

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/18/2021

Contract/Lease Control #: C17-2617-PW

Procurement#: RFP PW 41-17

Contract/Lease Type: CONTRACT

Award To/Lessee: CROWDERGULF JOINT VENTURE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/19/2021

Expiration Date: 09/30/2022

Description of: EMERGENCY DEBRIS REMOVAL

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREYMYOKALOOSA.COM

Closed:

Cc: BCC RECORDS


| | | |
|--|---|------------------------------|
| CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 6/23/2021 |
| PRODUCER Pathway Insurance Group, LLC 753 Nichols Avenue Fairhope, AL 36532 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| COMPANIES AFFORDING COVERAGE | | |
| COMPANY A THE GRAY INSURANCE COMPANY | | |
| COMPANY B | | |
| COMPANY C | | |
| COMPANY D | | |
| INSURED CrowderGulf Joint Venture, Inc. 5629 Commerce Blvd. E Mobile, AL 36619 | | |

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|--|---------------|----------------------------------|-----------------------------------|---|----------------|
| A | GENERAL LIABILITY | XSGL-074436 | 8/1/2019 | 7/1/2022 | GENERAL AGGREGATE | Unlimited |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS – COMP/OP AGG | \$3,000,000.00 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | PERSONAL & ADV INJURY | \$1,000,000.00 |
| | | | | | EACH OCCURRENCE | \$1,000,000.00 |
| | | | | | FIRE DAMAGE (Any one fire) | \$100,000.00 |
| A | AUTOMOBILE LIABILITY | XSAL-075438 | 8/1/2019 | 7/1/2022 | MED EXP (Any one person) | \$5,000.00 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | COMBINED SINGLE LIMIT | \$1,000,000.00 |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | PROPERTY DAMAGE | |
| | GARAGE LIABILITY | | | | AUTO ONLY – EA ACCIDENT | |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY | |
| | | | | | EACH ACCIDENT | |
| | | | | | | |
| | | | | | AGGREGATE | |
| A | EXCESS LIABILITY | GXS-100064 | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE | \$4,000,000.00 |
| | <input checked="" type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE | \$4,000,000.00 |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | |
| A | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | GWC-100069 | 7/1/2021 | 7/1/2022 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | EL EACH ACCIDENT | \$1,000,000.00 |
| | | | | | EL DISEASE – POLICY LIMIT | \$1,000,000.00 |
| | | | | | EL DISEASE – EA EMPLOYEE | \$1,000,000.00 |
| | | | | | OTHER | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a W primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by w
 Emergency Debris Removal Contract C17-2671-PW

CONTRACT#: C17-2617-PW
CROWDERGULF JOING VENTURE, INC.
EMERGENCY DEBRIS REMOVAL
EXPIRES: 09/30/2022

| | |
|--|--|
| CERTIFICATE HOLDER 2523#107 Okaloosa County 5479 Old Bethel Road, Suite A Crestview, FL 32536 | CANCEL In the event of contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  |
|--|--|

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY



CONTRACT/LEASE RENEWAL FORM

May 3, 2021
 CrowderGulf
 Attn: Ashley Ramsay
 5629 Commerce Blvd. East
 Mobile, AL 36619
 RE: Emergency Debris Removal

CONTRACT#: C17-2617-PW
 CROWDERGULF JOINT VENTURE, INC.
 EMERGENCY DEBRI REMOVAL
 EXPIRES: 09/30/2022

Dear Sir:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2617-PW for an additional term. The contract renewal period will be 9/19/2021 to 9/30/2022. The annual budgeted amount for this contract is \$ EXHIBIT A. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jason T. Autrey, Digitally signed by Jason T. Autrey, P.E., C.P.M. Date: 2021.05.21 13:50:45 -0500
 Signature: _____ P.E., C.P.M.

Contractor: CrowderGulf

Date: _____

Approved By: John Hofstad Digitally signed by John Hofstad Date: 2021.05.21 10:07:13 -0500
 (as prescribed below on item 1)

Approved By: Ashley Ramsay-Naile
 Ashley Ramsay-Naile

Date: _____

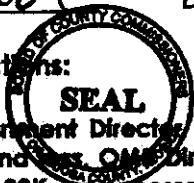
Approved By: Carolyn N. Ketchel
 (as prescribed below on item 1)

Title: President

Carolyn N. Ketchel, Chairman
 Date: 15 June 2021

Date: 05-03-21

County Department Instructions:



- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, **ONE** Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

Exhibit "A"

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|-------------------------------|----------------------|---------------------------|
| 1.0 | REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS, including limbs and trees placed on ROW under other pay items. | 250,000 CY | Seven Dollars and Zero Cents | \$ 7.00 | \$ 1,750,000.00 |
| 2.0 | SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | Two Dollars and fifty Cents | \$ 2.50 | \$ 625,000.00 |
| 3.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 60,000 CY | Three Dollars and Zero Cents | \$ 3.00 | \$ 180,000.00 |
| 4.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 60,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 252,000.00 |

Note 1: This price includes haul distances up to 25 miles for distances over 25 miles add \$0.09 / CY / Mile.

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|------------------|----------------------------------|----------------------|---------------------------|
| 5.0 | SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | One Dollar and Twenty Five Cents | \$ 1.25 | \$ 312,500.00 |
| 6.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 25,000 CY | Five Dollars and Zero Cents | \$ 5.00 | \$ 125,000.00 |
| 7.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 25,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 105,000.00 |
| 8.1 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DMS OR TRANSFER STATION. | 200,000 CY | Seven Dollars and Fifty Cents | \$ 7.50 | \$ 1,500,000.00 |

Note 1: This price includes haul distances up to 25 miles for distances over 25 miles add \$0.09 / CY / Mile.

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--------------------------------|----------------------|---------------------------|
| 8.2 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE. | 200,000 CY | Seven Dollars and Fifty Cents | \$ 7.50 | \$ 1,500,000.00 |
| 9.0 | SITE MANAGEMENT OF C&D/ MIXED DEBRIS, IF APPROVED IN WRITING BY OWNER. | 200,000 CY | One Dollar and Twenty Cents | \$ 1.20 | \$ 240,000.00 |
| 10.0 | LOADING AND HAULING OF C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE, AS IDENTIFIED BY THE OWNER OR MONITOR. | 200,000 CY | Three Dollars and Fifty Cents | \$ 3.50 | \$ 700,000.00 |
| 11.0 | DISPOSAL OF C&D/ MIXED DEBRIS AT AN APPROVED DISPOSAL SITE including eligible debris which has been removed by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 200,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 840,000.00 |
| 12.0 | REMOVAL OF HAZARDOUS LIMBS OVER 2" IN DIAMETER AT THE POINT OF BREAK and placement to be loaded and hauled under other pay items. | 5,000 Trees | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 350,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| | | | | | |
| 13.1 | REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES and placement to be loaded and hauled under other pay items. | 250 Trees | <u>Twenty Five Dollars and Zero Cents</u> | \$ 25.00 | \$ 6,250.00 |
| 13.2 | REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES and placement to be loaded and hauled under other pay items. | 100 Trees | <u>Ninety Dollars and Zero Cents</u> | \$ 90.00 | \$ 9,000.00 |
| 13.3 | REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items. | 50 Trees | <u>One Hundred Forty Dollars and Zero Cents</u> | \$ 140.00 | \$ 7,000.00 |
| 13.4 | REMOVAL OF HAZARDOUS TREES OVER 36 INCHES and placement to be loaded and hauled under other pay items. | 10 Trees | <u>One Hundred Ninety Dollars and Zero Cents</u> | \$ 190.00 | \$ 1,900.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 14.1 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES including backfill of the hole. | 250 Stumps | One Hundred Eighty Dollars and Zero Cents | \$ 180.00 | \$ 45,000.00 |
| 14.2 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES including backfill of the hole. | 100 Stumps | Two Hundred Forty Dollars and Zero Cents | \$ 240.00 | \$ 24,000.00 |
| 14.3 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES including backfill of the hole. | 10 Stumps | Three Hundred Fifty Dollars and Zero Cents | \$ 350.00 | \$ 3,500.00 |
| 15.0 | REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL. | 2,000 Tons | Sixty Eight Dollars and Zero Cents | \$ 68.00 | \$ 136,000.00 |
| 16.0 | REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS. | 1,000 Each | Fifty Dollars and Zero Cents | \$ 50.00 | \$ 50,000.00 |
| 17.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE. | 10,000 Lbs. | Four Dollars and Zero Cents | \$ 4.00 | \$ 40,000.00 |

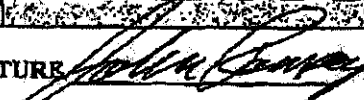
| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|--------------------|-------------------------------|----------------------|---------------------------|
| 18.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS. | 2,000 Tons | Twenty Dollars and Zero Cents | \$ 20.00 | \$ 40,000.00 |
| 19.0 | REMOVAL, HAULING, COLLECTION, RECYCLING AND/OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW). | 10,000 Lbs. | Eight Dollars and Zero Cents | \$ 8.00 | \$ 80,000.00 |
| 20.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. | 500 Each | Forty Dollars and Zero Cents | \$ 40.00 | \$ 20,000.00 |
| 21.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES. | 1,000 Each | Nine Dollars and Zero Cents | \$ 9.00 | \$ 9,000.00 |
| 22.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS, STREAMS AND BAYOUS. | 10,000 Linear Feet | Nine Dollars and Zero Cents | \$ 9.00 | \$ 90,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 23.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF MARINE DEBRIS FROM WATERWAYS, BAYS, CANALS AND OCEANS. | 5,000 CY | Eighty Dollars and Zero Cents | \$ 80.00 | \$ 400,000.00 |
| 24.0 | RESTORATION OF CANAL BANKS AND SLOPES. | 5,000 CY | Nine Dollars and Zero Cents | \$ 9.00 | \$ 45,000.00 |
| 25.1 | REMOVAL OF ABANDONED CARS, TRUCKS AND VANS. | 50 Each | Two Hundred Twenty Five Dollars and Zero Cents | \$ 225.00 | \$ 11,250.00 |
| 25.2 | REMOVAL OF ABANDONED CAMPERS, RV'S AND SHIPPING CONTAINERS. | 10 Each | Four Hundred Dollars and Zero Cents | \$ 400.00 | \$ 4,000.00 |
| 25.3 | REMOVAL OF ABANDONED BUSES AND TRACTOR TRAILERS. | 5 Each | Five Hundred Dollars and Zero Cents | \$ 500.00 | \$ 2,500.00 |
| 25.4 | REMOVAL OF ABANDONED UTILITY AND BOAT TRAILERS. | 10 Each | One Hundred Dollars and Zero Cents | \$ 100.00 | \$ 1,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|--------------------------------------|--|
| 25.5 | REMOVAL OF ABANDONED VESSELS - 10 TO 26 FEET. | 300 Each | Twelve Hundred Dollars and Zero Cents Eight Hundred Dollars and Zero Cents | \$ 1,200.00 \$800.00 | \$ 360,000.00 \$240,000.00 |
| 25.6 | REMOVAL OF ABANDONED VESSELS - 27 TO 40 FEET. | 150 Each | Thirty Five Hundred Dollars and Zero Cents Two Thousand Fifty Dollars and Zero Cents | \$ 3,500.00 \$2,250.00 | \$ 540,000.00 \$337,500.00 |
| 25.7 | REMOVAL OF ABANDONED VESSELS - OVER 60 FEET. | 50 Each | Nine Thousand Dollars and Zero Cents Seven Thousand Dollars and Zero Cents | \$ 9,000.00 \$7,000.00 | \$ 450,000.00 \$350,000.00 |
| 26.0 | REMOVAL OF DEBRIS FROM SAND BEACHES. | 200 Tons | Eighty Five Dollars and Zero Cents | \$ 85.00 | \$ 17,000.00 |
| 27.0 | RAKING OF SAND BEACHES TO 12 INCH DEPTH. | 10,000 Sq. Yards | Three Dollars and Zero Cents | \$ 3.00 | \$ 30,000.00 |
| 28.0 | REMOVAL, SCREENING, REPLACING, AND GRADING OF BEACH SAND TO ORIGINAL CONTOUR. | 10,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 120,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|------------------|--|----------------------|---------------------------|
| 29.0 | REMOVAL OF DISASTER DEPOSITED BEACH SAND, | 5,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 60,000.00 |
| 30.0 | PROVISION OF EMERGENCY DELIVERY OF POTABLE BOTTLED WATER. | 75,000 Gallons | Sixty Cents | \$ 0.60 | \$ 45,000.00 |
| 31.0 | EMERGENCY DELIVERY OF BAGGED ICE. | 100,000 Lbs. | Twenty Five Cents | \$ 0.25 | \$ 25,000.00 |
| 32.0 | FIRE SUPPRESSION SUPPORT WATER WITH MINIMUM OF 1,500 GALLONS PER UNIT. | 75 Unit-Days | Two Hundred Dollars and Zero Cents | \$ 200.00 | \$ 15,000.00 |
| 33.0 | TEMPORARY COMMUNICATIONS. SATELLITE | 15 Days | One Hundred Twenty Five Dollars and Zero Cents | \$ 125.00 | \$ 1,875.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|-------------------|---|----------------------|---------------------------|
| 34.0 | TEMPORARY EMERGENCY POWER GENERATION WITH MINIMUM OF 70 KW PER UNIT. | 75 Unit-Days | Two Hundred Seventy Five Dollars and Zero Cents | \$ 275.00 | \$ 20,625.00 |
| 35.0 | FLOOD CONTROL PUMPING AND WATER RELOCATION WITH 4 INCH MINIMUM PUMPS. | 75 Unit-Days | One Hundred Forty Dollars and Zero Cents | \$ 140.00 | \$ 10,500.00 |
| 36.0 | SEWER AND CULVERT CLEANING. | 1,000 Linear Feet | Seven Dollars and Zero Cents | \$ 7.00 | \$ 7,000.00 |
| 37.0 | STORMWATER CATCH BASIN CLEANING. | 3 Each | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 210.00 |
| 38.0 | DECONTAMINATION OF BUILDINGS AND FACILITIES. | 5,000 Sq. Feet | One Dollar and Eighty Cents | \$ 1.80 | \$ 9,000.00 |
| 39.0 | MOLD REMEDIATION OF BUILDINGS. | 5,000 Sq. Feet | Two Dollars and Fifty Cents | \$ 2.50 | \$ 12,500.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|---|------------------|------------------|----------------------|----------------------|---------------------------|
| SIGNATURE  BY <u>John Ramsay</u> | | | TOTAL BID | | \$ <u>10,805,110.00</u> |
| TITLE <u>President & CEO</u> DATE <u>09/13/2017</u> | | | | | |

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/13/2020

Contract/Lease Control #: C17-2617-PW

Procurement#: RFP PW 41-17

Contract/Lease Type: CONTRACT

Award To/Lessee: CROWDERGULF JOINT VENTURE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/20/2017

Expiration Date: 09/30/2021 W/1 1 YR RENEWAL

Description of: EMERGENCY DEBRIS REMOVAL

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

C17-2617-PW

No. 107 REVISED


| | | |
|---|---|------------------------------|
| CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 6/29/2020 |
| PRODUCER Pathway Insurance Group, LLC 753 Nichols Avenue Fairhope, AL 36532 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| COMPANIES AFFORDING COVERAGE | | |
| COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D | | |
| INSURED CrowderGulf Joint Venture, Inc. 5629 Commerce Blvd. E Theodore, AL 36582-1675 | | |

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|----------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | XSGI-074436 | 8/1/2019 | 7/1/2022 | GENERAL AGGREGATE Unlimited |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG \$3,000,000.00 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | PERSONAL & ADV INJURY \$1,000,000.00 |
| | | | | | EACH OCCURRENCE \$1,000,000.00 |
| | | | | | FIRE DAMAGE (Any one fire) \$100,000.00 |
| A | AUTOMOBILE LIABILITY | XSAL-075438 | 8/1/2019 | 7/1/2022 | MED EXP (Any one person) \$5,000.00 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | COMBINED SINGLE LIMIT \$1,000,000.00 |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS | | | | BODILY INJURY (Per person) |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | BODILY INJURY (Per accident) |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY |
| | | | | | EACH ACCIDENT |
| | | | | | AGGREGATE |
| | | | | | |
| A | EXCESS LIABILITY | GXS-043602 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$4,000,000.00 |
| | <input checked="" type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE \$4,000,000.00 |
| | <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | |
| A | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | GWC-071166-FL2 | 7/1/2020 | 7/1/2021 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | EL EACH ACCIDENT \$1,000,000.00 |
| | OTHER | | | | EL DISEASE - POLICY LIMIT \$1,000,000.00 |
| | | | | | EL DISEASE - EA EMPLOYEE \$1,000,000.00 |
| | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written Emergency Debris Removal Contract C17-2671-PW

CONTRACT#: C17-2617-PW
CROWDERGULF JOINT VENTURE, INC.
EMERGENCY DEBRIS REMOVAL
EXPIRES: 09/30/2021 W/1 1 YR RENEWAL

| | |
|---|---|
| CERTIFICATE HOLDER 2523#107 Okaloosa County 5479 Old Bethel Road, Suite A Crestview, FL 32536 JUL 07 2020 Received by Risk Management | CANCELLA In the event contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY |
|---|---|



CONTRACT/LEASE RENEWAL FORM

Date: 5/29/2020
CrowderGulf
Attn: John Ramsey
5629 Commerce Blvd. East
Mobile, AL 36619
RE: Emergency Debris Removal

CONTRACT#: C17-2617-PW
CROWDERGULF JOINT VENTURE, INC.
EMERGENCY DEBRI REMOVAL
EXPIRES: 09/30/2021 W/1 1 YR RENEWAL

Dear Sir:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2617-PW for an additional term. The contract renewal period will be 9/19/2020 to 9/30/2021. The annual budgeted amount for this contract is \$ EXHIBIT A. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: [Signature]

Contractor: CrowderGulf

Date: 6/17/20

Approved By: [Signature]

Approved By: _____
(as prescribed below on item 1)

Date: _____

Approved By: [Signature]
(as prescribed below on item 1)

Title: Sr. Vice President/COO

Robert A. "Trey" Goodwin III
Date: JUL 07 2020

Date: 05-27-20

Chairman

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960. Fax: 850-689-5970



Exhibit "A"

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|-------------------------------|----------------------|---------------------------|
| 1.0 | REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS, including limbs and trees placed on ROW under other pay items. | 250,000 CY | Seven Dollars and Zero Cents | \$ 7.00 | \$ 1,750,000.00 |
| 2.0 | SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | Two Dollars and fifty Cents | \$ 2.50 | \$ 625,000.00 |
| 3.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 60,000 CY | Three Dollars and Zero Cents | \$ 3.00 | \$ 180,000.00 |
| 4.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 60,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 252,000.00 |

Note 1: This price includes haul distances up to 25 miles for distances over 25 miles add \$0.09 / CY / Mile.

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|------------------|---|----------------------|---------------------------|
| 5.0 | SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | <u>One Dollar and Twenty Five Cents</u> | \$ <u>1.25</u> | \$ <u>312,500.00</u> |
| 6.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 25,000 CY | <u>Five Dollars and Zero Cents</u> | \$ <u>5.00</u> | \$ <u>125,000.00</u> |
| 7.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 25,000 CY | <u>Four Dollars and Twenty Cents</u> | \$ <u>4.20</u> | \$ <u>105,000.00</u> |
| 8.1 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DMS OR TRANSFER STATION. | 200,000 CY | <u>Seven Dollars and Fifty Cents</u> | \$ <u>7.50</u> | \$ <u>1,500,000.00</u> |

Note 1: This price includes haul distances up to 25 miles for distances over 25 miles add \$0.09 / CY / Mile.

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--------------------------------|----------------------|---------------------------|
| 8.2 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE. | 200,000 CY | Seven Dollars and Fifty Cents | \$ 7.50 | \$ 1,500,000.00 |
| 9.0 | SITE MANAGEMENT OF C&D/ MIXED DEBRIS, IF APPROVED IN WRITING BY OWNER. | 200,000 CY | One Dollar and Twenty Cents | \$ 1.20 | \$ 240,000.00 |
| 10.0 | LOADING AND HAULING OF C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE, AS IDENTIFIED BY THE OWNER OR MONITOR. | 200,000 CY | Three Dollars and Fifty Cents | \$ 3.50 | \$ 700,000.00 |
| 11.0 | DISPOSAL OF C&D/ MIXED DEBRIS AT AN APPROVED DISPOSAL SITE including eligible debris which has been removed by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 200,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 840,000.00 |
| 12.0 | REMOVAL OF HAZARDOUS LIMBS OVER 2" IN DIAMETER AT THE POINT OF BREAK and placement to be loaded and hauled under other pay items. | 5,000 Trees | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 350,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| | | | | | |
| 13.1 | REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES and placement to be loaded and hauled under other pay items. | 250 Trees | <u>Twenty Five Dollars and</u> <u>Zero Cents</u> | \$ <u>25.00</u> | \$ <u>6,250.00</u> |
| 13.2 | REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES and placement to be loaded and hauled under other pay items. | 100 Trees | <u>Ninety Dollars and Zero</u> <u>Cents</u> | \$ <u>90.00</u> | \$ <u>9,000.00</u> |
| 13.3 | REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items. | 50 Trees | <u>One Hundred Forty Dollars</u> <u>and Zero Cents</u> | \$ <u>140.00</u> | \$ <u>7,000.00</u> |
| 13.4 | REMOVAL OF HAZARDOUS TREES OVER 36 INCHES and placement to be loaded and hauled under other pay items. | 10 Trees | <u>One Hundred Ninety Dollars</u> <u>and Zero Cents</u> | \$ <u>190.00</u> | \$ <u>1,900.00</u> |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|---|----------------------|---------------------------|
| 14.1 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES including backfill of the hole. | 250 Stumps | <u>One Hundred Eighty Dollars and Zero Cents</u> | \$ <u>180.00</u> | \$ <u>45,000.00</u> |
| 14.2 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES including backfill of the hole. | 100 Stumps | <u>Two Hundred Forty Dollars and Zero Cents</u> | \$ <u>240.00</u> | \$ <u>24,000.00</u> |
| 14.3 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES including backfill of the hole. | 10 Stumps | <u>Three Hundred Fifty Dollars and Zero Cents</u> | \$ <u>350.00</u> | \$ <u>3,500.00</u> |
| 15.0 | REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL. | 2,000 Tons | <u>Sixty Eight Dollars and Zero Cents</u> | \$ <u>68.00</u> | \$ <u>136,000.00</u> |
| 16.0 | REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS. | 1,000 Each | <u>Fifty Dollars and Zero Cents</u> | \$ <u>50.00</u> | \$ <u>50,000.00</u> |
| 17.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE. | 10,000 Lbs. | <u>Four Dollars and Zero Cents</u> | \$ <u>4.00</u> | \$ <u>40,000.00</u> |

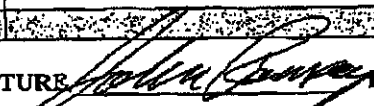
| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|--------------------|-------------------------------|----------------------|---------------------------|
| 18.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS. | 2,000 Tons | Twenty Dollars and Zero Cents | \$ 20.00 | \$ 40,000.00 |
| 19.0 | REMOVAL, HAULING, COLLECTION, RECYCLING AND/ OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW). | 10,000 Lbs. | Eight Dollars and Zero Cents | \$ 8.00 | \$ 80,000.00 |
| 20.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. | 500 Each | Forty Dollars and Zero Cents | \$ 40.00 | \$ 20,000.00 |
| 21.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES. | 1,000 Each | Nine Dollars and Zero Cents | \$ 9.00 | \$ 9,000.00 |
| 22.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS, STREAMS AND BAYOUS. | 10,000 Linear Feet | Nine Dollars and Zero Cents | \$ 9.00 | \$ 90,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 23.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF MARINE DEBRIS FROM WATERWAYS, BAYS, CANALS AND OCEANS. | 5,000 CY | Eighty Dollars and Zero Cents | \$ 80.00 | \$ 400,000.00 |
| 24.0 | RESTORATION OF CANAL BANKS AND SLOPES. | 5,000 CY | Nine Dollars and Zero Cents | \$ 9.00 | \$ 45,000.00 |
| 25.1 | REMOVAL OF ABANDONED CARS, TRUCKS AND VANS. | 50 Each | Two Hundred Twenty Five Dollars and Zero Cents | \$ 225.00 | \$ 11,250.00 |
| 25.2 | REMOVAL OF ABANDONED CAMPERS, RV'S AND SHIPPING CONTAINERS. | 10 Each | Four Hundred Dollars and Zero Cents | \$ 400.00 | \$ 4,000.00 |
| 25.3 | REMOVAL OF ABANDONED BUSES AND TRACTOR TRAILERS. | 5 Each | Five Hundred Dollars and Zero Cents | \$ 500.00 | \$ 2,500.00 |
| 25.4 | REMOVAL OF ABANDONED UTILITY AND BOAT TRAILERS. | 10 Each | One Hundred Dollars and Zero Cents | \$ 100.00 | \$ 1,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|---|--------------------------------------|--|
| 25.5 | REMOVAL OF ABANDONED VESSELS - 10 TO 26 FEET. | 300 Each | Twelve Hundred Dollars and Zero Cents Eight Hundred Dollars and Zero Cents | \$ 1,200.00 \$800.00 | \$ 360,000.00 \$240,000.00 |
| 25.6 | REMOVAL OF ABANDONED VESSELS - 27 TO 40 FEET. | 150 Each | Thirty Six Hundred Dollars and Zero Cents Two Thousand Fifty Dollars and Zero Cents | \$ 3,600.00 \$2,250.00 | \$ 540,000.00 \$337,500.00 |
| 25.7 | REMOVAL OF ABANDONED VESSELS - OVER 60 FEET. | 50 Each | Nine Thousand Dollars and Zero Cents Seven Thousand Dollars and Zero Cents | \$ 9,000.00 \$7,000.00 | \$ 450,000.00 \$350,000.00 |
| 26.0 | REMOVAL OF DEBRIS FROM SAND BEACHES. | 200 Tons | Eighty Five Dollars and Zero Cents | \$ 85.00 | \$ 17,000.00 |
| 27.0 | RAKING OF SAND BEACHES TO 12 INCH DEPTH. | 10,000 Sq. Yards | Three Dollars and Zero Cents | \$ 3.00 | \$ 30,000.00 |
| 28.0 | REMOVAL, SCREENING, REPLACING, AND GRADING OF BEACH SAND TO ORIGINAL CONTOUR. | 10,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 120,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|------------------|--|----------------------|---------------------------|
| 29.0 | REMOVAL OF DISASTER DEPOSITED BEACH SAND. | 5,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 60,000.00 |
| 30.0 | PROVISION OF EMERGENCY DELIVERY OF POTABLE BOTTLED WATER. | 75,000 Gallons | Sixty Cents | \$ 0.60 | \$ 45,000.00 |
| 31.0 | EMERGENCY DELIVERY OF BAGGED ICE. | 100,000 Lbs. | Twenty Five Cents | \$ 0.25 | \$ 25,000.00 |
| 32.0 | FIRE SUPPRESSION SUPPORT WATER WITH MINIMUM OF 1,500 GALLONS PER UNIT. | 75 Unit-Days | Two Hundred Dollars and Zero Cents | \$ 200.00 | \$ 15,000.00 |
| 33.0 | TEMPORARY SATELITE COMMUNICATIONS. | 15 Days | One Hundred Twenty Five Dollars and Zero Cents | \$ 125.00 | \$ 1,875.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|-------------------|---|----------------------|---------------------------|
| 34.0 | TEMPORARY EMERGENCY POWER GENERATION WITH MINIMUM OF 70 KW PER UNIT. | 75 Unit-Days | Two Hundred Seventy Five Dollars and Zero Cents | \$ 275.00 | \$ 20,625.00 |
| 35.0 | FLOOD CONTROL PUMPING AND WATER RELOCATION WITH 4 INCH MINIMUM PUMPS. | 75 Unit-Days | One Hundred Forty Dollars and Zero Cents | \$ 140.00 | \$ 10,500.00 |
| 36.0 | SEWER AND CULVERT CLEANING. | 1,000 Linear Feet | Seven Dollars and Zero Cents | \$ 7.00 | \$ 7,000.00 |
| 37.0 | STORMWATER CATCH BASIN CLEANING. | 3 Each | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 210.00 |
| 38.0 | DECONTAMINATION OF BUILDINGS AND FACILITIES. | 5,000 Sq. Feet | One Dollar and Eighty Cents | \$ 1.80 | \$ 9,000.00 |
| 39.0 | MOLD REMEDIATION OF BUILDINGS. | 5,000 Sq. Feet | Two Dollars and Fifty Cents | \$ 2.50 | \$ 12,500.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|---|------------------|------------------|-------------------------|----------------------|---------------------------|
| SIGNATURE  BY <u>John Ramsay</u> | | | TOTAL BID | | |
| TITLE <u>President & CEO</u> DATE <u>09/13/2017</u> | | | \$ <u>10,806,110.00</u> | | |

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/26/2017

Contract/Lease Control #: C17-2617-PW

Bid #: RFP PW 41-17

Contract/Lease Type: CONTRACT

Award To/Lessee: CROWDERGULF JOINT VENTURE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 9/20/2017

Expiration Date: 09/19/2020 W/ TWO (2) ONE (1) YR RENEWALS

Description of Contract/Lease: EMERGENCY DEBRIS REMOVAL

Department: PW


Department Monitor: AUTREY


Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

| CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 6/21/2019 | | | | | | | | |
|---|---|------------------------------|--|-------------------------------------|---|----------|----------------|----------|----------------|----------|
| PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | |
| COMPANIES AFFORDING COVERAGE | | | | | | | | | | |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">COMPANY</td> <td style="width: 70%;">A THE GRAY INSURANCE COMPANY</td> </tr> <tr> <td>COMPANY</td> <td>B</td> </tr> <tr> <td>COMPANY</td> <td>C</td> </tr> <tr> <td>COMPANY</td> <td>D</td> </tr> </table> | | | COMPANY | A THE GRAY INSURANCE COMPANY | COMPANY | B | COMPANY | C | COMPANY | D |
| COMPANY | A THE GRAY INSURANCE COMPANY | | | | | | | | | |
| COMPANY | B | | | | | | | | | |
| COMPANY | C | | | | | | | | | |
| COMPANY | D | | | | | | | | | |
| INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675 | | | | | | | | | | |
| COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | XSGL-074306 | 9/1/2017 | 7/1/2020 | GENERAL AGGREGATE Unlimited | | | | | |
| | | | | | PRODUCTS - COMP/OP AGG \$3,000,000.00 | | | | | |
| | | | | | PERSONAL & ADV INJURY \$1,000,000.00 | | | | | |
| | | | | | EACH OCCURRENCE \$1,000,000.00 | | | | | |
| | | | | | FIRE DAMAGE (Any one fire) \$50,000.00 | | | | | |
| | | | | | MED EXP (Any one person) \$5,000.00 | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | XSAL-075300 | 9/1/2017 | 7/1/2020 | COMBINED SINGLE LIMIT \$1,000,000.00 | | | | | |
| | | | | | BODILY INJURY (Per person) | | | | | |
| | | | | | BODILY INJURY (Per accident) | | | | | |
| | | | | | PROPERTY DAMAGE | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | | | | | |
| | | | | | OTHER THAN AUTO ONLY EACH ACCIDENT | | | | | |
| | | | | | AGGREGATE | | | | | |
| A | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | GXS-043486 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE \$4,000,000.00 | | | | | |
| | | | | | AGGREGATE \$4,000,000.00 | | | | | |
| A | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | GWC-071021-FL3 | 7/1/2019 | 7/1/2020 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER | | | | | |
| | | | | | EL EACH ACCIDENT \$1,000,000.00 | | | | | |
| | | | | | EL DISEASE - POLICY LIMIT \$1,000,000.00 | | | | | |
| | | | | | EL DISEASE - EA EMPLOYEE \$1,000,000.00 | | | | | |
| | OTHER | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. | | | | | | | | | | |
| Emergency Debris Removal Contract C17-2671-PW | | | | | | | | | | |
| CERTIFICATE HOLDER 2523#74_REVISED Okaloosa County 5479 Old Bethel Road, Suite A Crestview, FL 32536 | | | CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. | | | | | | | |
| | | | AUTHORIZED REPRESENTATIVE  THE GRAY IN: | | | | | | | |
| GCF 00 50 01 01 12 | | | CONTRACT#: C17-2617-PW CROWDER GULF JOINT VENTURE, INC. EMERGENCY DEBRIS REMOVAL EXPIRES: 09/19/2020 W/2 1 YR RENEWALS | | | | | | | |

| CERTIFICATE OF LIABILITY INSURANCE | | | | | DATE (MM/DD/YY) 6/26/2018 | |
|---|--|----------------|---|-----------------------------------|---|--------------------------------|
| PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910 | | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | |
| INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675 | | | COMPANIES AFFORDING COVERAGE | | | |
| | | | COMPANY A THE GRAY INSURANCE COMPANY | | | |
| | | | COMPANY B | | | |
| | | | COMPANY C | | | |
| COMPANY D | | | | | | |
| COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
| A | GENERAL LIABILITY | XSGL-074306 | 9/1/2017 | 7/1/2020 | GENERAL AGGREGATE | Unlimited |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG | \$3,000,000.00 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | PERSONAL & ADV INJURY | \$1,000,000.00 |
| | | | | | EACH OCCURRENCE | \$1,000,000.00 |
| | | | | | FIRE DAMAGE (Any one fire) | \$50,000.00 |
| | | | | | MED EXP (Any one person) | \$5,000.00 |
| A | AUTOMOBILE LIABILITY | XSAL-075300 | 9/1/2017 | 7/1/2020 | COMBINED SINGLE LIMIT | \$1,000,000.00 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY | |
| | | | | | EACH ACCIDENT | |
| A | EXCESS LIABILITY | GXS-043383 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE | \$4,000,000.00 |
| | <input type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE | \$4,000,000.00 |
| | <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | |
| A | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | GWC-071021-FL2 | 7/1/2018 | 7/1/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | EL EACH ACCIDENT | \$1,000,000.00 |
| | | | | | EL DISEASE - POLICY LIMIT | \$1,000,000.00 |
| | | | | | EL DISEASE - EA EMPLOYEE | \$1,000,000.00 |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. | | | | | | |
| Emergency Debris Removal Contract C17-2671-PW 17 <i>pb</i> | | | | | | |
| CERTIFICATE HOLDER 2523#74_REVISED Okaloosa County 5479 Old Bethel Road, Suite A Crestview, FL 32536 | | | CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. | | | |
| | | | AUTHORIZED REPRESENTATIVE | | | |
| | | |  THE GRAY INSURANCE COMPANY | | | |
| GCF 00 50 01 01 12 | | | | | | |

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
10/19/2017


| | |
|---|--|
| PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY |
|---|--|

| | |
|---|-------------------------------------|
| INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675 | COMPANY B COMPANY C COMPANY D |
|---|-------------------------------------|

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|----------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY | XSGI-074306 | 9/1/2017 | 9/1/2020 | GENERAL AGGREGATE Unlimited |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG \$3,000,000.00 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | PERSONAL & ADV INJURY \$1,000,000.00 |
| | | | | | EACH OCCURRENCE \$1,000,000.00 |
| | | | | | FIRE DAMAGE (Any one fire) \$50,000.00 |
| A | AUTOMOBILE LIABILITY | XSAL-075300 | 9/1/2017 | 9/1/2020 | MED EXP (Any one person) \$5,000.00 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | COMBINED SINGLE LIMIT \$1,000,000.00 |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per person) |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | BODILY INJURY (Per accident) |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY |
| | | | | | EACH ACCIDENT |
| A | EXCESS LIABILITY | GXS-043291 | 9/1/2017 | 9/1/2018 | AGGREGATE |
| | <input type="checkbox"/> UMBRELLA FORM | | | | EACH OCCURRENCE \$4,000,000.00 |
| | <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | AGGREGATE \$4,000,000.00 |
| A | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | GWC-071021-FL1 | 9/1/2017 | 9/1/2018 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | OTHER |
| | | | | | EL EACH ACCIDENT \$1,000,000.00 |
| | | | | | EL DISEASE - POLICY LIMIT \$1,000,000.00 |
| | OTHER | | | | EL DISEASE - EA EMPLOYEE \$1,000,000.00 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.
 Emergency Debris Removal Contract C17-2671-PW
 C17-2617-PW

| | |
|--|--|
| CERTIFICATE HOLDER Okaloosa County 5479 Old Bethel Road, Suite A Crestview, FL 32536 | CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  |
|--|--|

Louisiana certificate form:
 LDI COI 280990 01 12

**CONTRACT
FOR RFP PW 41-17
Emergency Debris Removal**

This Contract executed and entered into this 20th day of September, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and CrowderGulf Joint Venture, Inc. whose address is 5435 Business Parkway, Theodore Alabama 36582 (hereinafter the "Contractor"), and states as follows:

WITNESSETH:

WHEREAS, Okaloosa County has conducted an extensive competitive procurement process in accordance with local, state and Federal regulations and requirements, requesting proposals for emergency debris removal; and

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal of debris within the unincorporated areas of the County after storm and manmade disasters; and

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

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

WHEREAS, the immediate economical recovery of the County and its citizens is a major concern and the primary priority for recovery; and

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

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

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

WHEREAS, after due review of the proposals, the Board of County Commissioners for Okaloosa County has selected CrowderGulf Joint Venture, Inc. to provide Emergency Debris Removal; and

WHEREAS, the County wishes to engage the Contractor to perform such work, and Contractor wishes to accept such engagement, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY Mary L. Cannon
DEPUTY CLERK
DATE Sept 26, 2017



I. Incorporation of Documents

The following documents are incorporated by reference into this Contract:

1. Exhibit "A", Best and Final Offer; and
2. Exhibit "B", Request for Proposal (RFP) and Respondent's Acknowledgement, **RFP PW 41-17, Emergency Debris Removal**, date of opening May 8th, 2017, and any addendums thereto; and
3. Exhibit "C", additional Federal Requirements.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

The Contractor will provide Emergency Debris Removal, as further outlined in the attached Exhibit "A" (Best and Final Offer) and Exhibit "B" (Request for Proposal (RFP) and Respondent's Acknowledgement). Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Geographical Assignment

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

IV. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties and dated above.

The term of this Contract shall be from the date as set forth at the beginning of this Contract and continue for three (3) years. The parties have the option to renew for two (2) additional one (1) year periods upon agreement in writing and execution by both parties and upon advance notice of ninety (90) days.

The County may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed

appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Mobilization

When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100 % within 7 days of commencement and conduct these contracted services.

VI. Operation of Equipment

1. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
2. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

3. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) to the permanent disposal sites. The listing shall include the following information;
 - a. Truck and/or trailer license number.
 - b. Year, make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
4. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
5. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

VII. Security of Debris During Hauling

The Contractor is responsible for securing all loads during hauling operations in accordance with DOT guidelines. No loads shall extend over the side rails of the hauling equipment and shall be secured to avoid windblown debris while in transit.

VIII. Traffic Control

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

IX. Work Days/Hours

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

X. Hazardous and Industrial Wastes

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements. The County shall contract with a firm specializing in the management and disposal of such materials and waste.

XI. Stumps

All hazardous/eligible stumps identified by the County will be pulled, loaded, transported, stored, reduced and disposed in accordance with FEMA standards. All stumps with a diameter of 24 inches or smaller will be documented, invoiced and paid as cubic yard debris in accordance with FEMA Recovery Policy RP9523.11.

XII. Compliance With Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

XIII. Safe Work Environment

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the County and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

XIV. Inspection and Testing

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

XV. Monitoring

The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

XVI. Weight Scales and Inspection Towers

The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, as directed by the Owner, the Contractor shall provide certified truck scales and/or an inspection tower at each disposal site or (DMS). This will depend upon the choice of quantity measurement as weight (tons) or volume (cubic yards) for the various type of debris removed.

In cases where the Owner elects to measure pay quantities by weight, the Contractor shall acquire, setup and operate truck scales at each disposal site or DMS. All scales must be certified and must be operated and maintained in accordance with all applicable requirements. Debris hauling vehicles will be weighed both entering and leaving the DMS or disposal site on each trip to the site.

In cases where the Owner elects to measure pay quantities by volume, the contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspection tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling

vehicle, load ratings will be based on the portion of the vehicle visible from the tower and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

XVII. Accountable Debris Load Tickets

The County shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned the County
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded

Dumpsite location and time dumped

XVIII. Reports

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

- **Daily Reports:**
The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.
- **Weekly Summaries:**
A summary of all information contained in the daily reports as set out in Daily Report of this Contract or in a format required by the County.
- **Report(s) Delivery:**
The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the County in consultation with the Contractor.

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

XIX. Additional Supporting Documentation

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

XX. Disposal/Temporary Debris Storage Sites

The County has three approved Temporary Debris Storage Sites (vegetative only) approved by the Florida Department of Environmental Protection (FDEP) available for use in the aftermath of an emergency activation. One is in the Fort Walton Beach area and two are in Baker, Florida. The Contractor is responsible for the selection and procurement of additional sites as needed. The County will assist where possible.

XXI. Location of Debris Management Sites

Locations of all debris storage sites will be provided by the County. The County must approve site improvements before work begins and any costs, other than those found in Exhibit B of this Agreement.

XXII. Method of Payment

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Request for Proposal (RFP) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$1,000,000.

- a. Unit Price for Debris: The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization (plus ROE site work, if applicable) as directed by the County in accordance with the rates as set out in Exhibit "A" (Request for Proposal (RFP) and Respondent's Acknowledgement).

XXIII. Fees under options of renewal

If parties mutually agree to exercise the renewal option there will be no rate increase.

XXIV. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when

due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXV. Invoice Requirements

The Contractor shall request payment as set forth in attached Exhibit "A" Request for Proposal (RFP) and Respondent's Acknowledgement). County shall make payments within thirty (30) days of invoice date.

XXV. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by County shall be deemed to be a waiver of any of County's rights against Contractor.

XXVI. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

XXVII. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business

enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XXVIII. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

XXIX. Insurance

(1) Scope. The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

| | | |
|----|---------------------------------|--|
| 1. | Worker's Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$100,000 each accident |
| 2. | Business Automobile | \$1,000,000 each occurrence (A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence (A combined single limit) |
| 4. | Personal and Advertising Injury | \$250,000 |

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

XXX. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other

deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXXI. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative for the County shall be:

John Hofstad, County Administrator
1250 North Eglin Parkway, Suite 102
Shalimar, Florida, 32579
Phone: 850-651-7515
Fax: 850-651-7551
Email: jhofstad@co.okaloosa.fl.us

The authorized representative for CrowderGulf Joint Venture, Inc. shall be:

John Ramsay, President & CEO
5435 Business Parkway
Theodore Alabama 36582
Phone: 251-459-7430
Fax: 251-459-7433
Email: jramsay@crowdergulf.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: myoung@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XXXII. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

XXXIII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County 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 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 County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Agreement.

XXXIV. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly

authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the County during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Contractor at a location in Okaloosa County, Florida, provided that if any such material is located outside Okaloosa County, then, at County's option Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the County's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the County may terminate or suspend this Agreement.

County Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of County, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by cash payment.

XXXV. Compliance with Other Federal Standards

1. Clean Air Act.

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

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

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

2. Federal Water Pollution Control Act.

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

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

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

3. Federal Suspension and Debarment

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

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

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

c. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4. Lobbying

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

5. Compliance with Federal Laws, Regulations and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives.

6. Fraud and False or Fraudulent or Related Acts.

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

7. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION.

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 C.F.R. §200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

8. Energy Policy and Conservation Act (43 U.S.C. §6201)

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

9. 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 preapproval.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

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

XXXVI. Procurement of Recovered Materials

Contractor 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 C.F.R.

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

XXXVII. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XXXVIII. Entire Contract & Waivers

This Contract (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XXXIX. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XL. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XLII. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XLII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of CrowderGulf Joint Venture, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of CrowderGulf Joint Venture, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

CrowderGulf Joint Venture, Inc.

John Ramsay
Signature

President
Print Title

John Ramsay

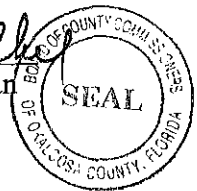
Print Name

Date: 9 / 15 / 17

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman

Date: 9 / 26 / 2017



ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



Exhibit C

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility

to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



Exhibit "B"

REQUEST FOR Proposals (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Emergency Debris Removal

RFP NUMBER:
RFP PW 41-17

| | | |
|---|-------------------------------|----------------|
| <u>MANDATORY PRE-PROPOSAL MEETING:</u> | April 24 th , 2017 | 10:00 A.M. cst |
| <u>LAST DAY FOR QUESTIONS:</u> | April 27 th , 2017 | 3:00 P.M. cst |
| <u>RFP OPENING DATE & TIME:</u> | May 8 th , 2017 | 3:00 P.M. cst |

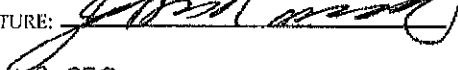
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME CrowderGulf Joint Venture, Inc.
MAILING ADDRESS 5435 Business Parkway
CITY, STATE, ZIP Theodore, AL 36582
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 01-0626019
TELEPHONE NUMBER: 800-992-6207 EXT: _____ FAX: 251-459-7433
EMAIL: jramsay@crowdergulf.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME John Ramsay
TITLE: President & CEO DATE 05/04/2017

NOTICE TO RESPONDENTS RFP PW 41-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) May 8th, 2017, for **Emergency Debris Removal**.

Interested respondents desiring consideration shall provide one (1) original and five (5) copies (total of 6) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

A mandatory pre-proposal meeting will be held at 10:00 a.m. on April 24th, 2017 at the Public Works' large training room located at 1759 South Ferdon Boulevard, Crestview, Florida 32536.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) May 8th, 2017 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Emergency Debris Removal". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.


NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Emergency Debris Removal
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536



Greg Kisela
Purchasing Director



Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel
Chairman

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP PW 41-17

PROPOSAL ITEM: Emergency Debris Removal

BACKGROUND:

The purpose of this solicitation is to seek qualified vendors to provide emergency debris removal services, which shall consist of collection, removal, and lawful disposal of disaster-generated debris from public property and public right of way in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster. Okaloosa County (the "County" or "Owner") is seeking proposals from qualified vendors with experience in management of disaster response. The Contractor must have the capability and ability to rapidly respond to wide-scale debris volumes typically produced in natural and man-made disasters as well as small scale debris removal.

The Contractor must handle debris management activities in conjunction with the County's needs and in accordance with the applicable local, state and federal laws and regulations, including but not limited to, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Division of Emergency Management (FDEM), Florida Department of Environmental Protection (FDEP) and Federal Emergency Management Agency (FEMA). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200, Title 23, and 23 CFR shall apply to this contract in order to be eligible for reimbursement under the Public Assistance Program. The Contractor shall not be paid to collect, remove, process or dispose of debris that is unrelated to disaster damage without written authorization from the Owner or designee. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) and public property debris removal.

NOTE: Okaloosa County reserves the right to award to multiple vendors.

GENERAL SCOPE OF WORK: Okaloosa County requests proposals for Emergency Debris Removal by individuals and/or organization(s) to provide the following tasks:

Payment Items:

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, at the Owner's direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees

removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

2. Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3. Loading and Hauling of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Transportation shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

4. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

5. Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

6. Loading and Hauling of Vegetative Debris Reduced by Burning:

Contractor shall load and haul all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative

debris from a DMS site or sites managed by others, to an approved landfill. Transportation shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees. Payment under this pay item shall be based on a per cubic yard quantity.

8. Removal and Hauling of C&D/ Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D)/ Mixed debris from public property and ROW, including structure demolition as approved by the Owner. Contractor shall deliver C&D/ Mixed debris to a DMS, transfer station, or landfill approved by the Owner and state environmental agency. All items associated with structure demolition shall be included in this pay item:

- Removal and transportation of demolished structures and scattered C&D/ Mixed debris on private property will be performed as identified by the Owner.
- The Contractor is required to strictly adhere to all local, state, and federal laws and regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner approved DMS, transfer station, or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolishing.

Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

9. Site Management of C&D/ Mixed Debris:

If requested by the Owner in writing, the Contractor shall manage one or more DMS sites for construction and demolition (C&D)/ Mixed debris. This may include C&D/ Mixed debris delivered to the DMS by the

Contractor, by the Owner, or by others. Site management and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security (if needed) and shall include segregation of types and sources of debris, as directed by the Owner. Additionally, the Contractor may be required to manage C&D/ Mixed debris delivered to DMS sites by the Owner or others, as directed by the Owner for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

10. Loading and Hauling of C&D/ Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall load and haul all staged construction and demolition (C&D)/ Mixed debris to a disposal site approved by the state environmental agency. The Contractor may be required to remove and haul C&D/ Mixed debris from a DMS site or sites managed by others, to an approved landfill. Transporting debris shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

11. Disposal of C&D/ Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D)/ Mixed debris removed from the ROW or an approved DMS for disposal at a landfill approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

12. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate vegetative debris pay items.

13. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size

categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate vegetative debris pay items.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental (absorbed) to the hazardous tree removal cost and will not be eligible for separate payment.

14. Removal of Hazardous Stumps:

The Contractor shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling the root-ball hole. Payment shall be on a per-stump basis.

Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table.

The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be incidental (absorbed) to the hazardous stump removal costs and will not be eligible for separate payment.

15. Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and

employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Demolition, Removal, Transport, and Disposal of RACM Structures

Under the Contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on public or private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D/ Mixed debris on public or private property, will be transported to an Owner-approved final disposal site in accordance with all Federal, State, and Local regulations.

- The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- Removal and transportation of eligible RACM demolished structures and eligible scattered C&D/ Mixed debris on private property will be performed as directed in writing by the Owner's authorized representative.
- Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto public or private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific ROE legal and operational procedures for public or private property debris removal programs if requested.
- Once RACM is removed, the remaining material shall be removed and hauled as C&D/ Mixed material and the costs associated with the non-RACM shall apply.

Payment under this item will be per ton.

16. White Goods:

The Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or

disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

17. Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs).

18. Concrete:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

19. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, collection, recycling, and/or disposal of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D/ Mixed debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs).

20. Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

21. Abandoned Tires:

The Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

22. Drainageways Debris

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways, streams and bayous, which are determined at the sole discretion of the Monitor and the County to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

23. Marine Debris

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible debris from waterways, bays, canals and oceans which is determined at the sole discretion of the Monitor and the County to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard quantity.

24. Restoration of canal banks and slopes:

Grading of canal banks shall be performed as directed by the Owner's representative, followed by placement and compaction of fill material to restore canal banks to pre-disaster condition, to include permanent stabilization. Payment under this item will be per cubic yard of placed and compacted fill material.

25. Abandoned Vehicles and Vessels:

- a) Remove, haul, decontaminate and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor (vehicles and vessels) from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.
- b) The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- c) The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under the Contract.

- d) At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.
- e) Once the vehicles and vessels have been cleared by the owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in strict compliance with all applicable Federal, State, and local laws.
- f) Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- g) Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- h) The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- i) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- j) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
- k) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- l) If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- m) The Contractor will provide removal of vehicles and vessels as directed by the Owner representative.
- n) Towing from the storage facility to the owner or insurance company location will be the responsibility of the owner or insurance company, and is not included in this scope and contract. The Contractor shall not charge the owner or insurance company storage fees or other fees for picking vehicles or vessels.
- o) In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Okaloosa County Sheriff's Office within 24 hours of tow. The

notification will be via email to the designated Sheriff's Office contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.

- p) The bidder represents that he is familiar with local conditions. Estimated quantities are not guaranties, but estimates only provided to assist bidders.
- q) Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under the Contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

Payment under this item will be per each.

25.1. Abandoned Cars, Trucks and Vans:

Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.

25.2. Abandoned Campers, RV's and Shipping Containers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.

25.3. Abandoned Busses and Tractor Trailers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of-way.

25.4. Abandoned Utility and Boat Trailers:

Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.

25.5. Abandoned Vessels – 10 to 26 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.

25.6. Abandoned Vessels – 27 to 40 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.

25.7. Abandoned Vessels – Over 40 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

26. Removal of Debris from Sand Beaches:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches. Contractor shall deliver debris to a final disposal site approved by the state environmental agency. The Contractor may at his option, store debris at a temporary DMS in order to improve turn-around time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of beach debris. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be per ton of debris removed.

27. Raking of Sand Beaches to a 12 Inch Depth:

As identified by the Owner or Monitor, the Contractor shall accomplish the raking of public beaches and private beaches if approved. Rakes shall be mounted on loaders or similar equipment and shall remove foreign items 3 inches by 3 inches by 12 inches or larger from sand to a depth of 12 inches. Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per square yard.

28. Removal, Screening, Replacing, and Grading of Beach Sand to Original Contour:

The Contractor shall accomplish the screening of beach sand from specific areas identified by the Owner or Monitor and approved by FEMA, on public beaches and private beaches if approved. Contractor shall remove, screen, replace, and grade beach sand to the approximate original beach contour. Depth of sand removal for screening shall be 3 inches to 12 inches as directed by the Owner or Monitor. Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per cubic yard of sand removed, screened and replaced.

29. Removal of Beach Sand:

As identified by the Owner or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the Owner or Monitor. Payment under this pay item shall be per cubic yard.

30. Emergency Delivery of Potable Bottled Water:

Payment under this pay item shall be based on a per gallon quantity.

31. Emergency Delivery of Bagged Ice:

Payment under this pay item shall be based on a per pound (Lbs.) quantity.

32. Fire Suppression Standby Support Water:

The minimum required quantity is 1500 gallons per unit. Proposed prices are based on a minimum of 5 standby trucks for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

33. Temporary Satellite Communications:

Payment under this pay item shall be based on a per day quantity.

34. Emergency Power Generation:

Provide minimum available power of 70 KW per unit. Proposed prices based on a minimum 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

35. Flood Control Pumping and Water Relocation with 4 Inch Minimum Pumps:

Proposed prices based on a minimum of 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

36. Sewer and Culvert Cleaning:

Payment under this pay item shall be based on a per linear foot quantity.

37. Stormwater Catch Basin Cleaning:

Payment under this pay item shall be per each.

38. Decontamination of Buildings and Facilities:

Payment under this pay item shall be based on per square foot of first floor area.

39. Mold Remediation of Buildings:

Mold remediation will be implemented in accordance with the Mold Protocol as required. Successful Contractor is required to develop a written work plan that is to be on hand during all remedial operations along with the Mold Protocol. The work plan will be general and requirements on each project application as an annex and shall address the contractors approach and methods for how the work will progress in accordance with the Mold Protocol. The Contractor will be required implement and obtain all permits and notifications for the work in accordance with all local, state and federal requirements. Payment under this pay item shall be based on per square foot of first floor area.

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CONTRACTOR'S PRICE PROPOSAL

Date 05.04.17

Proposal of CrowderGulf Joint Venture, Inc. (hereinafter called "Contractor"), authorized to do business under the laws of the State of Florida, proposes to Okaloosa County, Florida (hereinafter called "Owner").

The Contractor, in compliance with your request for proposals for:

EMERGENCY DEBRIS REMOVAL

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

14

Contractor acknowledges receipt of the following addenda:

Addendum 1

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|----------------------------------|----------------------|---------------------------|
| 1.0 | REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS, including limbs and trees placed on ROW under other pay items. | 250,000 CY | Seven Dollars and Zero Cents | \$ 7.00 | \$ 1,750,000.00 |
| 2.0 | SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | Two Dollars and fifty Cents | \$ 2.50 | \$ 625,000.00 |
| 3.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 60,000 CY | Three Dollars and Zero Cents | \$ 3.00 | \$ 180,000.00 |
| 4.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 60,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 252,000.00 |

Note 1: This price includes haul distances up to 25 miles for distances over 25 miles add \$0.09 / CY / Mile.

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|---|----------------------|---------------------------|
| 5.0 | SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | <u>One Dollar and Twenty Five Cents</u> | \$ <u>1.25</u> | \$ <u>312,500.00</u> |
| 6.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. | 25,000 CY | <u>Five Dollars and Zero Cents</u> | \$ <u>5.00</u> | \$ <u>125,000.00</u> |
| 7.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 25,000 CY | <u>Four Dollars and Twenty Cents</u> | \$ <u>4.20</u> | \$ <u>105,000.00</u> |
| 8.1 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DMS OR TRANSFER STATION. Note 1 | 200,000 CY | <u>Seven Dollars and Fifty Cents</u> | \$ <u>7.50</u> | \$ <u>1,500,000.00</u> |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--------------------------------|----------------------|---------------------------|
| 8.2 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE. | 200,000 CY | Seven Dollars and Fifty Cents | \$ 7.50 | \$ 1,500,000.00 |
| 9.0 | SITE MANAGEMENT OF C&D/ MIXED DEBRIS, IF APPROVED IN WRITING BY OWNER. | 200,000 CY | One Dollar and Twenty Cents | \$ 1.20 | \$ 240,000.00 |
| 10.0 | LOADING AND HAULING OF C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE, AS IDENTIFIED BY THE OWNER OR MONITOR. | 200,000 CY | Three Dollars and Fifty Cents | \$ 3.50 | \$ 700,000.00 |
| 11.0 | DISPOSAL OF C&D/ MIXED DEBRIS AT AN APPROVED DISPOSAL SITE including eligible debris which has been removed by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 200,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 840,000.00 |
| 12.0 | REMOVAL OF HAZARDOUS LIMBS OVER 2" IN DIAMETER AT THE POINT OF BREAK and placement to be loaded and hauled under other pay items. | 5,000 Trees | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 350,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| | | | | | |
| 13.1 | REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES and placement to be loaded and hauled under other pay items. | 250 Trees | <u>Twenty Five Dollars and</u> <u>Zero Cents</u> | \$ <u>25.00</u> | \$ <u>6,250.00</u> |
| 13.2 | REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES and placement to be loaded and hauled under other pay items. | 100 Trees | <u>Ninety Dollars and Zero</u> <u>Cents</u> | \$ <u>90.00</u> | \$ <u>9,000.00</u> |
| 13.3 | REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items. | 50 Trees | <u>One Hundred Forty Dollars</u> <u>and Zero Cents</u> | \$ <u>140.00</u> | \$ <u>7,000.00</u> |
| 13.4 | REMOVAL OF HAZARDOUS TREES OVER 36 INCHES and placement to be loaded and hauled under other pay items. | 10 Trees | <u>One Hundred Ninety Dollars</u> <u>and Zero Cents</u> | \$ <u>190.00</u> | \$ <u>1,900.00</u> |
| | | | | | |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 14.1 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES including backfill of the hole. | 250 Stumps | One Hundred Eighty Dollars and Zero Cents | \$ 180.00 | \$ 45,000.00 |
| 14.2 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES including backfill of the hole. | 100 Stumps | Two Hundred Forty Dollars and Zero Cents | \$ 240.00 | \$ 24,000.00 |
| 14.3 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES including backfill of the hole. | 10 Stumps | Three Hundred Fifty Dollars and Zero Cents | \$ 350.00 | \$ 3,500.00 |
| 15.0 | REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL. | 2,000 Tons | Sixty Eight Dollars and Zero Cents | \$ 68.00 | \$ 136,000.00 |
| 16.0 | REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS. | 1,000 Each | Fifty Dollars and Zero Cents | \$ 50.00 | \$ 50,000.00 |
| 17.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE. | 10,000 Lbs. | Four Dollars and Zero Cents | \$ 4.00 | \$ 40,000.00 |


| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|--------------------|-------------------------------|----------------------|---------------------------|
| 18.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS. | 2,000 Tons | Twenty Dollars and Zero Cents | \$ 20.00 | \$ 40,000.00 |
| 19.0 | REMOVAL, HAULING, COLLECTION, RECYCLING AND/ OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW). | 10,000 Lbs. | Eight Dollars and Zero Cents | \$ 8.00 | \$ 80,000.00 |
| 20.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. | 500 Each | Forty Dollars and Zero Cents | \$ 40.00 | \$ 20,000.00 |
| 21.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES. | 1,000 Each | Nine Dollars and Zero Cents | \$ 9.00 | \$ 9,000.00 |
| 22.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS, STREAMS AND BAYOUS. | 10,000 Linear Feet | Nine Dollars and Zero Cents | \$ 9.00 | \$ 90,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 23.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF MARINE DEBRIS FROM WATERWAYS, BAYS, CANALS AND OCEANS. | 5,000 CY | Eighty Dollars and Zero Cents | \$ 80.00 | \$ 400,000.00 |
| 24.0 | RESTORATION OF CANAL BANKS AND SLOPES. | 5,000 CY | Nine Dollars and Zero Cents | \$ 9.00 | \$ 45,000.00 |
| 25.1 | REMOVAL OF ABANDONED CARS, TRUCKS AND VANS. | 50 Each | Two Hundred Twenty Five Dollars and Zero Cents | \$ 225.00 | \$ 11,250.00 |
| 25.2 | REMOVAL OF ABANDONED CAMPERS, RV'S AND SHIPPING CONTAINERS. | 10 Each | Four Hundred Dollars and Zero Cents | \$ 400.00 | \$ 4,000.00 |
| 25.3 | REMOVAL OF ABANDONED BUSES AND TRACTOR TRAILERS. | 5 Each | Five Hundred Dollars and Zero Cents | \$ 500.00 | \$ 2,500.00 |
| 25.4 | REMOVAL OF ABANDONED UTILITY AND BOAT TRAILERS. | 10 Each | One Hundred Dollars and Zero Cents | \$ 100.00 | \$ 1,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 25.5 | REMOVAL OF ABANDONED VESSELS – 10 TO 26 FEET. | 300 Each | Twelve Hundred Dollars and Zero Cents | \$ 1,200.00 | \$ 360,000.00 |
| 25.6 | REMOVAL OF ABANDONED VESSELS – 27 TO 40 FEET. | 150 Each | Thirty Six Hundred Dollars and Zero Cents | \$ 3,600.00 | \$ 540,000.00 |
| 25.7 | REMOVAL OF ABANDONED VESSELS – OVER 60 FEET. | 50 Each | Nine Thousand Dollars and Zero Cents | \$ 9,000.00 | \$ 450,000.00 |
| 26.0 | REMOVAL OF DEBRIS FROM SAND BEACHES. | 200 Tons | Eighty Five Dollars and Zero Cents | \$ 85.00 | \$ 17,000.00 |
| 27.0 | RAKING OF SAND BEACHES TO 12 INCH DEPTH. | 10,000 Sq. Yards | Three Dollars and Zero Cents | \$ 3.00 | \$ 30,000.00 |
| 28.0 | REMOVAL, SCREENING, REPLACING, AND GRADING OF BEACH SAND TO ORIGINAL CONTOUR. | 10,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 120,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|------------------|--|----------------------|---------------------------|
| 29.0 | REMOVAL OF DISASTER DEPOSITED BEACH SAND. | 5,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 60,000.00 |
| 30.0 | PROVISION OF EMERGENCY DELIVERY OF POTABLE BOTTLED WATER. | 75,000 Gallons | Sixty Cents | \$ 0.60 | \$ 45,000.00 |
| 31.0 | EMERGENCY DELIVERY OF BAGGED ICE. | 100,000 Lbs. | Twenty Five Cents | \$ 0.25 | \$ 25,000.00 |
| 32.0 | FIRE SUPPRESSION SUPPORT WATER WITH MINIMUM OF 1,500 GALLONS PER UNIT. | 75 Unit-Days | Two Hundred Dollars and Zero Cents | \$ 200.00 | \$ 15,000.00 |
| 33.0 | TEMPORARY COMMUNICATIONS. SATELITE | 15 Days | One Hundred Twenty Five Dollars and Zero Cents | \$ 125.00 | \$ 1,875.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|-------------------|---|----------------------|---------------------------|
| 34.0 | TEMPORARY EMERGENCY POWER GENERATION WITH MINIMUM OF 70 KW PER UNIT. | 75 Unit-Days | Two Hundred Seventy Five Dollars and Zero Cents | \$ 275.00 | \$ 20,625.00 |
| 35.0 | FLOOD CONTROL PUMPING AND WATER RELOCATION WITH 4 INCH MINIMUM PUMPS. | 75 Unit-Days | One Hundred Forty Dollars and Zero Cents | \$ 140.00 | \$ 10,500.00 |
| 36.0 | SEWER AND CULVERT CLEANING. | 1,000 Linear Feet | Seven Dollars and Zero Cents | \$ 7.00 | \$ 7,000.00 |
| 37.0 | STORMWATER CATCH BASIN CLEANING. | 3 Each | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 210.00 |
| 38.0 | DECONTAMINATION OF BUILDINGS AND FACILITIES. | 5,000 Sq. Feet | One Dollar and Eighty Cents | \$ 1.80 | \$ 9,000.00 |
| 39.0 | MOLD REMEDIATION OF BUILDINGS. | 5,000 Sq. Feet | Two Dollars and Fifty Cents | \$ 2.50 | \$ 12,500.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|--|------------------|------------------|-----------------------------------|----------------------|---------------------------|
| SIGNATURE  BY John Ramsay | | | TOTAL BID \$ <u>11,228,610.00</u> | | |
| TITLE <u>President & CEO</u> DATE <u>05.05.17</u> | | | | | |

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

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ADDITIONAL SERVICES TO BE PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

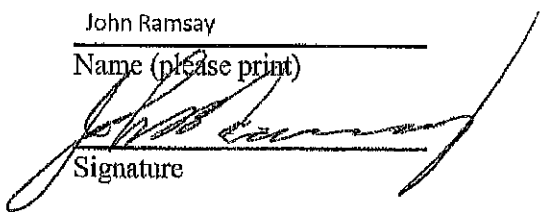
In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

CrowderGulf Joint Venture, Inc.
Business
5435 Business Parkway
Address
Theodore, AL 36582
City, State, Zip Code
800-992-6207
Office Phone

John Ramsay
Name (please print)

Signature
jramsay@crowdlergulf.com
E-mail
251-459-7433
Fax Number

(Seal - if proposal is by corporation)

EVALUATION & CONTRACT AWARD

EVALUATION:

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer who after evaluation of the criteria stated in Item D is determined to best meet the needs of the Owner. The Owner has the option to:
1. Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 2. Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
 3. Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. The following criteria will be used by the selection committee to evaluate the proposals:
- Cost of services offered (**Financial Proposal 45 pts**)
 - Responsiveness and completeness of the proposal. Demonstrated knowledge of FDOT and FHWA requirements and FEMA procedures and reimbursement guidelines (**Technical Proposal 35 pts**)
 - Qualifications and experience of key staff on similar projects (**Qualifications 15 pts**)
 - References from past projects of similar size and scope (**References 5 pts**)
- D. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.

GRANT REQUIREMENTS:

In order to comply with federal grant regulations, additional rules and regulations will apply. See **EXHIBIT B**.

TERM OF CONTRACT:

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

RENEWAL OPTION:

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

SPECIAL CONDITIONS

1. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- C. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- F. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

2. Contractor's Equipment:

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be

secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

- B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information;
 - a. Truck and/or trailer license number.
 - b. Year, make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

3. Property Damage:

- A. The Contractor shall be responsible for all damage to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.
- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

4. Monitoring: The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive,

to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

5. Inspection Towers: As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

6. Hours of Work: Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

7. Time is of the Essence – Liquidated Damages: Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. Contractor shall be required to remove at least 5,000 cubic yards of debris per working day OR 2% of the Owner estimated total debris quantity for the project, whichever is less, during the performance of the Contract. Working days shall be mutually determined to be six or seven days per week, other than days determined to be bad weather days. For each day that this production requirement is not met, Contractor shall pay to the Owner an amount equal to one percent of the CONTRACTED value per day in liquidated damages due to project delays, plus an amount equal to one percent of the CONTRACTED value per day in special damages for extra costs to the Owner for monitoring and managing the extended project. These damages will not apply in any calendar week in which the average quantity of debris removed per day during the week exceeds the lesser of 5,000 cubic yards OR 2% of the estimated debris quantity. However, in no event shall the time period for Completion of the Contract exceed 90 days from Notice to Proceed for complete performance in every respect under the Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the Owner's Contract for Services pursuant to this RFP no later than seventy-two (72) hours following notification by Owner that proposal has been accepted. Contractor shall commence performance of services within twenty-four (24) hours of any Notice to Proceed.

8. Subcontractors: All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

9. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to insure that all required records are provided to the Owner at Contractor's expense.

10. Progress Reports: Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

11. Hazardous Tree and Limb Removal: Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

12. Stump Removal:

The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

13. Roadway Clearance: As requested by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this

phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

14. Debris Work Sites: The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

15. Payments: To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets completed by the Monitor at the DMS or disposal sites.

16. SIDE SCAN SONAR SERVICES: The Contractor shall provide vessels, including experienced personnel, fuel and other associated costs, mobilization/demobilization and preparation fees required for the performance of the contract. In addition, shall provide a daily detail work plan to the County and Monitor. The Contractor shall also furnish any additional standard equipment and accessories normally supplied in the industry, as required by the County, in order to meet the requirements of these specifications.

17. SIDE SCAN SONAR TECHNICAL SPECIFICATIONS: The Contractor must provide side scan sonar results of 250 kHz or greater resolution, or of resolution adequate to identify a 50 cm diameter target. Reports must identify vessels, automobiles, structures resulting from an event in County navigable waterways, including location via GPS coordinates, estimated size and type of debris, and water depth. The range may not exceed 100 feet. Side scan sonar data will be corrected for slant range and layback. Contacts or targets will be located and reported in an electronic format. An image and coordinates of each contact with approximate dimensions will be produced in a simple report. A mosaic for each square mile will be produced to show the general location of the contacts or clear sea floor. The contact location method will be verified on known targets in the area, such as pilings or platforms with known locations. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by Okaloosa County in advance.

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GENERAL SUPPLY/ CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

BONDING REQUIREMENTS

1. **BID BOND:** Bidders are required to submit a Bid bond, Cashier's or Certified Check in the amount of **\$10,000** payable to the Okaloosa County Board of County Commissioners. Any proposal which is not accompanied by a bid guaranty shall be considered non-responsive and ineligible for award. All bidders shall be entitled to the return of the bid bond within ten (10) calendar days after execution of a contract between a successful bidder and Okaloosa County.
2. **PERFORMANCE BOND/PAYMENT BOND:** The bidder to whom a contingent award is made and are notified of activation of the contract for an event shall duly execute and deliver to the County a Performance and Payment Bond in the amount of **\$10,000** per sector. The complete form shall be delivered to the County within ten (10) calendar days after award by the Board of County Commissioners. If the bidder fails to deliver the Payment and Performance Bond within this specified time, the County shall declare the bidder in default of the contractual terms and conditions. The County shall not accept any proposal from the bidder for a twelve (12) month period following such default.

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.

7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County

representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
 - 5.) Pollution Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$100,000 each accident |
| 2. Business Automobile | \$1,000,000 each occurrence (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence (A combined single limit) |
| 4. Personal and Advertising Injury | \$250,000 |
| 5. Pollution Liability | \$1,000,000 |

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days' written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: myoung@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF PROPOSAL – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies (*including the incorporated municipalities of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar, and Valparaiso*) under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

4. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
5. **SUBMITTAL OF PROPOSAL** - A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

6. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
8. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

9. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
10. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
11. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
12. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.

13. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
14. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

15. **AWARD OF CONTRACT** -

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

16. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
17. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
18. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
19. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

20. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
21. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
22. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

23. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from

public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. **PROTECTION OF RESIDENT WORKERS** - The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.

28. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
31. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
32. **The following documents are to be submitted with the proposal packet:**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Certification Regarding Lobbying Proposal Sheet
 - I. Governmental Debarment & Suspension
 - J. Proposal Sheet

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DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 05/04/2017

SIGNATURE: 

COMPANY: CrowderGulf Joint Venture, Inc.

NAME: John Ramsay

(Typed or Printed)

ADDRESS: 5435 Business Parkway

Theodore, AL 36582

TITLE: President & CEO

E-MAIL: jramsay@crowdergulf.com

PHONE NO.: 800-992-6207

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: X

NAME(S)

POSITION(S)

FIRM NAME: CrowderGulf Joint Venture, Inc.

BY (PRINTED): John Ramsay

BY (SIGNATURE): 

TITLE: President & CEO

ADDRESS: 5435 Business Parkway Theodore, AL 36582

PHONE NO.: 800-992-6207

E-MAIL: jramsay@crowdergulf.com

DATE: 05/04/2017

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 05/04/2017

SIGNATURE: 

COMPANY: CrowderGulf Joint Venture, Inc.

NAME: John Ramsay

ADDRESS: 5435 Business Parkway

TITLE: President & CEO

Theodore, AL 36582

E-MAIL: jramsay@crowdergulf.com

PHONE NO.: 800-992-6207

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I John R. [Signature] representing CrowderGulf Joint Venture, Inc.
Signature Company Name

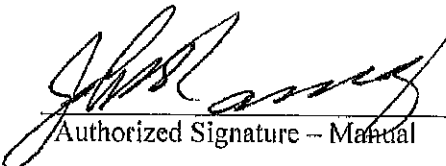
On this 4th day of MAY 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

CrowderGulf Joint Venture, Inc.

Respondent's Company Name


Authorized Signature -- Manual

5435 Business Parkway Theodore, AL 36582

Physical Address

John Ramsay

Authorized Signature -- Typed

Same as Above

Mailing Address

President & CEO

Title

251-459-7430

Phone Number

251-459-7433

FAX Number

646-872-1548

Cellular Number

800-992-6207

After-Hours Number(s)

05/04/2017

Date

COMPANY DATA

Respondent's Company Name: CrowderGulf Joint Venture, Inc.

Physical Address & Phone #:

5435 Business Parkway

Theodore, AL 36582

800-992-6207

Contact Person (Typed-Printed): John Ramsay

Phone #: 251-459-7430

Cell #: 646-872-1548

Email: jramsay@crowdergulf.com

Federal ID or SS #: 01-0626019

Respondent's License #: CGC1522633

Respondent's DUNS #: 195686477

Fax #: 251-459-7433

Emergency #'s After Hours,
Weekends & Holidays: 800-992-6207

ADDENDUM ACKNOWLEDGEMENT

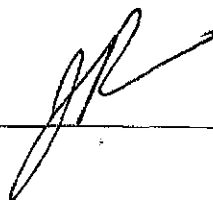
Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

1

05/02/2017

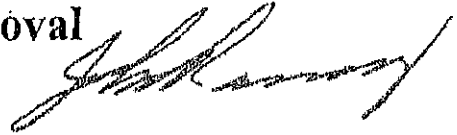


NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ADDENDUM 1

RFP PW 41-17

Emergency Debris Removal



This addendum revises the original Request for Proposal and answers the questions listed below. If you have any questions or concerns regarding this, please direct them to the Purchasing Department at 850-689-5960.

1. Is a Florida State General Contractor's License required for this RFP as it was required for the previous Okaloosa County RFP Pre Event Emergency Debris Removal?

It is a **multi-part answer** depending on whether the work is simply removing debris or involves demolition of structures and/or involve utilities:

1. Just removing debris: No County license is required, unaware of any State requirements. *Contractors will need to reach out to the Florida Department of State.*
2. Demolishing structures and disconnecting utilities: If the work involves the demolition of structures and/or capping of utilities (as may be the case per item 8 of the Scope of Work), then a contractor performing the work needs to have one of the following licenses:
 - a. Demolition Contractor (this a local license issued by the County)
 - b. State Division 1 Residential Contractor (up to 2 stories, residential structures only)
 - c. State Division 1 Building Contractor (residential or commercial structures up to 3 stories)
 - d. State Division 1 General Contractor (residential or commercial, no limits)
3. For instances in which there is no debris to be removed but utilities still need to be disconnected, a licensed underground utility contractor can do the work in addition to the above.

Contractors need to check with the Okaloosa County Tax Collector's office and other municipalities to see whether emergency debris haulers need to have applicable Business Tax Receipts.

2. There is no bid bond requirement currently mentioned in the RFP, is there a Bid Bond required for this proposal and if so at what rate or percentage? See revised RFP
3. Page 33 of the RFP .pdf, #7. Time is of the Essence – Liquidated Damages; states that the contractor agrees to provide necessary performance and payment bonds however there is not a bond rate specified...please indicate at which rate the performance rate and payment bond rates shall be calculated? See 2 CFR

- a. Page #35 of the RFP .pdf state under Bonding Requirements that there are no Bonding requirements...please clarify any and all bonding requirements? See revised RFP
4. The RFP stipulates that the contractor shall be responsible for all tipping and disposal fees.
- a. Should the tipping and disposal fees simply be extended through unit costs or are bid items 4.0, 7.0 and 11.0 pricing for tipping and disposal cost only? 4.0, 7.0 & 11.0 for tipping or disposal cost
- b. What method of conversion from cubic yardage pay items to tonnage shall be used to calculate costs for disposal sites and landfills which charge by the ton for line items which pay by the cubic yard? Contractor-Landfill negotiation / agreement
- c. In the event that any or all of the landfills and or disposal sites increase disposal fees, how will any potential increase in costs be covered during this contract's duration? Once the bid is accepted, there will be no price changes.
5. Will the County assist in identifying pre-event potential alternate TDMS sites? No, the contractor will have to identify and permit additional location.
6. #24 Restoration of Canal Banks and Slopes: Please specify which types of fill and vegetation will be allowed for this? In addition, will erosion blankets, geotextile, rip rap, etc... be required for bank stabilization under this bid item? See #24, page 9. See County construction standards and apply generally accepted construction practices applied to drainage construction
7. Will the monitoring company which will be overseeing this contract be using an automated data entry system? Yes
8. Please explain how anticipated revenues from recycled materials, ie. Mulch, Scrap Metal, etc... is to be reflected in the unit bid prices? Revenue from recycled material will need to be credited back to Okaloosa County.
9. Per Item 7 – “The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency.” “The Contractor shall be responsible for all site permitting requirements.” - How can the disposal contractor be responsible for permitting the site that managed by another Contractor? Page 4, Item 7 – Contractor shall be responsible for all site permits requirements at the disposal facility.
10. Page 29 – The RFP refers to estimated quantities for bid purposes but there are no estimated quantities provided here or on the bid schedule. What are the estimated

quantities? See, "Contractor Price Proposal", pages 18-28 for referenced estimated quantities.

11. Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:

- a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number? Contractor should provide the "TOTAL BID" on page 28 of the RFP for consideration in accordance with the "Evaluation & Contract Award" criteria.
- b. Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weight the importance of each line item? Equally. Contractor's Price Proposal will be reviewed and analyzed for completeness and irregularities.

12. Who will provide the locations of the TDSR or Debris Management sites (DMS)? County may want to provide DMS information.

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

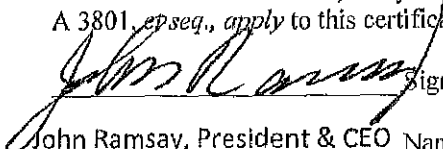
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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.

CrowderGulf Joint

The Contractor, 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

John Ramsay, President & CEO Name and Title of Contractor's Authorized Official

05/04/2017 Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**


The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

John Ramsay, President & CEO

Printed Name and Title of Authorized Representative


Signature

05/04/2017

Date

PROPOSAL SHEET

Date Submitted: 05/04/2017

PROPOSAL#: RFP PW 41-17

PROPOSAL TITLE: Emergency Debris Removal

| | CrowderGulf Joint Venture, Inc. | | | | |
|--|---------------------------------|--|--|--|--|
| QUALIFICATIONS | | | | | |
| Cost of services offered Financial Proposal 45 Points | | | | | |
| Responsiveness and completeness of the proposal. Demonstrated knowledge of FDOT and FHWA requirements and FEMA procedures and reimbursement guidelines Technical Proposal 35 Points | | | | | |
| Qualifications and experience of key staff on similar projects Qualifications 15 Points | | | | | |
| References from past projects of similar size and scope References 5 Points | | | | | |
| | | | | | |
| Total (100-point scale) | | | | | |

EXHIBIT B

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are 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.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard 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.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **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 government wide 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. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **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. The contractor shall certify compliance.
13. **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.

14. **Procurement of Recovered Materials:** 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.

15. **Access to Records and Reports:**

Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**
All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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Exhibit "A"

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|----------------------------------|----------------------|---------------------------|
| 1.0 | REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS, including limbs and trees placed on ROW under other pay items. | 250,000 CY | Seven Dollars and Zero Cents | \$ 7.00 | \$ 1,750,000.00 |
| 2.0 | SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | Two Dollars and fifty Cents | \$ 2.50 | \$ 625,000.00 |
| 3.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 60,000 CY | Three Dollars and Zero Cents | \$ 3.00 | \$ 180,000.00 |
| 4.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 60,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 252,000.00 |

Note 1: This price includes haul distances up to 25 miles for distances over 25 miles add \$0.09 / CY / Mile.

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|----------------------------------|----------------------|---------------------------|
| 5.0 | SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others. | 250,000 CY | One Dollar and Twenty Five Cents | \$ 1.25 | \$ 312,500.00 |
| 6.0 | LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others. Note 1 | 25,000 CY | Five Dollars and Zero Cents | \$ 5.00 | \$ 125,000.00 |
| 7.0 | DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 25,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 105,000.00 |
| 8.1 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DMS OR TRANSFER STATION. | 200,000 CY | Seven Dollars and Fifty Cents | \$ 7.50 | \$ 1,500,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--------------------------------|----------------------|---------------------------|
| 8.2 | REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE. | 200,000 CY | Seven Dollars and Fifty Cents | \$ 7.50 | \$ 1,500,000.00 |
| 9.0 | SITE MANAGEMENT OF C&D/ MIXED DEBRIS, IF APPROVED IN WRITING BY OWNER. | 200,000 CY | One Dollar and Twenty Cents | \$ 1.20 | \$ 240,000.00 |
| 10.0 | LOADING AND HAULING OF C&D/ MIXED DEBRIS TO AN APPROVED DISPOSAL SITE, AS IDENTIFIED BY THE OWNER OR MONITOR. | 200,000 CY | Three Dollars and Fifty Cents | \$ 3.50 | \$ 700,000.00 |
| 11.0 | DISPOSAL OF C&D/ MIXED DEBRIS AT AN APPROVED DISPOSAL SITE including eligible debris which has been removed by the Contractor, Owner, or others, with Contractor paying all tipping fees. | 200,000 CY | Four Dollars and Twenty Cents | \$ 4.20 | \$ 840,000.00 |
| 12.0 | REMOVAL OF HAZARDOUS LIMBS OVER 2" IN DIAMETER AT THE POINT OF BREAK and placement to be loaded and hauled under other pay items. | 5,000 Trees | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 350,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 13.1 | REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES and placement to be loaded and hauled under other pay items. | 250 Trees | Twenty Five Dollars and Zero Cents | \$ 25.00 | \$ 6,250.00 |
| 13.2 | REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES and placement to be loaded and hauled under other pay items. | 100 Trees | Ninety Dollars and Zero Cents | \$ 90.00 | \$ 9,000.00 |
| 13.3 | REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items. | 50 Trees | One Hundred Forty Dollars and Zero Cents | \$ 140.00 | \$ 7,000.00 |
| 13.4 | REMOVAL OF HAZARDOUS TREES OVER 36 INCHES and placement to be loaded and hauled under other pay items. | 10 Trees | One Hundred Ninety Dollars and Zero Cents | \$ 190.00 | \$ 1,900.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 14.1 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES including backfill of the hole. | 250 Stumps | One Hundred Eighty Dollars and Zero Cents | \$ 180.00 | \$ 45,000.00 |
| 14.2 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES including backfill of the hole. | 100 Stumps | Two Hundred Forty Dollars and Zero Cents | \$ 240.00 | \$ 24,000.00 |
| 14.3 | EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES including backfill of the hole. | 10 Stumps | Three Hundred Fifty Dollars and Zero Cents | \$ 350.00 | \$ 3,500.00 |
| 15.0 | REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL. | 2,000 Tons | Sixty Eight Dollars and Zero Cents | \$ 68.00 | \$ 136,000.00 |
| 16.0 | REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS. | 1,000 Each | Fifty Dollars and Zero Cents | \$ 50.00 | \$ 50,000.00 |
| 17.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE. | 10,000 Lbs. | Four Dollars and Zero Cents | \$ 4.00 | \$ 40,000.00 |

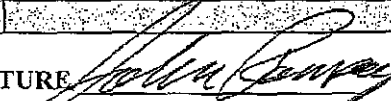
| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|--------------------|-------------------------------|----------------------|---------------------------|
| 18.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS. | 2,000 Tons | Twenty Dollars and Zero Cents | \$ 20.00 | \$ 40,000.00 |
| 19.0 | REMOVAL, HAULING, COLLECTION, RECYCLING AND/ OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW). | 10,000 Lbs. | Eight Dollars and Zero Cents | \$ 8.00 | \$ 80,000.00 |
| 20.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. | 500 Each | Forty Dollars and Zero Cents | \$ 40.00 | \$ 20,000.00 |
| 21.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES. | 1,000 Each | Nine Dollars and Zero Cents | \$ 9.00 | \$ 9,000.00 |
| 22.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS, STREAMS AND BAYOUS. | 10,000 Linear Feet | Nine Dollars and Zero Cents | \$ 9.00 | \$ 90,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|--|----------------------|---------------------------|
| 23.0 | REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF MARINE DEBRIS FROM WATERWAYS, BAYS, CANALS AND OCEANS. | 5,000 CY | Eighty Dollars and Zero Cents | \$ 80.00 | \$ 400,000.00 |
| 24.0 | RESTORATION OF CANAL BANKS AND SLOPES. | 5,000 CY | Nine Dollars and Zero Cents | \$ 9.00 | \$ 45,000.00 |
| 25.1 | REMOVAL OF ABANDONED CARS, TRUCKS AND VANS. | 50 Each | Two Hundred Twenty Five Dollars and Zero Cents | \$ 225.00 | \$ 11,250.00 |
| 25.2 | REMOVAL OF ABANDONED CAMPERS, RV'S AND SHIPPING CONTAINERS. | 10 Each | Four Hundred Dollars and Zero Cents | \$ 400.00 | \$ 4,000.00 |
| 25.3 | REMOVAL OF ABANDONED BUSES AND TRACTOR TRAILERS. | 5 Each | Five Hundred Dollars and Zero Cents | \$ 500.00 | \$ 2,500.00 |
| 25.4 | REMOVAL OF ABANDONED UTILITY AND BOAT TRAILERS. | 10 Each | One Hundred Dollars and Zero Cents | \$ 100.00 | \$ 1,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|------------------|---|--------------------------------------|--|
| 25.5 | REMOVAL OF ABANDONED VESSELS - 10 TO 26 FEET. | 300 Each | Twelve Hundred Dollars and Zero Cents Eight Hundred Dollars and Zero Cents | \$ 1,200.00 \$800.00 | \$ 360,000.00 \$240,000.00 |
| 25.6 | REMOVAL OF ABANDONED VESSELS - 27 TO 40 FEET. | 150 Each | Thirty Six Hundred Dollars and Zero Cents Two Thousand Fifty Dollars and Zero Cents | \$ 3,600.00 \$2,250.00 | \$ 540,000.00 \$337,500.00 |
| 25.7 | REMOVAL OF ABANDONED VESSELS - OVER 60 FEET. | 50 Each | Nine Thousand Dollars and Zero Cents Seven Thousand Dollars and Zero Cents | \$ 9,000.00 \$7,000.00 | \$ 450,000.00 \$350,000.00 |
| 26.0 | REMOVAL OF DEBRIS FROM SAND BEACHES. | 200 Tons | Eighty Five Dollars and Zero Cents | \$ 85.00 | \$ 17,000.00 |
| 27.0 | RAKING OF SAND BEACHES TO 12 INCH DEPTH. | 10,000 Sq. Yards | Three Dollars and Zero Cents | \$ 3.00 | \$ 30,000.00 |
| 28.0 | REMOVAL, SCREENING, REPLACING, AND GRADING OF BEACH SAND TO ORIGINAL CONTOUR. | 10,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 120,000.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|--|------------------|--|----------------------|---------------------------|
| 29.0 | REMOVAL OF DISASTER DEPOSITED BEACH SAND. | 5,000 CY | Twelve Dollars and Zero Cents | \$ 12.00 | \$ 60,000.00 |
| 30.0 | PROVISION OF EMERGENCY DELIVERY OF POTABLE BOTTLED WATER. | 75,000 Gallons | Sixty Cents | \$ 0.60 | \$ 45,000.00 |
| 31.0 | EMERGENCY DELIVERY OF BAGGED ICE. | 100,000 Lbs. | Twenty Five Cents | \$ 0.25 | \$ 25,000.00 |
| 32.0 | FIRE SUPPRESSION SUPPORT WATER WITH MINIMUM OF 1,500 GALLONS PER UNIT. | 75 Unit-Days | Two Hundred Dollars and Zero Cents | \$ 200.00 | \$ 15,000.00 |
| 33.0 | TEMPORARY SATELITE COMMUNICATIONS. | 15 Days | One Hundred Twenty Five Dollars and Zero Cents | \$ 125.00 | \$ 1,875.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|----------|---|-------------------|---|----------------------|---------------------------|
| 34.0 | TEMPORARY EMERGENCY POWER GENERATION WITH MINIMUM OF 70 KW PER UNIT. | 75 Unit-Days | Two Hundred Seventy Five Dollars and Zero Cents | \$ 275.00 | \$ 20,625.00 |
| 35.0 | FLOOD CONTROL PUMPING AND WATER RELOCATION WITH 4 INCH MINIMUM PUMPS. | 75 Unit-Days | One Hundred Forty Dollars and Zero Cents | \$ 140.00 | \$ 10,500.00 |
| 36.0 | SEWER AND CULVERT CLEANING. | 1,000 Linear Feet | Seven Dollars and Zero Cents | \$ 7.00 | \$ 7,000.00 |
| 37.0 | STORMWATER CATCH BASIN CLEANING. | 3 Each | Seventy Dollars and Zero Cents | \$ 70.00 | \$ 210.00 |
| 38.0 | DECONTAMINATION OF BUILDINGS AND FACILITIES. | 5,000 Sq. Feet | One Dollar and Eighty Cents | \$ 1.80 | \$ 9,000.00 |
| 39.0 | MOLD REMEDIATION OF BUILDINGS. | 5,000 Sq. Feet | Two Dollars and Fifty Cents | \$ 2.50 | \$ 12,500.00 |

| ITEM NO. | ITEM DESCRIPTION | ASSUMED QUANTITY | UNIT PRICE (Written) | UNIT PRICE (Numeric) | PRICE EXTENSION (Numeric) |
|---|------------------|------------------|-----------------------------------|----------------------|---------------------------|
| SIGNATURE  BY <u>John Ramsay</u> | | | TOTAL BID \$ <u>10,806,110.00</u> | | |
| TITLE <u>President & CEO</u> DATE <u>09/13/2017</u> | | | | | |

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

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ADDITIONAL SERVICES TO BE PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

CrowderGulf Joint Venture, Inc.

Business

5435 Business Parkway

Address

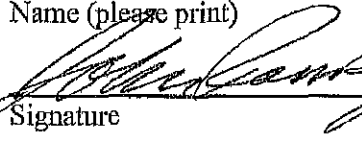
Theodore, Al. 36582

City, State, Zip Code

800-992-6207

Office Phone

John Ramsay

Name (please print)


Signature

jramsay@crowdergulf.com

E-mail

251-459-7433

Fax Number

(Seal - if proposal is by corporation)



7793

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

CA# 25

DATE: September 19, 2017
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Greg Kisela
SUBJECT: Approval of the contract with CrowderGulf Joint Venture, Inc.
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of the contract with CrowderGulf Joint Venture, Inc. for providing Emergency Debris Removal. (RFP PW 41-17)

BACKGROUND & ANALYSIS: On July 11th, 2017 the Board approved the request to begin contract negotiations with CrowderGulf Joint Venture, Inc., D&J Enterprises, Inc. and Ceres Environmental Services, Inc. which were chosen to provide Emergency Debris Removal. The contract for CrowderGulf Joint Venture, Inc. is now complete and is ready for the Chairman's signature. Staff requests approval of the contract with CrowderGulf Joint Venture, Inc. and requests authorization for the Chairman to sign the documents.

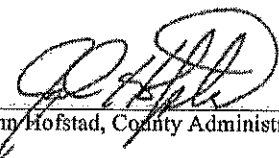
OPTIONS: Approve/Deny

RECOMMENDATION: Staff recommends approval of the contract with CrowderGulf Joint Venture, Inc.




Greg Kisela, Purchasing Director 9/14/2017

RECOMMENDED BY:



John Hofstad, County Administrator 9/14/2017

APPROVED BY:




PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: RFP PW 41-17 Tracking Number: 2579-17
Procurement/Contractor/Lessee Name: Crowder Gulf Grant Funded: YES ___ NO ___
Purpose: Emergency Debris Removal
Date/Term: 3 yrs w/two (2), one (1) yr option 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: PW 3. \$25,000 OR LESS
Dept. Monitor Name: Autrey

Purchasing Review

Procurement requirements are met:


Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 9/11/17

2CFR Compliance Review (if required)

Approved as written:

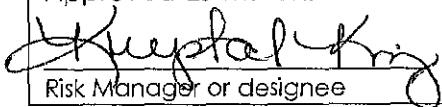

Grants Coordinator

Renee Biby

Date: 9/11/2017

Risk Management Review

Approved as written:

with updated Insurance Requirements

Risk Manager or designee

Laura Porter or Krystal King

Date: 9-11-17

County Attorney Review

Approved as written:

see approval dated
County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 9/12/17

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, September 12, 2017 12:48 PM
To: Matthew Young; Renee (Gayla) Biby
Cc: Lynn Hoshihara
Subject: RE: 9-11-17 Emergency Debris Removal (DJ Enterprises).docx

This is good to go from legal.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Tuesday, September 12, 2017 1:33 PM
To: Parsons, Kerry; Renee (Gayla) Biby
Cc: Lynn Hoshihara
Subject: RE: 9-11-17 Emergency Debris Removal (DJ Enterprises).docx
Importance: High

Good afternoon,

Attached is the most up-to-date revision for the Emergency Debris Removal contract. If this is good to go, I'll duplicate the contract for the remaining three (3) Emergency Debris Removal KTRs.

Renee, is currently reviewing the Debris Monitoring Services contract draft...

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, September 12, 2017 8:33 AM
To: Renee (Gayla) Biby <rbiby@co.okaloosa.fl.us>
Cc: Matthew Young <myoung@co.okaloosa.fl.us>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: 9-11-17 Emergency Debris Removal (DJ Enterprises).docx

Please see my attached comments and revisions – Also please remember to always cc Lynn on these emails.

From: Renee (Gayla) Biby [mailto:rbiby@co.okaloosa.fl.us]
Sent: Monday, September 11, 2017 3:19 PM

To: Matthew Young; Parsons, Kerry

Subject: 9-11-17 Emergency Debris Removal (DJ Enterprises).docx

I have attached the initial contract with my changes. I will wait until I hear back from Legal on whether or not she accepts the changes before I move on to the other identical contracts.

Thanks,

Renee

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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

SAM Search Results
List of records matching your search for :

Search Term : crowdergulf* joint* venture* inc.*
Record Status: Active

No Search Results