or changes and initialed by the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

FOREST LAKE GOLF CLUB, LLLP, a
Florida limited liability limited partnership

By: Kenneth C. Ebell Sr.
Print Name: KENNETH C. EBELL SR.
Its: GENERAL PARTNER
Date: JUNE 21, 2024

BUYER:

JA HOSPITALITY, LLC, a Delaware limited
liability company

By: _____
Print Name: _____
Its: _____
Date: _____

JOINDER OF ESCROW AGENT

The undersigned, as Escrow Agent, hereby joins in the execution of this Agreement merely for the purpose of acknowledging and agreeing to its responsibilities as an escrow agent hereunder.

Fidelity National Title Insurance Company

By: _____
Print Name: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

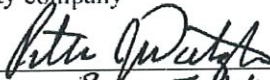
SELLER:

FOREST LAKE GOLF CLUB, LLLP, a
Florida limited liability limited partnership

By: _____
Print Name: _____
Its: _____
Date: _____

BUYER:

JA HOSPITALITY, LLC, a Delaware limited
liability company

By:  _____
Print Name: PETER J. WATZKA
Its: PARTNER
Date: JUNE 24, 2024

JOINDER OF ESCROW AGENT

The undersigned, as Escrow Agent, hereby joins in the execution of this Agreement merely for the purpose of acknowledging and agreeing to its responsibilities as an escrow agent hereunder.

Fidelity National Title Insurance Company

By:  _____
Print Name: Sam Sobering
Date: 06/25/2024

EXHIBIT A
Land Description

Exhibit B
Due Diligence Materials

- (a) All Leases, Contracts, and Service Agreements related to the Property.
- (b) Most recent surveys of the Property.
- (c) Seller's prior title policy when it acquired the Property.
- (d) Copies of the latest environmental site assessments and any other environmental reports, including both Phase I and Phase II ESAs.
- (e) All building and occupancy permits and all other Permits and Licenses.
- (f) Tax bills for the Property for the previous three (3) operating years.
- (g) All plans, specifications, and engineering reports.
- (h) All soil or water testing results and reports and copies of all Water Permits, including any irrigation analysis, well permits and effluent agreements.
- (i) Lists of all maintenance equipment and golf carts owned or leased by Seller or used in connection with the Property. Major equipment list with make, model, year and hours (if available).
- (j) All membership lists, Membership Documents, roster of Members, example membership agreement, Application and Bylaws for each different agreement signed by members.
- (k) Bank statements and financial statements for the fiscal tax years 2020, 2021, 2022, 2023 and year-to-date for 2024.
- (l) Detailed P&L's for the last four years and trailing 12 months (broken down monthly) for the current year.
- (m) All existing certificates of insurance covering the Property.
- (n) A list of all contractors, suppliers and subcontractors who furnished labor, materials, or supplies to the Property during the last year.
- (o) An accounting of all gift certificates outstanding issued from and after August 1, 2018.
- (p) Description of tournaments, banquets and other hosted events to take place after the Closing and deposits for each (if any).
- (q) Inspection Reports.
- (r) Copies of Liquor License.
- (s) Staffing Breakdown (Including title, current compensation and details of benefits for staff and executives, part/ full-time or contract status, and employment start-date).
- (t) Rounds Played Report by month for last 5 years.

Exhibit C

Member List

Exhibit D

Barter Agreements

Exhibit E

Leases

Exhibit F

Contracts

Exhibit G

Equipment Leases

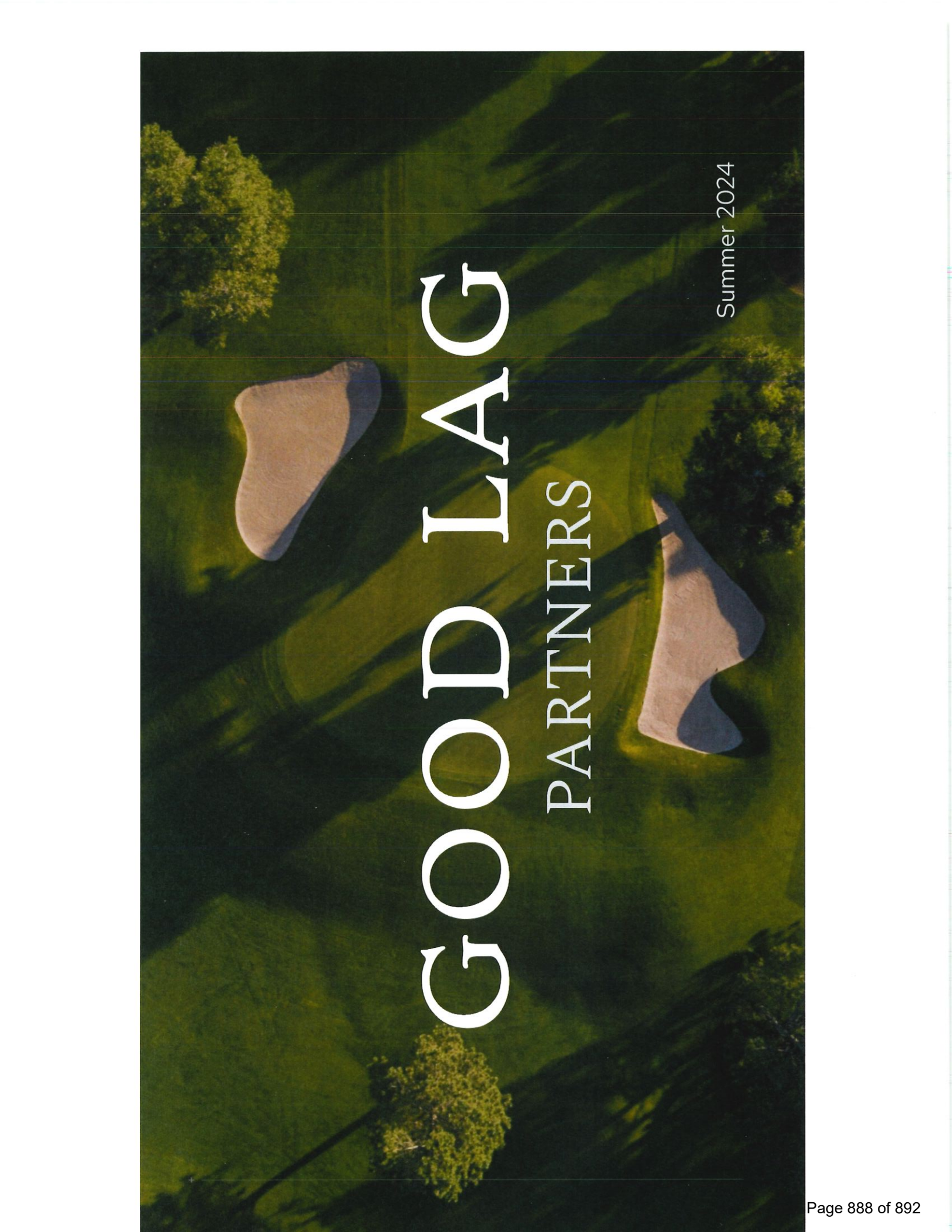
Exhibit 9(e)
Assumed Contracts

[See attached]

Schedule 1

Users under Golf Agreement

1. Ken Ezell
2. Marilee Ezell
3. KC Ezell
4. Nicole Simone
5. Stuart Searle
6. Mackenzie Searle
7. Kinsley Searle
8. George Clifton
9. Terri Clifton
10. Morgan Graf
11. Johnny Graf
12. John Hardy Clifton
13. Hannah Clifton

An aerial photograph of a golf course, showing a green fairway with two sand traps. Long shadows from trees and the sun are cast across the grass, indicating it is either early morning or late afternoon. The overall tone is warm and natural.

GOOD LAG

PARTNERS

Summer 2024

MEET THE TEAM

☎ JUSTIN WATZKA

- ☉ 20+ years of experience in the hospitality industry
- ☉ Founded JA Hospitality to develop and operate boutique hotels
 - Developed the award winning Coachman Hotel located in Lake Tahoe, California
 - Developed Callicoon Hills, a boutique hotel and event venue in the Catskills region of New York
- ☉ Marriott International from 2004 - 2011, including serving as Director of Club Usage for The Ritz-Carlton Destination Club



☎ BEN STEWART

- ☉ 12+ years experience as a developer in real estate for condominiums and single-family homes in San Francisco and Bay area
- ☉ Active investor in multi-family, restaurant and hotels including the Coachman Hotel
- ☉ Managing Director in executive search firm
- ☉ Love affair with golf began with his first job as a caddie at The Stanwich Club in Greenwich, CT



☎ PETER WATZKA

- ☉ 50+ years of experience in the hospitality industry and Marriott International from 1990 - 2011
- ☉ EVP and COO of The Ritz-Carlton Development Company, LLC
- ☉ EVP and Chief Customer Officer Marriott Vacation Club International
- ☉ COO of Marriott Golf - managed over 60 golf courses in the U.S. and Europe



TEAM



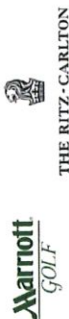
PETER WATZKA

Peter Watzka has over 50 years of hospitality experience, specializing in strategic planning, operations, sales, marketing, and product development. His resort industry background covers various product types, with success across Asia, Hawaii, the US, Caribbean, and Europe.

Throughout his career, Mr. Watzka held key positions at Marriott International from 1990 to 2011. As Executive Vice President and COO of The Ritz-Carlton Development Company, he oversaw the luxury industry's leading Ritz-Carlton Destination Club, Residences, and Marriott Golf, managing over 60 golf courses. His roles also included Chief Customer Officer and EVP at MSCI, where he led marketing, sales, service, and operations. Additionally, Peter's capital-raising prowess is evidenced by his successful \$150 million equity raise to bid for the RCDC business line. He resides in Orlando, Florida, with his wife, Penny.

Education:

BS, Industrial Engineering, Marketing; Cornell University



- The Ritz-Carlton Golf Club – Jupiter, FL (now [Trump National Golf Club Jupiter](#))
- [Grande Vista Golf Club](#) – Orlando, FL
- [Grande Pines Golf Club](#) (since closed) – Orlando, FL
- [Son Anthem Golf Club](#) – Mallorca, Spain
- [Shadow Ridge Golf Club](#) – Palm Desert, CA
- [The Abaco Club at Winding Bay](#) – Marsh Harbor, Bahamas

ADDITIONAL

- Pete Watzka served as COO of [Marriott Golf](#) (management company) from 2007-2011
 - Managed 60+ courses worldwide
- Pete Watzka member of PGA Property Advisory Committee since 2014
 - Advise on Clubs owned by PGA of America including major championship and Ryder Cup venues
- Pete and Justin members of Bay Hill Club & Lodge (1993) and Clear Creek Tahoe (2016)
- Justin played high school and college golf (Cornell) as well as AJGA National tournaments

TEAM



JUSTIN WATZKA

Justin has over 20 years of hospitality industry experience, specializing in development, design, marketing, sales, and operations across the US and several Asian countries. A 2013 Wharton graduate, he founded JA Hospitality to develop boutique hotels. Previously, he worked at Marriott International from 2004 to 2011, notably as Director of Club Usage for The Ritz-Carlton Destination Club.

From 2006 to 2010 he lived and worked in Asia to start and grow Marriott's new timeshare product in the region, serving as Director of Servicing Operations and Director of Marketing. In 2015, Justin developed the award-winning Coachman Hotel located in South Lake Tahoe, California and subsequently expanded the hotel with a follow-on development in 2019. In 2021, Justin developed Callicoon Hills, a boutique hotel and event venue in the Catskills region of New York. Justin led all aspects of development and operations including capital raising, creating a brand, managing design and construction, building a management and operations team, and investor relations for the Coachman Hotel and Callicoon Hills.

Education:

BS, Industrial and Labor Relations; Cornell University
MBA, Entrepreneurial Management; The Wharton School, University of Pennsylvania



BEN STEWART

Ben has over 12 years as a real estate developer and investor, leading projects in San Francisco and Marin County. He's invested in multi-family properties, restaurants, and hotels. Beyond real estate, Ben is a Managing Director in executive search, placing professionals with top financial institutions.

His expertise on hiring trends has been quoted in numerous publications including The Wall Street Journal and South China Morning Post. He has experience in The US and Asia having lived in Hong Kong for 7+ years before moving to San Francisco. While he played tennis in college and graduated with a BA in history from Trinity College, his love affair with golf began with his first job as a caddie at The Stanwich Club in Greenwich, CT.

Education:

BA, History, Trinity College

