## AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA AND WITT O'BRIENS, LLC

(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 13th, day of \_\_\_\_\_\_, 2021 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and Witt O'Briens, LLC a for Limited Liability Corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 27-2783923.

#### RECITALS

WHEREAS, the County is in need of a contractor to provide Disaster Debris Monitoring and Support Management ("Services"); and

WHEREAS, Request for Proposals 21-039 and;

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County fully described in the exhibits attached to this contract.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. <u>Recitals and Attachments</u>. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" - Request for Proposals 21-039 and Contractors Scope of Services

Attachment "B" – Insurance Requirements;

Attachment "C" - Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" – Scrutinized Companies Certification;

Attachment "E" - Special Conditions - Additional Federal Requirements;

Services. Contractor agrees to perform the following services, support the oversight and management of debris recovery contractors. The selected contractor should be capable of providing a range of related services including damage assessment, training, emergency planning, infrastructure restoration, and other services as needed and ordered by the County. Other services may include, but not limited to, facilitating communication with Florida Department of Transportation (FDOT), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the

County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

- 1. <u>Mobilization</u>. When a written Notice to Proceed has been received by the Contractor it will make arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100% within 7 days of receipt of the notice of commencement.
- 2. <u>Term and Renewal</u>. The term of this Agreement shall begin July 13, 2021 and shall continue for a period of Three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, one year renewals.

- 3. <u>Compensation</u>. The Contractor will be paid for their services provided in accordance with the terms and conditions of this contracts as set forth in the attached Exhibit "A" (RFP response). The maximum contract sum payable by the County to the Contractor per disaster is Not to Exceed Three Million, Five Hundred Thousand Dollars (\$ 3,500,000.00), unless mutually amended and agreed to by the parties in writing. Contractor exceeds the above stated cap at its own risk.
  - a. Contractor shall submit an invoice to the County upon completion of each task order provided. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
  - b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

- 4. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
- **5.** <u>Insurance.</u> Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

#### 6. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Fifteen (15) days to cure such default. If the default remains uncured after Thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. <u>Termination for Insolvency</u>. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. <u>Termination for failure to adhere to the Public Records Law</u>. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- 7. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.
- **8.** <u>Public Records.</u> 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. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
  - a. Keep and maintain public records required by the County to perform the service.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gocv, 6945 Caroline Street, Milton, FL 32570.

- 9. <u>Audit</u>. 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.
- 10. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	With a copy to: Public Works 6075 Old Bagdad Highway Milton, FL 32583
If to the Contractor:	Witt O'Brien's, LLC 2200 Eller Drive Fort Lauderdale, FL 33316

- 11. <u>Assignment</u>. 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.
- 12. <u>Subcontracting</u>. 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 Agreement. 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.
- 13. <u>Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 14. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
  - a. <u>Compliance with Regulations</u>: The Contractor 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 and attached hereto as Attachment "C".
  - b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, 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.
  - c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: 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.

- d. <u>Information and Reports</u>: 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 County or other governmental entity 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 County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. <u>Incorporation of Provisions</u>: 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 County 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 County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 15. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
  - 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
  - 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.
- 16. <u>Debarment and Suspension</u>. Contractor as part of the procurement response, Attachment "A" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:
  - 1. Checking the System for Award Management at website: <a href="http://www.sam.gov">http://www.sam.gov</a>.
  - 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
  - 3. Inserting a clause or condition in the covered transaction with the lower tier contract.
- 17. <u>Minority/Women's Business Enterprises</u>. 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 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):
  - 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.
- 18. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, 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 Services, 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.

- 19. <u>Conflict of Interest</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.
- 20. <u>Independent Contractor</u>. Contractor enters into this Agreement 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 Agreement.
- 21. <u>Third Party Beneficiaries</u>. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 22. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

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.

23. <u>Taxes and Assessments</u>. 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.

24. <u>Prohibition Against Contracting with Scrutinized Companies</u>. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 25. Special Conditions Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.
- 26. Grant or Agreement Requirements. Through the course of this Agreement the County may be awarded state or federal grants that may fund some or all of the Services to be provided under this agreement. Contractor will be provided a copy of the executed grant agreement and agrees to comply with all the requirements of the grant agreement.
- 27. <u>Inconsistencies and Entire Agreement</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term,

statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

- 28. 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.
- 29. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- 30. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and 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.

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

- 1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature Chris Denney

Print Name

SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer, Clerk of Court

David C. Piech, Chairman

#### Attachment "A"

# SANTA ROSA COUNTY, FLORIDA



# RFP 21-039 Disaster Debris Monitoring and Support Management

#### **June 2021**

OWNER: BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

SAM PARKER	-DISTRICT I
ROBERT A. "BOB" COLE	-DISTRICT II
JAMES CALKINS	-DISTRICT III
DAVE PIECH	-DISTRICT IV
COLTEN WRIGHT	-DISTRICT V

# SECTION I. Request for Proposal

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#### **MEMORANDUM**

TO: Company Addressed DATE: June 9, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: RFP 21-039 Disaster Debris Monitoring and Support Management

Santa Rosa County is seeking proposals from qualified firms to provide professional services to monitor and manage disaster debris collection for the County. The Contractor is expected to be highly knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration regulations, guidelines, and operating policies. The Contractor will also serve as an advisor and support the County through a disaster recovery effort.

It is the intent of the County to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on June 24, 2021,** at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**RFP 21-039 Disaster Debris Monitoring and Support Management**". Please provide the original proposal, labeled "ORIGINAL", and one (1) copy labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: <a href="https://www.santarosa.fl.gov/391/Procurement-Office">https://www.santarosa.fl.gov/391/Procurement-Office</a> "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to 4:30 p.m. on June 16, 2021.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

# SECTION II. INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

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#### PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review 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: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; <a href="mailto:Bidinfo@santarosa.fl.gov">Bidinfo@santarosa.fl.gov</a>.

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. 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 written addenda, and will be posted to the Santa Rosa County website at <a href="https://www.santarosa.fl.gov">https://www.santarosa.fl.gov</a> keyword; Bids.

Such written addenda or modification shall be part of the bid 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 bid. No respondent may rely upon any verbal modification or interpretation.

#### PROPOSED SCHEDULE

Request for Proposal Published June 9, 2021

Deadline for Questions June 16, 2021 @ 4:30 p.m. Proposals Due June 24, 2021 @ 10:00 a.m.

#### PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

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 may be rejected.

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 bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in proposal submissions.

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 bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

#### **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 bid and shall be sealed and clearly labeled with the words "RFP 21-039 Disaster Debris Monitoring and Support Management", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid 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 email, facsimile, or telephone will NOT be accepted.

#### INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

#### WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

#### **INTERPRETATION**

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

#### PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

#### CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

#### ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

#### 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 bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. 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 bid specifications.

#### **FAMILIARITY WITH LAWS**

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 bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

#### **EXAMINATION OF DOCUMENTS AND SITE**

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

#### RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with or without cause and accept the proposal that in its judgment is in the best interest of the County.

#### **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:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

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.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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.

#### REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 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 responses, proposals, or final replies, whichever is earlier.

#### 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, <u>wandap@santarosa.fl.gov</u>; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

#### 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.

#### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

#### <u>AUDIT</u>

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 bid from the date of the award through three (3) years after the expiration of contract.

#### 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.

#### 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.

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

#### 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.

#### CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence 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 Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

#### EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

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

of the County.

#### FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

#### **SYSTEM OF AWARD MANAGEMENT**

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

#### PROCUREMENT OF RECOVERED MATERIALS

All respondents 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.

#### DOMESTIC PREFERENCE

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

#### CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United states and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

#### MISC. FEDERAL REQUIREMENTS

All respondents should be aware that some federal funds may be utilized in the course of services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal

government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from any award. Should a federal awarding agency require adherence to Supplemental Standard Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

#### 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.

#### PROTECTION OF RESIDENT WORKERS

The Santa Rosa 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. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Santa Rosa 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.

# SECTION III. SANTA ROSA COUNTY DOCUMENTS AND FORMS

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#### **BID SUBMISSION CHECKLIST**

RFP 21-039 Disaster Debris Monitoring and Support Management  Contractor Name:			
Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.			
1 Original Bid Package and 1 Copy with 1 Electronic Copy in .pdf on a CD or USB Drive			
Bid Submittal Checklist attached to top of Original Bid Package			
Bid Form			
Cone of Silence			
Sworn Statement Public Entity Crimes			
Debarment Form			
References Form			
Conflict of Interest Form			
Copy of current Required Insurance declaration page with Santa Rosa County name interest, or, Letter of Insurability from Carrier stating that the levels of coverage will b obtained.			
Proof of business registration with the state of Florida			
Proof of registration with the Federal System of Award Management (SAM)			
All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION			
Firm:			
By:			
(Print)			
Signature:			
Title:			

#### **CONE OF SILENCE FORM**

SRC Procurement Form COS 013 01 091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers 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,	representing	
(Print)	(Company)	
On this of Silence" cl proposal/subn	2020 hereby agree to abide by the County's "Cond violation of this policy shall result in disqualification of	
(Signature)		

# SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:

2.	This sworn statement is submitted by,	whose business, and (if (if the ng this sworn		
3. My name is and my relationship t named above is (title).		to the entity		
4.				
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), <u>Florida S</u> means a finding of guilt or a conviction of a public entity crime with or without an adjudica guilt, in any federal or state trial court of records relating to charges brought by indictrinformation after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of g nolo contendere.				
6.	. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statute	s, means:		
	a. A predecessor or successor of a person convicted of a public entity crime; or			
	b. An entity under the control of any natural person who is active in the management and who has been convicted of a public entity crime. The term "affiliate" includes directors, executives, partners, shareholders, employees, members, and agents who a management of an affiliate. The ownership by one of shares constituting a controlling persons when not for fair interest in another person, or a pooling of equipment or persons when not for fair market value under an length agreement, shall be a prima fac person controls another person. A person who knowingly convicted of a public entity of during the preceding 36 months shall be considered an affiliate.	those officers, re active in the income among income among ie case that one		
7.	. I understand that a "person" as defined in paragraph 287 .133 (1) (e), <u>Florida Statur</u> natural person or entity organized under the laws of the state or of the United States power to enter into a binding contract provision of goods or services let by a public enterwise transacts or applies to transact business with a public entity. The term "per those officers, directors, executives, partners, shareholders, employees, members, and	with the legal entity, or which erson" includes		

active in management of an entity.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

	8.	Based on information and belief, the state entity submitting this sworn statement. (		
	sha	either the entity submitting this sworn sareholders, employees, member, or agents e entity have been charged with and convide	s who are active in management o	f the entity, nor affiliate o
	sha the	he entity submitting this sworn statement, of archolders, employees, members, or agents e entity has been charged with and convictease attach a copy of the final order)	s who are active in management of	the entity, or an affiliate of
	bef ent	the person or affiliate was placed on the confore a hearing officer of the State of Floatered by the hearing officer determined the theorem the convicted vendor list. (Please attack)	orida, Division of Administrative hat it was in public interest to ren	Hearings. The final order
		ne person or affiliate has not been placed on, or pending with, the department of General		e describe any action taker
TH EN YE PU AM	E P TIT AR BLI IOU	DERSTAND THAT THE SUBMISSION OF PUBLIC ENTITY IDENTIFIED IN PARTY ONLY AND THAT THIS FORM IS VOLUMED. I ALSO UNLIED ENTITY PRIOR TO ENTERING IN JUNE JUNE 10 SECTION 287.017, IGE IN THE INFORMATION CONTAINS.	ARAGRAPH 1 (ONE) ABOVE VALID THROUGH DECEMBER DERSTAND THAT I AM REQUITO A CONTRACT IN EXCEST, FLORIDA STATUTES FOR CA	IS FOR THAT PUBLIC 31 OF THE CALENDAR JIRED TO INFORM THE S OF THE THRESHOLD
Na	me			
Sig	 ŗnat	ture	Date	
affi	ixed	ONALLY APPEARED BEFORE ME, the label his/her signature at the space provided ally known to me, or has provided	d above on this day of	, 20, and is
		E OF FLORIDA ITY OF:		Notary Public
		ommission expires:		Troubly I work

#### **DEBARMENT FORM**

SRC Procurement Form Debar 022\_00\_082719

#### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name:		Title:	
Signature:			
<b></b>			
Street Addres	ss:		
City:			
	Zip Code:		
Solicitation N	Name	# XX-XXX	

#### REFERENCES FORM

SRC Procurement Form Memo 024 00 082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME	
PROPOSAL POINT OF CONTACT	PHONE
EMAIL	
REFERENCE I.	
PROJECT NAME:	
AGENCY:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
TELEPHONE:	
PROJECT COST:	-
COMPLETION DATE:	
SCOPE of Project (list tasks, attach samples of deliverable)	oles, outlines or descriptions of items:
(You may attach information to this form)	
List key personnel assigned to this project that will work assignments. You may attach information to this form):	x on the County project (include

#### REFERENCE II.

PROJECT NAME:	
AGENCY:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
TELEPHONE:	
PROJECT COST:	
COMPLETION DATE:	
SCOPE of Project (list tasks, attach samples of deliverab	oles, outlines or descriptions of items:
(You may attach information to this form)	
List key personnel assigned to this project that will work assignments. You may attach information to this form):	on the County project (include
REFERENCE III.	
PROJECT NAME:	
AGENCY:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
TELEPHONE:PROJECT COST:	
COMPLETION DATE:	
SCOPE of Project (list tasks, attach samples of deliverable)	oles outlines or descriptions of items:
(You may attach information to this form)	ones, outlines of descriptions of items.
List key personnel assigned to this project that will work assignments. You may attach information to this form):	on the County project (include

#### CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027 00 091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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:		
Name(s)	Position(s)	
All respondents must agree to comply including it with their submittal.		e following statement and
FIRM NAME:		
BY (PRINTED):	 	
BY (SIGNATURE):	 	
TITLE:		
ADDRESS:	State	Zip Code
PHONE NO:		
E-MAIL:		
Date:		

#### **Santa Rosa County**

#### **Insurance Requirements**

#### **March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of **1,000,000** per person/**1,000,000** per accident and **1,000,000** for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

#### **Special Requirements:**

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

- b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- 3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

# Insurance Checklist

Proposal/Project Reference\_RFP 21-039 Disaster Debris Monitoring and Support Management

Requir	ed Coverage (Marked by "X")	Minimum Limits	
1.	Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit	
2.	Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate	
3.	XAutomobile Liability – including Hired and Non- Owned	\$1,000,000. CSL	
1	Professional Liability coverage	\$1,000,000. Per Occurrence	
4.	Froressional Liability Coverage	\$2,000,000. Per Occurrence	
5.	Asbestos Removal Liability	44 000 000 0	
6.	Medical Malpractice	\$1,000,000 Per Occurrence	
7.	Garage Liability	\$1,000,000. BI/PD- Occurrence	
8.	Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision	
9	Inland Marine- Bailee's Insurance	\$	
10.	Moving and Rigging Floater	Endorsement to CGL	
11	Crime/Dishonesty Bond	\$	
12	Builders Risk/Installation Floater – Provide coverage in Full	amount of Contract.	
13	Owner's Protective Liability	\$	
1/1	Evcess/Limbrella Liability	¢	

# **General Requirements**

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

# **SECTION IV.**

# PROJECT MANUAL, SPECIFICATIONS, PLANS AND SUPPORTING DOCUMENTATION

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## SCOPE OF WORK

# **BACKGROUND**

Santa Rosa County is a coastal community and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, fires, earthquakes, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian.

The County requires services to support the oversight and management of debris recovery contractors. The selected contractor should be capable of providing a range of related services including damage assessment, training, emergency planning, infrastructure restoration, and other services as needed and ordered by the County. Other services may include, but not limited to, facilitating communication with Florida Department of Transportation (FDOT), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

It is the intent of the County to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services.

**GENERAL SCOPE OF WORK**: Santa Rosa County requests proposals for Emergency Debris Monitoring Services by individuals and/or organization(s):

- 1. Santa Rosa County requires the support of contract debris monitors following a disaster. The contract monitors are necessary to support the debris removal from public rights-of- way and public property, monitoring the reduction and disposal sites, as well as roving monitors to assure debris management plan and contracts are effectively and efficiently implemented.
- 2. Within 24 hours of notification, the Contractor will provide an on-site management contact or project manager to assist in the oversight of pre-event staging of debris contractors, planning, and logistics. This contact should be the main point of contact throughout the recovery project. Within 72 hours of notification, the Contractor shall be able to provide adequate number of qualified personnel (all personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States) to monitor up to 30 debris removal sites and 5 reduction/disposal sites along with associated roving monitors. The Contractor will be required to increase or reduce its staffing from this point depending on severity of debris generating event.
- 3. The Contractor shall provide all monitors with appropriate personal protective equipment to include but not limited to eye protection, hearing protection, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local

requirements.

- 4. The Contractor shall provide a mandatory debris monitor training session for all its supervisors and monitors prior to the start of the first shift and periodically as needed to ensure compliance with all federal, state, and local regulations for safety and debris management.
- 5. The Contractor shall provide all transportation and communication equipment necessary to remain in contact with its own staff, the County, the debris contractor, and all required logistical support vendors and organizations.
- 6. Immediately following the storm, Contractor will establish points of contact with other contractors, confirm the previously established geographical divide of Santa Rosa County by zone and make any recommendations for changes, assign contractors to zones at the direction of the County, inform other contractors of the locations of existing Debris Management Sites (DMS), and identify new DMSs as needed.
- 7. The Contractor will establish a Debris Management Center in the County to include Call Center Hotline for public information. In the event of a catastrophic event, the County will assist the Contractor in obtaining a location.
- 8. All monitoring will be done in compliance with FEMA and State guidelines and will abide by any Santa Rosa County Requirements.
- 9. All monitors shall have GPS capability for the purpose of recording exact locations of debris removal and validating the progress of debris removal; ex: ...documenting a street is cleared on a last pass.

The selected firm must handle debris monitoring activities in Santa Rosa County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The firm must have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief program regulations regarding eligibility. The selected firm shall assist the County with disaster debris management services to include, but not limited to:

- Assist in the development of a disaster debris management plan by meeting with County prior to the start of hurricane season each year.
- Develop forms, databases, etc. for tracking field activities, submitting invoicing to FEMA, other Federal and State Agencies, etc. Such forms and invoices must be compatible with County software and approved by County personnel.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor and County, State and Federal agencies.

- Provide field inspectors to monitor disaster debris collection contractors (cleanup crews) to ensure collection is provided in accordance with County, State, and FEMA standards, including contractual provisions specified in County disaster debris collection contract.
- Provide field inspectors at designated check points to check and verify information on debris removal and at DMS located throughout the County.
- Assist the County in the development of a detailed scope of work for debris collection contract activities. Assist the County in the planning and implementation of the debris removal contract activities.
- Verify that debris operations are eligible for reimbursement, costs are reasonable, quantification of the debris is accurate, and tracking of debris to its final disposition is recorded and in compliance with all regulatory requirements and cost reimbursement.
- Develop a plan to document and correct non-compliance issues.
- Establish a methodology to separate ineligible work from eligible work should the County decide to undertake work that is not eligible for FEMA funding and provide support for identifying and complying with funding requirements for programs other than FEMA
- Follow current version of FEMA 327 Public Assistance Debris Monitoring Guide as directed by County Administrator or his/her designee.

The selected firm shall be responsible for the training, scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for temporary storage facilities and disaster debris collection, including, but not limited to:

- Meet with County staff and disaster debris collection contractor initially and periodically to review, formulate and update cleanup plans.
- Coordinate with all local, state and federal agencies as needed on DMS issues such as notification, obtaining and managing all required permits, determining reimbursement, etc.
- Provide preliminary assessment and documentation of all DMSs prior to debris being stored onsite.
- Conduct follow-up inspections after all debris has been removed from DMSs and confirm that the debris management contractor has returned the site to original conditions subject to approval by County Staff.
- Provide personnel to supervise the operation of DMS including monitor incoming loads of debris, processing of debris, and outgoing loads of processed debris.
- Provide a safe working environment including properly constructed monitoring towers,

- adequate and appropriate personal protective equipment (PPE), and Traffic Control measures and devices when working along a right of way or haul road.
- Develop Health and Safety Plan to be provided to all personnel and reviewed daily during safety briefings.
- Set up and coordinate with the debris contractor the schedules for monitors each day and determine cleanup crew assignments.
- Monitor and record the cubic yard capacity of each truck added into service; this shall be the physical measurement of the truck bed or trailer.
- Keep records of cleanup crew trucks: cubic yards, time in and out, number of loads per day, and other data as requested by County.
- Coordinate with County to respond to problems in the field, such as property damage complaints, cleanup crew issues, other customer complaints, etc. Contractor shall maintain a detailed database of customer complaints and resolution.
- Conduct end of day activities, such as verifying completion of cleanup crew assignments, completion of all record keeping, trucks have left disposal site and locking down facilities.
- Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps and trees. Contractor shall insure FEMA eligibility requirements are met and required documentation is prepared for hazardous trees, limbs, and stumps. Contractor shall work with a validation team as necessary to determine eligible work.
- Daily report to County of cleanup crew assignments shall include locations working and number of trucks assigned, total loads and cubic yards collected, and an electronic realtime updated map of streets where debris is collected.
- Daily personnel tracking sheets (field reports) shall be maintained for all personnel assigned to the project. Problems noted shall be logged into a database, immediately reported to county personnel, and addressed/resolved.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations, and final debris disposal for FEMA and audit purposes. Includes maintaining a database of debris managed and costs incurred, and reconciliation of debris collection contractor invoices.
- Compile records and forms and assist the County with the preparation of FEMA, State, other Federal agencies, and Federal required forms for Reimbursement Submittals.
- Provide all reports in electronic format, such as PDF, and supply dynamic data regarding work locations, number of trucks, where debris is being picked up, where debris has been picked up, road clearance status, etc. in formats that allow timely coordination and use by the County's Geographical Information Systems.

Selected firm shall be responsible for providing work space and equipment necessary to perform

their duties as part of the negotiated rate. This includes, but is not limited to:

- Office space, including electrical power/generator.
- Computers, printers, software and all related equipment.
- Office furnishings
- Office supplies
- Cell phones
- Cameras, batteries, etc.
- PPE for all associated hazards
- Appropriate warning devices for work in rights of way (traffic control)
- Handheld GPS Data Collectors
- Easily identifiable markings on all monitor vehicles (magnetic signs)
- Any other equipment needed for their operations.

Additional support shall be provided, if requested by the County:

- Development and implementation of public information efforts.
- Assist in determining eligibility and provide reimbursement documentation for debris removal from waterways and drainage ways.
- Setup of telephone answering banks and provision of customer service personnel.
- Other support activities related to disaster response activities.
- Support with submittal of information to FEMA, FHWA, NRCS, and other State and Federal agencies.

# OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor's Loading Site Monitors and Reduction/Disposal Site Monitors must wear required safety equipment, as needed, whenever on the site. The following are mandatory: hard hat, reflective vest, work boots, long pants, appropriate cold and rainy weather clothing, eye and hearing protection. The Contractor shall be responsible for the adherence to and familiarity with the Health and Safety Plan for all personnel. Daily safety briefings should include discussion of site safety procedures and emergency response protocols. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County before commencing work.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.

The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Santa Rosa County by any regulatory agency or by any third party as a result of noncompliance with federal, state or local laws and environmental laws and regulations or nuisance statutes by Contractor, its subcontractors or any other persons, corporations or legal entities retained by the Contractor under this contract.

# I. Company Profile:

A company profile including the firm name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company, if any. Provide the name of the person who shall serve as authorized negotiator and can execute contracts for Respondent, should Respondent be selected to negotiate with Owner.

# II. Experience:

Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last seven (7) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least ten (10) FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past seven (7) years, including at least two projects involving removal of at least 500,000 cubic yards of debris each. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed, and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

#### III. Personnel:

Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

# **IV. Conflicts:**

All Respondents must certify that the Respondent, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. Has Respondent had a contract related to debris removal cancelled within the past seven (7) years? If so, state the name and address of the other contracting party and reason.

# V. Technical Approach:

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors.

#### Travel

All travel expenses must be incorporated into the hourly rates charged for services. No additional travel or per diem will be paid.

#### Mobilization

The Contractor must indicate the time it will take upon receiving a Notice to Proceed; to fully staff the project.

#### References

The respondent shall provide references for three debris projects of 500,000 cubic yards or more performed over the past seven years. Include the client name, debris quantity, brief summary of work, along with name, address, and phone number of a responsible contact person.

# **Key Staff**

Provide the name and business residence of the proposed:

- a. Closest office
- b. Principle in charge
- c. Local on Site Project Manager
- d. Data Collection Manager
- e. FEMA Compliance & Cost Reimbursement Manager/Expert
- f. I.T. and/or GIS Manager

# Capacity

Capacity to perform services timely for the Owner is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities. Provide current obligations of Respondent, including time schedules and staff committed.

#### VI. Fee Schedule:

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up receiving approval from Owner. Proposer may also include additional, optional positions and services.

POSITIONS	HOURLY RATE	HOURS	TOTAL
Project Manager	\$	120	
Operations Manager	\$	960	
Data Manager	\$	100	
GIS Analyst	\$	100	
Field Supervisor	\$	400	
Debris Site/Tower Monitors	\$	2000	
Collection Monitor	\$	8600	
Data Entry Clerk/Clerical	\$	100	
Billing/Invoice Analyst	\$	100	
FEMA Compliance & Cost Reimb. Manager/Expert	\$	100	

# **EVALUATION OF PROPOSALS**

Evaluation of proposals and selection of a monitoring and management firm shall be at the sole discretion of Owner. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to Owner representatives. The Owner's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The Owner reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

# **GRADING CRITERIA**

- 1) References on recent projects of 500,000 C.Y. or greater in scope (20 points)
- 2) Pricing (20 points)
- 3) Qualifications of firm and key staff (15 points)
- 4) Diverse project experience including, ROW, C&D debris, marine debris, private property, structure demolition and vessel removal (15 points)
- 5) Capacity to respond to major and catastrophic disasters and number of existing pre-event contracts (15 points)
- 6) Project approach (15 points)

TOTAL POSSIBLE POINTS: (100 points)

# AWARD OF CONTRACT

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.

Santa Rosa 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.

#### 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. 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.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

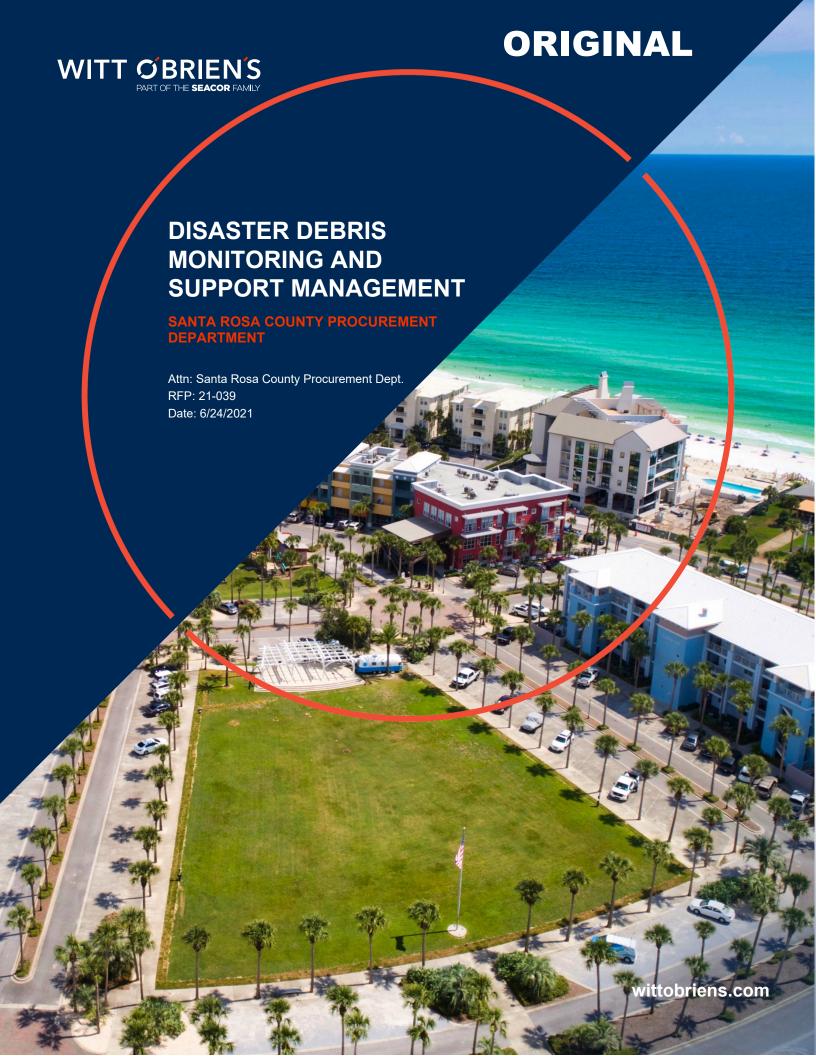
6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

# BID SUBMISSION CHECKLIST

	ctor Name: Witt O'Brien's, LLC
_X_	Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
<u>X</u>	1 Original Bid Package and 1 Copy with 1 Electronic Copy in .pdf on a CD or USB Drive
<u>X</u>	Bid Submittal Checklist attached to top of Original Bid Package
<u>X</u>	Bid Form - Please see Section 6 . Fee Schedule
<u>X</u>	Cone of Silence
<u>X</u>	Sworn Statement Public Entity Crimes
<u>X</u>	Debarment Form
<u>X</u>	References Form
<u>X</u>	Conflict of Interest Form
<u>X</u> _	Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
<u>X</u>	Proof of business registration with the state of Florida
<u>X</u>	Proof of registration with the Federal System of Award Management (SAM)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION

Firm: Witt O'Brien's, LLC Jonathan Hoyes By: Signature: Title: Senior Managing Director, Government Solutions Date: June 22, 2021





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June 24, 2021

Santa Rosa County Procurement Office 6495 Caroline Street, Suite L Milton, FL 32570

RE: Disaster Debris Monitoring and Support Management, RFP 21-039

To Whom it May Concern:

Witt O'Brien's is pleased to submit this proposal to Santa Rosa County, Florida (the County) to provide as-needed, emergency debris monitoring and recovery services. As the frequency of extreme weather events continues to rise and we enter the 2021 hurricane season, we are ready to assist the County with pre-event planning and post-event debris monitoring efforts to support your disaster response activities and maximize your reimbursements.

Witt O'Brien's is a full-service company that supports our clients – and their communities – through the entire disaster life cycle. We earn the trust of our clients because we deliver. Our success is based on the combination of experience, capacity, tools, knowledge, and relationships:

- Nationally recognized, full-service disaster recovery firm. Since 2001, Witt O'Brien's has helped state and local clients prepare for, respond to, and recover from more than 40 major disasters, including Hurricanes Katrina, Sandy, Harvey, Laura, Isaias, Sally and Zeta. Witt O'Brien's remains a leader in the industry we helped build. Our team has managed the recovery of 50 million cubic yards of debris across 130 projects, resulting in \$375 million in hauling costs. We have helped our clients justify, secure, and employ more than \$65 billion in disaster recovery funding across the spectrum of available sources, including \$10B in COVID-related funding.
- Capacity to respond to multiple disasters. Witt O'Brien's meets our debris monitoring clients' needs, even with multiple, simultaneous activations. We maintain a robust program management system for pro-active management of clients, contracts, and staff. We supplement our cadre of 135 supervisory staff and network of 700 trained and vetted monitors with full-service recruiting for local hires. In the recent 2020 hurricane season, we successfully managed 8 different projects involving more than 400 staff, all with full implementation of COVID protocols.
- ADMS for secure and accurate data collection and management. A cornerstone of our approach is the use of our proprietary Automated Debris Management System (ADMS), DebrisPro™, a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. DebrisPro™ integrates the best of the technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the tasks of managing debris monitoring and removal operations.
- Real-time progress reporting and performance improvement. Using our GIS tools and DebrisPro,™ we will provide frequent updates on debris removal progress along with the detailed metrics. To provide the County with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where operational improvements can be made.



- Focus on staff preparedness through training and safety. Witt O'Brien's requires all debris monitoring staff to complete a comprehensive training program that focuses on safety as well as FEMA requirements. We perform drug screening, criminal background checks, and motor vehicle operating record reviews for all of our temporary employees. We have developed a COVID management program for operating during a COVID environment -- throughout the pandemic, we have not lost any days of work in debris operations.
- Knowledge of Federal programs informs how we conduct debris management and monitoring—with knowledge of how to ensure maximum reimbursement. Our corporate and personnel experience and capabilities span all Federal funding programs, and our staff remain on the cutting edge of policy and program changes. Both our full-time and on-call debris monitoring staff are trained on any updates to FEMA's PAPPG (e.g., Version 4) and FEMA's PA Debris Monitoring Guide (updated March 2021).

Witt O'Brien's appreciates your time and consideration and stands ready to assist the County. For any questions about this proposal or our capabilities, please contact Charles Bryant, Director of Debris Operations, at 337-476-0158 or <a href="mailto:com/cbryant@wittobriens.com">cbryant@wittobriens.com</a>, cc: <a href="mailto:contractrequests@wittobriens.com">contractrequests@wittobriens.com</a>.

Respectfully,

Witt O'Brien's, LLC

Jonathan Hoyes
Senior Managing Director
Government Solutions



# 1. COMPANY PROFILE

As a low-lying coastal community, Santa Rosa County is no stranger to disasters. Due to its proximity to the warm shallow waters of the Gulf of Mexico and lower air temperatures, northwest Florida is the most hurricane-prone area in Florida, as demonstrated by the impacts of the recent hurricanes Michael, Barry, and Sally. In addition to hurricanes, the County is vulnerable to flooding, wildfires, lightning and tornadoes. From these experiences, County leadership understands the vital importance of ensuring that recovery activities, including debris removal, are carefully monitored and documented in accordance with FEMA and state guidelines for full reimbursement of costs.

Witt O'Brien's is with you when it counts. Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help state and local governments, communities, and businesses recover from disasters and emergencies. Throughout the recovery process, we strive to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. While we are nimble enough to respond quickly to Santa Rosa County's needs, we possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work.

Since 2001, we have supported our clients in preparing for, responding to, and recovering from some of the most significant disasters in our Nation's history, including severe weather, major wildfires, and oil spill events (see **Exhibit 1**).

Tropical Storm Ernesto (VA) Joplin Tornado (MO) Midwest Floods (IA, IN) Souris Basin Flooding (ND) Central Indiana Tornadoes (IN) Tropical Storm Irene (VT) Hurricane Gustav (LA) Hurricane Arthur (NC, FL) Hurricane Ike (TX, LA) Ebola Virus (nationwide) Tropical Storm Fay (FL) Hurricane Isaac (LA) Haiti Earthquake (Leogane) Superstorm Sandy (NY, NJ, C Mid-Atlantic Winter Storm (GA, NC, SC) Tropical Storm Allison (TX) Central Texas Floods (TX) Typhoon Pongsona (Guam) Zika Virus (nationwide) Hurricane Hermine (FL) Hurricane Charley (FL) Hurricane Matthew (FL, SC, GA) **Hurricane Frances (FL)** Hurricane Harvey (TX) Hurricane Jeanne (FL) Hurricane Maria (FL, PR, USVI) Hurricane Irma (FL, GA, USVI) Hurricane Wilma (FL) Hurricane Florence (NC) Hurricane Michael (FL, GA) Hurricane Dorian (FL) Hurricane Barry (LA) COVID-19 (nationwide) Hurricane Isaias (NC) Hurricane Laura (LA) Hurricane Sally (FL) Hurricane Zeta (LA, MS) With you when it counts Hurricane Eta (AL)

Exhibit 1: Witt O'Brien's Disaster Response and Recovery Experience



Witt O'Brien's is a full-service company that supports our clients – and their communities – through the entire disaster life cycle of preparedness, response, recovery, and mitigation. Although some firms focus almost exclusively on simple post-disaster cost recovery accounting, we understand that recovery is not independent from the other three phases and must be a key consideration within risk mitigation and pre-disaster preparedness activities. Specifically, we have developed debris monitoring plans; conducted pre-event training and exercises; provided emergency operations support; managed emergency operations centers and call centers; assisted with public media support; and coordinated response to and recovery from emergencies and disasters for local, State, regional, and Federal agencies.

In support of our global emergency response capabilities, Witt O'Brien's maintains an Emergency

Command Center (ECC) as a critical, 24/7 access point that allows us to rapidly mobilize resources and facilitate notifications in the case of an emergency incident. The ECC responds to thousands of incidents per year, and provides logistical and communication support for incidents requiring extended operations. As a 24/7 operation, the ECC provides our clients with the security of being able to reach a live person during an event.

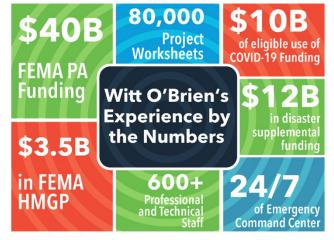
Although we support the entire disaster cycle, our strength is in our disaster recovery work, where our services include but are not limited to:



Witt O'Brien's 24/7 ECC

- Disaster and debris monitoring services
- FEMA Public Assistance (PA) for all hazards, including COVID-19
- CARES Act cost recovery
- Financial, payroll, and grant management
- Federal Highway Administration (FHWA) grant programs for roads
- Hazard mitigation support
- Insurance and other funding support

The breadth of this work includes compilation and filing of insurance claims, conducting procurement reviews, conducting eligible cost reconciliation, assisting with construction project monitoring and management, preparing audit checklists, evaluating, and preparing appeal responses, and conducting extensive audit and closeout work. We are experts in force account labor and equipment reimbursements, supplies, donated services, mutual aid and contracted services.



Witt O'Brien's recovery staff provide both legacy support (Hurricanes Wilma, Matthew, Harvey, Irma, Maria, Florence, Michael, and Dorian) and emergency support in response to last year's storms (Hurricanes Zeta, Isaias, Laura, and Sally). Our corporate and personnel experience and capabilities span all Federal funding programs, including the most recent funding streams from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, where we are advising on over \$10 billion of CARES Act funding.



# 2. EXPERIENCE IN DEBRIS REMOVAL MANAGEMENT

For more than 15 years, Witt O'Brien's has overseen nearly 130 debris management projects totaling more than \$375 million in hauling costs, of which nearly 40 are in Florida. Since 2017 alone, we executed nearly 60 debris monitoring projects at the town, county, and state levels, monitoring a total of 12.3 million CY of debris. Our firm currently holds more than 70 debris monitoring contracts, all of which involve cooperation and collaboration with our local clients, statewide emergency and environmental agencies, and FEMA. As the City of Milton's selected stand-by contractor, in 2020 we assisted the City with debris removal monitoring services following Hurricane Sally.



We can offer expertise and technical advice on all debris management activities, such as developing FEMA-compliant debris monitoring and action plans; hiring and training field staff; disseminating information to the public; selecting debris management sites; measuring and certifying trucks; managing hazardous debris; monitoring residential drop-off; tracking and reporting damages; identifying ineligible debris; managing and reporting data; and documenting removal costs.

We consistently receive accolades attesting to the professional manner in which we implement improved practices; decrease unnecessary work; and facilitate safe, accurate, and FEMA-compliant completion of debris management projects. Our automated debris management system (ADMS) **DebrisPro™** enables us to capture and document debris operations in real-time, reducing the likelihood of errors or lost records. We mobilize rapidly, adjust to fluid circumstances, seamlessly implement our field-tested and proven operating procedures, and provide successful debris monitoring services.

# 2.1 EXPERIENCE IN SIMILAR DEBRIS MONITORING CONTRACTS

Witt O'Brien's has provided debris monitoring services at the state, county, and city level in response to a wide range of events, including hurricanes, flooding, tornadoes, and winter storms, including the declared disasters of Hurricanes Isaias, Laura Sally, Zeta, Barry, Florence, Michael, Irma, and Harvey. **Exhibit 2** provides a select sample of local government projects (by State) over the past 7 years, including client contact, description of services and quantity of debris monitored. **We have highlighted projects that involve removal of more than 500,000 CY of debris.** 

Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Event / Dates / Client	Description of Services / Point of Contact
Florida	
Hurricane Sally (Sept – Oct 2020) <i>Milton, FL</i>	Debris type: Vegetative and hazardous trees  Monitored the removal of 14,067 CY vegetative debris and 234 hazardous trees
·	Client: Randy Jorgenson, City Manager, (850) 983-5411, citymanager@mymiltonflorida.com



Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Event / Dates / Client	Description of Services / Point of Contact
Hurricane Michael (Oct 2018 – Jun 2019) <i>Washington County, FL</i>	Debris type: Vegetative, C&D, mulch, hazardous trees  Monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; and 54,595 hazardous trees
	Client: Jeff Massey, (850) 638-5200, jmassey@washingtonfl.com
Hurricane Irma (Sep 2017 – Mar 2018) <i>Alachua County, FL</i>	<b>Debris type: Vegetative, C&amp;D, and hazardous trees</b> Monitored the removal of 227,412 CY of vegetative and C&D debris and 32,528 hazardous trees
	Client: Gus Olmos, P.E., (352) 548-1282 (office); gus@alachuacounty.us
Hurricane Irma (Sep 2017 – Mar 2018) <i>Coral Gables, FL</i>	Debris type: Vegetative, C&D, and hazardous trees  Monitored the removal of 656,334 CY of vegetative and C&D debris and 17,093 hazardous trees
	Client: Brook Dannemiller; (305) 460-5130, bdannemiller@coralgables.com
Hurricane Irma (Sep 2017 – Mar 2018) <i>Davie, FL</i>	Debris type: Vegetative, C&D, and hazardous trees  Monitored the removal of 543,729 CY of vegetative and C&D debris and 4,342 hazardous trees  Client: Osdel Larrea (954) 797-2086 Osdel Fernandez-Larrea@davie-fl.gov
Hurricane Irma	Debris type: Vegetative, C&D, and hazardous trees
(Sep 2017 – Mar 2018)	Irma: Monitored the removal of 66,066 CY of vegetative and C&D debris
Hurricane Matthew (2016)	Matthew: Monitored the removal of 261,953 CY of vegetative and C&D debris and 2812 hazardous trees.
Edgewater, FL	Client: Brenda DeWees, (386) 424-2400 bdewees@cityofedgewater.org
Hurricane Irma	Debris type: Vegetative, C&D debris
(Sep 2017 – Mar 2018)	Monitored the removal of 264,655 CY of vegetative and C&D debris.
Homestead, FL	Client: Tracy Moore, (305) 224-4589, tmoore@cityofhomestead.com
Hurricane Irma (Sep 2017 – Mar 2018) <i>Miami Lakes, FL</i>	Debris type: Vegetative and hazardous trees  Monitored the removal of 97,550 CY of vegetative debris and 9,549 hazardous trees
,	Client: Ismael Diaz, CFO, (305) 827-4014 diazi@miamilakes-fl.go
Hurricane Irma	Debris type: Vegetative, C&D, and hazardous trees
(Sep 2017 – Mar 2018) Hurricane Matthew	Irma: Monitored removal of a total of 259,169 CY of vegetative and C&D debris and 7,192 hazardous trees.
(2016)	Matthew: Monitored the removal of 86,556 CY of vegetative and C&D debris
Nassau County, FL	and 2 hazardous trees.
	Client: Chris Lacambra, Executive Director of Business Services, 904-491-9861, x1230 <a href="mailto:clacambra@nassaucountyfl.com">clacambra@nassaucountyfl.com</a>



Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Exhibit 2. Representative witt O Brieft's Monitoring Projects		
Event / Dates / Client	Description of Services / Point of Contact	
Hurricane Irma (Sep 2017 – Mar 2018) <i>North Lauderdale, FL</i>	Debris type: Vegetative and hazardous trees  Monitored the removal of 117,524 CY of vegetative debris and 882 hazardous trees	
	Client: Sam May, 954-724-7070 ext.4756, smay@nlauderdale.org	
Hurricane Irma (Sep 2017 – Mar 2018) <i>Ocala, FL</i>	<b>Debris type: Vegetative and hazardous trees</b> Monitored the removal of 205,905 CY of vegetative debris and 440 hazardous trees; included removal from private property and parks.	
	Client: Judy Wade, Fiscal Administrator, Public Works, 352-351-6768	
Hurricane Irma (Sep 2017 – Mar 2018) <i>Plantation, FL</i>	Debris type: Vegetative, C&D, and hazardous trees  Monitored the removal of 686,383 CY of vegetative and C&D debris and 14,072 hazardous trees  Client: Steve Rodgers, 954-452-2535, SRodgers@plantation.org	
Hurricane Irma (Sep 2017 – Mar 2018) Southwest Ranches, FL	Debris type: Vegetative, C&D, and hazardous trees  Monitored the removal of 202,794 CY of vegetative and C&D debris and 709 hazardous trees	
	Client: Rod Ley, (954) 343-7444, rley@southwestranches.org	
Georgia		
Hurricane Matthew (Sep 2016 – Apr 2017) <b>Savannah, GA</b>	Debris type: Vegetative, C&D, waterway, hazardous trees  Monitored the removal of 582,310 CY of vegetative, C&D, and waterway debris, and 27,851 hazardous trees. Debris removal in historic districts required specialized operations.	
	Client: Gene Prevatt, Sanitation Director, 912-651-6579 gprevatt@savannahga.gov	
Winter Storm PAX (2014)  Columbia County, GA	<b>Debris type: Vegetative debris, hazardous trees</b> Monitored the removal of 635,329 CY of vegetative debris and 14,350 hazardous trees	
	Client: Suzie Hughes, 706-312-7222	
Louisiana		
Hurricane Zeta	Debris type: Vegetative, C&D, hazardous trees, HHW	
(Oct 2020 – May 2021) Tornado (2017) City of New Orleans, LA	Zeta: Monitored the removal of 72,282 CY of vegetative debris, 11,220 CY of C&D, 19,758 CY of mulch and 4,550 hazardous trees  Tornado: Monitored removal of 57,172 CY of vegetative and C&D debris; 594 pounds of HHW; and 209 hazardous trees  Client: Matt Torri, Deputy Director, Department of Sanitation, 504-658-7646.	



Exhibit 2: Representative Witt O'Brien's Monitoring Projects

	2. Representative with O Brieff's Worldoning Projects
Event / Dates / Client	Description of Services / Point of Contact
Hurricane Zeta (Oct 2020 – March 2021) Hurricane Barry (Jul 2019 – Aug 2019) Hurricane Isaac (2012) Lafourche Parish, LA	Debris type: Vegetative, C&D  Zeta: Monitored the removal of 67,468 CY vegetative and C&D debris.  Vegetative debris was burned in accordance with state regulations.  Barry: Monitored the removal of 8,415 CY of vegetative debris from right-of-way (ROW) and state roads; we also monitored the burning of debris as final disposal.  Isaac: Monitored the removal of 110,559 CY of vegetative and C&D debris.  Client: Jerome Danos, Solid Waste Manager, (985) 637-5199
	danosjp@lafourchegov.org
Hurricane Laura (Aug – Oct 2020) City of Ruston, LA	Debris type: Vegetative  Monitored the removal of 8,415 CY of vegetative debris from right-of-way (ROW) and state roads; we also monitored the burning of debris as final disposal.  Client: John Freeman, Phone: (318) 245-2398, Email: jfreeman@ruston.org
Hurricane Laura (Aug – Dec 2020) Natchitoches Parish, LA	Debris type: Vegetative, hazardous trees  Monitored the removal of 18,430 CY vegetative debris and 7,447 hazardous trees  Client: John Richmond, Parish President; jrichmond@npgov.org
	Cheft. 30ffil Nichmond, Fansit Fresident, Jilonmond@hpgov.org
LA Flooding (Aug 2016 – Jun 2017) Hurricane Isaac (2012) <i>Livingston Parish, LA</i>	Debris type: Vegetative, C&D, white goods, e-waste, hazardous waste, putrescible waste  Flooding: Monitored the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.  Isaac: Monitoring the removal of 15,268 CY of vegetative and C&D debris  Client: Mark Harrell, Director, Parish Office of Homeland Security and Emergency Preparedness, 225-686-3066
(Aug 2016 – Jun 2017) Hurricane Isaac (2012)	putrescible waste Flooding: Monitored the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.  Isaac: Monitoring the removal of 15,268 CY of vegetative and C&D debris  Client: Mark Harrell, Director, Parish Office of Homeland Security and
(Aug 2016 – Jun 2017) Hurricane Isaac (2012) <i>Livingston Parish, LA</i>	putrescible waste Flooding: Monitored the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.  Isaac: Monitoring the removal of 15,268 CY of vegetative and C&D debris  Client: Mark Harrell, Director, Parish Office of Homeland Security and



Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Event / Dates / Client	Description of Services / Point of Contact
Hurricane Florence (Sep 2018 – Feb 2019) Hurricane Matthew (2016) Wayne County, NC	Debris type: C&D Florence: Monitored the removal of 97,940 pounds of C&D debris Matthew: Monitored removal of 379 pounds of C&D debris Client: Aaron Stryker, EM Director (919) 731-1416 #3
Hurricane Isaias (Aug – Sept 2020) Hurricane Florence (Sep 2018 – Feb 2019)	Debris type: Vegetative, C&D, hazardous trees Isaias: Monitored the removal of 230,066 CY vegetative debris. Florence: Monitored the removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees
City of Wilmington, NC	Client: Dave Mayes, P.E., Public Services Director, 910-341-5880, Dave.Mayes@wilmingtonnc.gov

#### **Texas**

Hurricane Harvey (Aug 2017 – Jan 2018) <i>Port Arthur, TX</i>	<b>Debris type: C&amp;D, e-waste, and white goods</b> Monitored the removal of 702,201 CY of C&D debris, 47,886 pounds of e-waste, and 5,311 pieces of white goods.
	Client: Robert Havens, Deputy Fire Chief / Deputy EMC, (409) 983-8737,

# **US Virgin Islands**

Hurricanes Irma and	Debris type: Electrical power grid debris
Maria (Jan 2018 – Mar 2018)	Monitored and documented the collection, reduction, and off-island shipping of storm-damaged electrical debris: 2M linear feet (LF) of conductor wire,150k
U.S. Virgin Islands	LF of wooden power poles, 972 pole-mounted and 24 pad-mounted transformers, 3k streetlights and brackets, 5k guywire and 734 cross-arm and hardware, and 11 reclosers.
	Client: Val Collens; (340) 775-8800

# 2.2 EXPERIENCE WITH SPECIAL DISASTER RECOVERY SERVICES

While the majority of our projects have involved debris removal from public property and public rights-

of-way (ROW), we also have experience in situations requiring special handling and compliance, including hazardous tree/limbs, private property debris removal (PPDR), waterway debris, and operations near environmental or historic sites. As described in **Exhibit 3** below, Witt O'Brien's brings experience in extraordinary debris challenges and will provide the County with expert consulting on addressing these situations. Our approach to using our ADMS **DebrisPro**<sup>TM</sup> to track and document all





debris categories and types is presented in our Technical Approach in Section 6.

Exhibit 3: Projects Requiring Experience with Special or Hazardous Debris

Event and Client	Project Description
Hurricane Laura (2020) Natchitoches Parish, LA	In response to Hurricane Laura, Witt O'Brien's monitored the removal of 18,430 CY vegetative debris and <b>7,447 hazardous trees</b> . Vegetative debris was burned in accordance with state regulations.
Hurricane Zeta (2020) New Orleans, LA	In response to Hurricane Zeta, Witt O'Brien's monitored the removal of 72,282 CY of vegetative debris, 11,220 CY of C&D, 19,758 CY of mulch and <b>4,550 hazardous trees</b>
Hurricane Florence (2018)  Morehead City, NC	In January 2020 (following a lengthy approval process from FEMA), Witt O'Brien's successfully managed a specialized debris removal operation in Morehead City, NC as a result of Hurricane Florence in 2018. We monitored the removal, reduction, and final disposal of 57 hazardous limbs, 22 hazardous trees, and 4 hazardous stumps from two historical cemeteries. Witt O'Brien's worked closely with an archaeological monitoring firm to ensure that the hauling contractor removed all hazards safely without disturbing/damaging the historical gravesites.
Hurricane Michael (2018)  Washington County, FL	Following Hurricane Michael, Witt O'Brien's monitored the removal of 1,478,553 CY of vegetative debris, 24,720 CY of C&D debris, 453,835 CY of mulch and <b>35,987 hazardous limbs, 10,274 hazardous trees and 109 hazardous stumps</b> in Washington County, FL.
Hurricanes Irma and Maria	Witt O'Brien's monitored comprehensive clean-up of storm-damaged electrical debris across the entire Territory. We ensured that transformers were safely transported off-island and monitored and
U.S. Virgin Islands (USVI)	documented collection, stripping of hardware, and reduction of 2 million linear feet (LF) of conductor wire; 150,000 LF of wooden power poles; 972 pole-mounted & 24 pad-mounted transformers; 3,000 streetlights and brackets; 5,000 guywire & 734 cross-arm and hardware; 11 reclosers.
	After completion of the work above, we also mobilized 40 trained personnel to conduct a survey documenting hazardous trees, limbs, and stumps. Across the Islands we documented over <b>11,000 hazardous trees, limbs, and stumps</b> .
Hurricane Harvey (2017)	Witt O'Brien's engaged in debris monitoring and management of multiple client operations in Texas, including Port Arthur. Total amounts were more than 750,000 CY of vegetative and C&D debris; <b>65,000 lbs. of HHW</b>
Multiple clients, TX	and e-waste; and more than 5000 pieces of white goods.
Hurricane Irma (2017)	Witt O'Brien's fully engaged in debris monitoring management in more than 30 client operations in Florida and Georgia because of Hurricane Irma that impacted the area in early September 2017. Total debris
Multiple clients, FL and GA	amounts monitored included more than 6 million CY of vegetative/C&D debris and more than 225,000 hazardous trees and limbs.
Hurricane Matthew (2016)	Witt O'Brien's monitored the removal of nearly 450,000 CY of hazardous debris including 50,000 CY of waterway debris. Our staff also recorded, via photos and GPS coordinates, the removal of 1,232 hazardous trees, 26,230 hazardous limbs, and 338 hazardous stumps and provided the
Savannah, GA	City with expert data management and documentation services to support their FEMA cost reimbursement claims. Due to the <b>historic nature</b> of the



Event and Client	Project Description
	City, we assisted with coordination of EHP monitoring and archeological evaluation of debris operations for fallen trees and limbs in many historic City parks and cemeteries, as well as golf courses and green spaces. We also worked with FEMA to approve a scope of work for a waterway debris removal operation simultaneously with our ROW debris removal operation. We managed the removal of more than 40,000 Cubic Yards of debris from city-maintained canals, ditches, and retention ponds.
Severe Flood (2016)  Livingston Parish, LA	Witt O'Brien's monitored debris removal for 810,000 CY of C&D debris; 20,000 pieces of white goods; 338,000 lb. of putrescible waste; 26,000 lb. of e-waste; 34,420 lb. of hazardous waste resulting from water-damaged homes after flooding in South-eastern Louisiana.
	In addition, we performed a ROE project under a 180-day extension to assist Parish residents in returning home. We collected and processed more than <b>2,000 ROE/ Hold Harmless Agreements</b> for a Right of Entry program that expanded the eligible ROW due to the devastating nature of the flooding. We worked with the State of Louisiana and FEMA to develop a scope for an "Expanded Right of Way" that granted us an additional 10 feet beyond the ROW to collect flood related debris.
Hurricane Isaac (2012)  Multiple clients, LA	For seven local governments in Louisiana (including Livingston Parish and St. Bernard Parish), Witt O'Brien's monitored the removal of more than 250,000 CY of debris, which also <b>included hazardous trees, white goods, and e-waste.</b> In St. Bernard Parish, our crews monitored and managed <b>PPDR</b> programs involving <b>400 ROE</b> /Hold Harmless agreements with residents. For Livingston Parish, we obtained approval for a waterway debris removal project where <b>96</b> miles of navigable rivers were cleared of <b>8,500 CY</b> of vegetative debris and <b>9</b> vessels.
Superstorm Sandy (2012)  Multiple clients, NJ	Debris removal in several cities involved e-waste, material recycling, roll-off container monitoring, sand removal, beach restoration, clearing of drainage systems and basins, and waterway debris removal from Barnegat Bay, which including sophisticated tasks to establish eligibility for large volumes of debris deposited by the storm.
Winter Storm (2011)  Multiple clients, MA	In a multi-site (20 counties/towns) response effort in rural Western Massachusetts, Witt O'Brien's managed and monitored the removal of a total of 1.7 million CY of debris, handled nearly 42,000 load tickets, and oversaw the removal of more than 100,00 hazardous limbs and trees.
Ice Storm (2009) Little Rock, AR	Witt O'Brien's monitored the removal of more than <b>87,000 leaning trees</b> and hazardous limbs in Arkansas after ice storms in 2009.
Multiple Hurricanes (2005) Florida Waterways	During the active hurricane season of 2005, Witt O'Brien's staff monitored the removal of <b>500 derelict vessels</b> in Florida from several county waterways. Additionally, we monitored more than <b>40,000 derelict lobster pots</b> removed from coastal waters that posed a hazard to navigation.

In addition, we bring experience in the other areas identified in "II. Experience" on page 32 of the RFP (data management, hauler invoice reconciliation, and FEMA appeals assistance), as follows:



- **Data Management.** To manage data related to debris removal and monitoring costs, we use our automated data management system (ADMS), **DebrisPro™**. As described in more detail in Section 3 (Technical Approach), **DebrisPro™** is a securely hosted, multi-device supported, webenabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. Witt O'Brien's has been using **DebrisPro™** since 2010 and we have successfully managed more than 100 debris projects throughout the country.
- Hauler Invoice Reconciliation. Throughout operations, the Witt O'Brien's team has successfully used our ADMS, DebrisPro™ to inspect and audit contractor invoices and back-up documentation to ensure that the information reconciles with our own database information of debris quantities and project costs. The process is described in more detail in Section 3.4 of our Technical Approach.
- FEMA Appeals Assistance. Our personnel are specially trained to ensure that all documentation is organized to justify project expenditures per the approved scope of work, and to do so in a format that meets FEMA and State requirements. Particularly during closeout and auditing, we collaborate closely with clients on funding reconciliation and finalizing documentation for inspection. If appeals to decisions are necessary, we will also assist in drafting the appeals using a team approach to leverage the broadest set of expertise possible. Witt O'Brien's has experience supporting appeals for disaster debris operations projects. Following Hurricane Wilma, we prepared two debris appeals for the City of Coral Springs in Florida, as part of our FEMA PA support (we were not the debris monitoring contractor). For the first project, more than \$3M of \$16M in reimbursement was rejected due to unsupported/duplicated charges, unreasonable time and materials costs, and ineligible work. We were able to assist the City in recovering nearly the entire amount. We reviewed the historical files from the vendors that conducted the work and from the City archives and prepared corresponding analyses of all vendor payment reconciliations, prepared reasonableness of cost analysis for the time and materials, and confirmed that a small invoice charge was included on another project and should be removed. On a second project, \$235k of \$338k was rejected on the basis of ineligibility of standing trees that were removed because of health and safety hazards. We were able to assist the City with recovering more than \$200k by preparing a detailed narrative and time line of events, preparing affidavits from staff that worked on the project overseeing the vendor, and providing research about the type of trees removed showing the complexity of the rootball structure.



# 3. PERSONNEL

Witt O'Brien's is pleased to provide a highly experienced and professional team of debris specialists to the County. We have assigned personnel with decades of experience working directly with clients on disaster response efforts. Our team's organizational structure is presented in **Exhibit 4**.

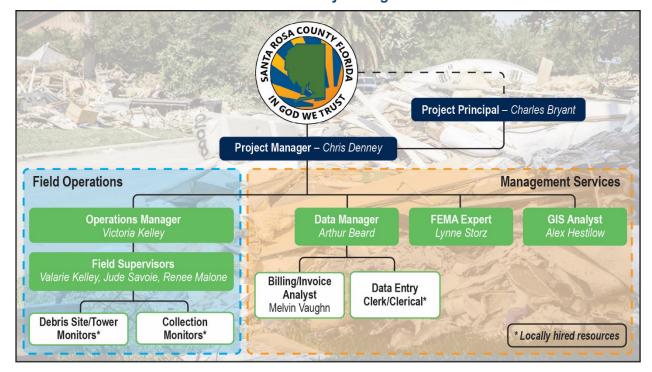


Exhibit 4: Witt O'Brien's Project Organization Structure

Our management team consists of the following:

- Charles Bryant, a nationally recognized debris management expert who leads Witt O'Brien's
  Debris Management Division, will serve as *Project Principal*. He will be responsible for oversight
  of project management team, customer service, and contract compliance for the debris monitoring
  operations for the County.
- Our Project Manager (PM), Chris Denney, will serve as the County's day-to-day point of contact and will be responsible for making sure that all work is being performed safely and in accordance with regulatory requirements, monitoring and tracking the overall costs associated with all aspects of the project, and working with the hauling contractor to make sure that debris removal efforts are accomplished in a timely and cost-effective manner, to reduce the financial burden to the County.
- Victoria Kelley will serve as the team Operations Manager. She will be responsible for managing and coordinating all field operations, including overseeing and training all monitors and supervisory staff, assigning monitoring crews to work locations, coordinating schedules and assignments with the Debris Removal Contractors, and ensuring that all documentation is complete and correct.

This management team will be supported by debris monitoring and management professionals that we have carefully selected to bring the necessary credentials, skills, and qualifications to this engagement. **Exhibit 5** provides short bios of our key staff, with full resumes presented in **Appendix B**.



# Exhibit 5: Key Personnel Knowledge and Qualifications

# **Charles Bryant**

# **PROJECT PRINCIPAL**

Charles has more than 40 years of experience in emergency response and emergency management services, with 15 years focused specifically on debris management. In the last four years, he served as Debris Director for Witt O'Brien's complex, large-scale debris management operations in Florida, Louisiana, North Carolina, Texas, and Mississippi. He has served as a debris technical advisor providing technical assistance for development of FEMA

project worksheets for Category A debris removal projects Charles is one of only two preeminent instructors of debris management at FEMA's national training center, EMI. During Hurricanes Rita and Katrina, Charles served under contract as the Louisiana Deputy Director for Debris Operations, with the responsibility for overall coordination of debris operations for the state. In this capacity, he wrote the state's policy for PPDR, which was later adopted by FEMA.

# Education, Training, Certifications, & Licenses:

Louisiana State University, Eunice Associate Fire Science Degree Programs. Certified FEMA EMI Instructor: NIMS Advanced ICS Curricula Train the Trainer E449; E202 National Debris Management Planning; Trainer: EMI National Debris Management. FEMA Pilot Program Train the Trainer; FEMA Intro to Emergency Management; National Fire Academy Financial Management & Planning

**PROJECT MANAGER Chris Denney** 

Chris has 15 years of experience in emergency management, disaster response, and debris monitoring. Chris has managed the removal of more than 6 million CY of disaster-generated debris for more than a dozen local governments. He supported the debris monitoring efforts in Livingston Parish, LA, following the 2016 floods, which involved the removal of more than

800,000 CY of debris, including white goods and household hazardous waste and more than **2,000 ROE**/Hold Harmless agreements to expand the eligible ROW. He has monitored

and documented the removal of more than 150,000 hazardous trees and limbs on nearly 20 local government projects. He has also served as debris Data Manager, and developed a process for documentation collection, formatted, and uploading for efficient FEMA reimbursement.

# Education, Training, Certifications, & Licenses:

OSHA-30 Construction Safety; First-Aid, CPR, and 24-hr HAZWOPER; FEMA: IS-100, IS-200, ICS-300, ICS-400, IS-632.a, IS 633, IS 634, IS-700, IS-800; US Coast Guard (USCG) Documentation Unit Leader, Level 3

# Victoria Kelley

#### **OPERATIONS MANAGER**

Victoria has 7 years of disaster recovery experience and provides division oversight for all Witt O'Brien's debris removal monitoring projects in response to major disasters. Victoria has served as Project Manager, Operations Manager, and Field Scheduler for large-scale debris monitoring operations, including City of Augusta, GA, Livingston Parish, LA, Port Arthur, TX, Wilmington, NC, and New Hanover County, NC. She has conducted more than 20 project start-ups and coordinated more than 80 debris monitoring contracts, totaling nearly

5 million CY of vegetative and C&D debris. In her capacity as Debris Team Administrator, Victoria has acted as a liaison between multiple government agencies involved in FEMA reimbursements. As Operations Manager for monitoring the debris removal efforts in Livingston Parish, LA, Victoria coordinated the right of entry (ROE) efforts for thousands of Parish residents.

#### Education, Training, Certifications, & Licenses:



University of Mississippi, BS, Criminal Justice. FEMA: IS-015.a, IS-100.Lea, IS-200.a, IS-240, IS-300, IS-400, IS-700.a, IS-800.c 24hr HAZWOPER

Valarie Kelley FIELD SUPERVISOR

Valerie has more than 10 years of management experience, including 3 years in the management of disaster recovery and debris monitoring. Valarie has both managed and been a part of management teams monitoring the successful removal of millions of cubic yards (CY) of storm-related debris, including vegetative and construction and demolition (C&D) debris, and hazardous trees. She is experienced in debris removal not only from public Right of Way (ROW) but also Private Property Debris Removal (PPDR), private roads, commercial property, and state roads. She has managed operations for debris monitoring projects following Hurricanes Florence, Isaias, Laura, and Zeta for multiple clients. Valerie has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

## Education, Training, Certifications, & Licenses:

FEMA IS-632.a; IS-100.le; IS-200.a; IS-700.b; IS-800.b

Jude Savoie FIELD SUPERVISOR

Jude has more than 20 years of experience in fire services and emergency management, including 4 years in disaster recovery debris management. He has served as Field Supervisor for **debris** monitoring operations in Texas, Florida, North Carolina, and Florida. He supported debris monitoring operations for the USVI Water and Power Authority following Hurricanes Irma and Maria, addressing removal of power grid debris, and mapping hazardous trees and stumps. Previously, Jude served as Fire Chief for in Louisiana Calcasieu Parish for 17 years, where he applied for and managed Federal (FEMA and HUD) grants. He also worked through the **FEMA reimbursement process** for the Category B Protective measures for Hurricanes Katrina, Rita, Gustav, and Ike.

#### Education, Training, Certifications, and Licenses:

Louisiana State University at Eunice, Eunice LA Associate of Applied Science, Fire Science. Training: More than 50 FEMA Independent Study (IS) emergency management courses, including public assistance, debris operations, ICS, HGMP, and exercises.

Renee Malone FIELD SUPERVISOR

Renee has served as a field supervisor for ten Witt O'Brien's debris monitoring projects in Louisiana, North Carolina, Texas, Georgia, and the US Virgin Islands, helping to oversee more than 3 million cubic yards (CY) of vegetative and C&D debris. She has participated in recovery across multiple disasters, including hurricanes, floods, tornadoes, and wildfires, and has addressed hazardous trees, damaged power grid debris, private property debris removal, white goods, e-waste, and household hazardous waste. Prior to joining Witt O'Brien's, she was a FEMA employee from 2006 to 2012, serving an applicant position program specialist in various locations following Hurricane Katrina.

# Education, Training, Certifications, and Licenses:

FEMA IS-015.a; IS-632.a; IS-100.c; IS-200; IS-292; IS-340; IS-546; IS-547; IS-650; IS-700.b; IS-702; IS-703; IS-800.c; IS-800.b; IS-101; IS-007.

# Arthur "Chris" Beard DATA MANAGER

**Chris** is a data analysis and management specialist with more than 10 years of professional experience, including debris monitoring operations. Chris joined Witt O'Brien's in 2018 and has been supporting debris monitoring operations as a **data manager**, **field supervisor**, **and operations manager**. As data manager for operations in Florida and North Carolina, he assisted in the importation, review, and



reconciliation of load tickets; reviewed photos of hazardous trees, limbs, and stumps to **determine and/or confirm eligibility**; and documented and verified debris at temporary debris management sites using approved debris estimation methods. Overall, he has assisted in the monitoring the removal of more than **2 million CY of debris and 50,000 hazardous trees**.

# Education, Training, Certifications, and Licenses:

Gulf Coast State College, A.A., Liberal Arts. A.S., Information Technology and Security (in progress). B.S., Technical Management (expected Fall 2021); FEMA ICS-100, ICS-200, IS-320, IS-321, IS-632.A, IS-633, IS-700, IS-703, IS-800.C, 40-Hour HAZWOPR (Nearing Completion)

# Melvin Vaughn

#### **BILLING/INVOICE ANALYST**

**Melvin** has 2 years of experience in project tracking and data management for disaster recovery debris management projects using Automated Debris Management Systems. He provides oversight and quality assurance of field data collected as well as supporting project documentation. As a Billing Analyst, Melvin reconciles recorded data with contractor invoices, develops Reconciliation Reports and Payment Recommendations for the client. He is also responsible for creating client reports, coordinating and tracking reconciled tickets against unreconciled tickets and reporting the findings, tracking voided tickets, and maintaining all project related documentation.

## Education, Training, Certifications, and Licenses:

American Intercontinental University: MBA, Finance; BBA, Accounting

OSHA-10, Universal EPA Certification, FEMA: IS-100 IS-200, IS-240.b, IS-632.a, IS-633, IS-700, IS-800

# Alex Hestilow GIS ANALYST

**Alex** is a GIS Specialist with 12 years of experience in geographic mapping and data compilation. She is proficient with multiple types of GIS software, including ArcGIS and ERSI ArcSDE 10.4.1. During disaster events, she manages the Common Operating Picture/Platform for Witt O'Brien's. During debris monitoring and management projects, Alex is responsible for developing and updating maps and other displays; geo-location; and obtaining geospatial coordinates for debris management sites, collection centers, staging areas, and other important locations. Alex is also experienced in the development and management of oil spill trajectories, environmental sensitivity maps, and load ticket systems embedded in web applications.

# Education, Training, Certifications, and Licenses:

Sam Houston State University, M.S., Geographic Information System; Texas Tech University, B.A., Geography. FEMA: IS-100, IS-200, ICS-300. Software: ArcGIS & Arc Catalog, ESRI, ArcSDE 10.4.1, MS Access, ASA Oil Map, Adios & Aloha, HazUS

# **Lynne Storz**

#### FEMA COMPLIANCE AND COST REIMBURSEMENT EXPERT

Lynn is a FEMA PA program specialist with nearly 30 years of professional experience providing technical assistance to local and state clients. Since joining Witt O'Brien's in 2004, Lynne has supported numerous disaster recovery efforts. She is experienced in use of the FEMA PA Grants Portal and is skilled at providing training on the Grants Portal to her clients. Lynne is also experienced with preliminary damage assessments, project formulation, appeals and arbitration, and project close-out and reconciliation.

#### Education, Training, Certifications, and Licenses:

Portland State University, Master of Urban and Regional Planning; Portland State University, B.S., Sociology. FEMA: G-318, NIMS ICS 300, NIMS ICS 400



# 4. CONFLICTS

Witt O'Brien's, nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. Additionally, Witt O'Brien's has not had a debris removal monitoring contract cancelled within the past seven (7) years.



# 5. TECHNICAL APPROACH

For more than 15 years, Witt O'Brien's has provided varying levels of pre-event and post-event debris management services to state and local clients. We have continually learned from our experience and implement a best practices approach in providing disaster debris monitoring services. This section presents our overall technical approach to meeting the requirements of the SOW and addresses the other required elements of the RFP, as follows:

Section 5.1: Proposed Technical Solution

Section 5.2: Mobilization

Section 5.3: References

Section 5.4: Key Staff

Section 5.5: Capacity

# 5.1 PROPOSED TECHNICAL SOLUTION

**Exhibit 6** presents our overall, phased approach to debris monitoring projects, which consists of a series of sequential yet interdependent phases: (1) Pre-initiation, (2) Mobilization, (3) Initiation, (4) Execution, and (5) Close-out.

Pre-event Execution ore-initiation Monitor debris removal Coordinate special debris Track storm Conduct Provide Identify staffing operational project management metrics Assemble Close-out contractor invoices Support public information Coordinate final pass Conduct haul-out monitoring Mobilization **Provide** Close out documentation project Initiation Develop project execution plan Train local hires Develop maps GIS application

Exhibit 6: Witt O'Brien's Phased Approach to Debris Monitoring Management

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**Exhibit 7** presents a nominal schedule of execution across the five phases. The actual sequence of events, and whether specific services are needed, will vary depending on each client's needs and the actual disaster event.

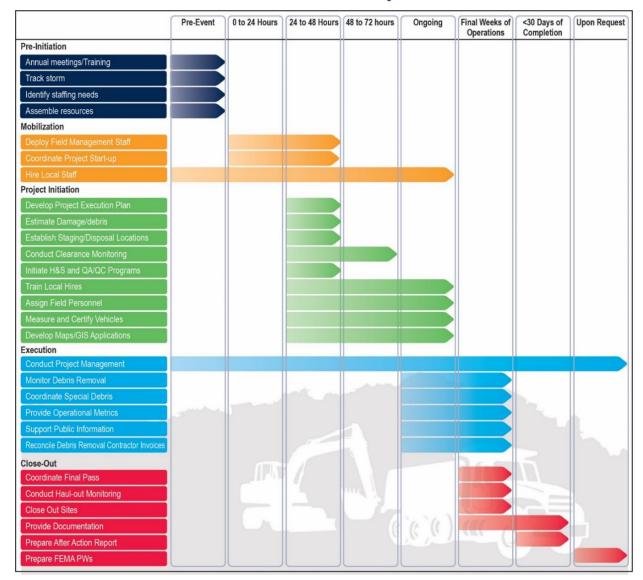


Exhibit 7: Schedule of Project Execution

A cornerstone of our approach is the use of our secure, proprietary Automated Debris Management System (ADMS), *DebrisPro*,<sup>™</sup> a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. It was developed to conform to US Army Corps of Engineers (USACE) technical specifications and FEMA documentation requirements, and it meets or exceeds all the detailed specifications found in the USACE electronic debris management system requirements.

**DebrisPro™** integrates the best of the technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the basic tasks of managing debris monitoring and removal, contracts management, and office operations. It effectively captures, tracks, and documents disaster debris



data from field operations and then synchronizes the information to the central server. This then allows our leadership to view reports, charts, and summaries relevant to their level of authority through a web portal. Witt O'Brien's has been using *DebrisPro™* since 2010 to manage more than 100 debris projects throughout the country.

#### Features of DebrisPro



- Automated ticket collection, scanning, tracking, invoicing, and reporting
- Cross-checking original ticket information against contractor invoice data
- Comparison strategies like percentage monitoring cost and graphical representation of data
- Capture and display of real time information from the site of origination
- Financial tools to identify missing contracts or rate
- Electronic ticket generation at each location

- Categorized and organized debris documentation with secure storage
- Tracking of debris operations using GIS and other mapping technologies
- On-site ticket scanning via 2D bar code technology via hand-held devices
- Simplified data entry flows to guide operation of technology for debris
- · Generation of daily rosters to identify monitoring
- Audit and reconciliation of hauler invoices

The sections below describe our approach to debris monitoring services from contract award to closeout of a specific event, including startup procedures, debris estimating methodology, and management of debris recovery contractors. As the remainder of Section 5.1 will demonstrate, we have the relevant experience, understanding of relevant regulations and programs, and capacity to successfully perform all aspects of the scope of work in order to ensure compliance of the debris removal contractor and maximize the County's reimbursement of debris-related costs.

# 5.1.1 PRE-INITIATION



The pre-initiation activities fall into two types: (1) non-event specific activities, which include contract execution following award and any related ongoing planning, training, and administrative processes; and (2) event-driven activities, including tracking an anticipated disaster (e.g., pending hurricane) and beginning preparations.

# **Non-Event Specific Activities**

Pre-event debris management planning services and activities are crucial in solidifying relationships with County staff who are involved in event-driven emergency response functions, including debris monitoring. It is also imperative to understand the County's expectations. Our Project Manager and team will coordinate with your staff year-round to ensure open and effective lines of communication and to identify desired services. For example, our Team's Project Manager typically holds a yearly meeting with the client and the hauler to discuss questions the client may have in the event of an activation. Our pre-event support will include the following activities:

- Meet with County staff to develop a debris management plan and ensure compliance.
- Prepare for activation progress tracking by obtaining data such as lists of County streets, GIS zone shape files, and hauling contractor scope of work and line-item rates.
- Develop forms, reporting templates, and other documentation that are compatible with County software and approved by the County.



- Identify staging or disposal locations (e.g., Debris Management Sites (DMSs) and ensure that proper documentation is in place.
- Train your staff on the monitoring process, with a focus on eligibility criteria and documentation requirements to help them understand how they receive funding.

#### **Event-Driven Activities**

As part of pre-initiation, our Project Manager (Chris Denney) and his team continually track potential weather events that may impact our clients. If it appears that the County will be impacted by an approaching storm, Chris will coordinate with the debris hauling contractor to develop an estimate of debris quantities and the resulting staffing needs for both the hauler and the monitoring firm. He will also initiate the processes for assembling the field monitoring workforce, as discussed in more detail below in "Coordinate Project Start-up."

Chris will then convene the management team (e.g., Operations Manager, Field Supervisors, and Data Manager) and begin to move resources and supplies into place. We maintain and manage scalable Rapid Response Packages that are pre-loaded and staged within proximity of the client and include the following for an expedited deployment and self-sufficiency: our state-of-the-art ADMS, **DebrisPro**<sup>TM</sup>; tablets, laptops, and desktop computers; generators; office supplies; cell phones and mobile Wi-Fi hotspots; pre-printed forms and documents; Bluetooth printers; Personal Protective Equipment (PPE) and first-aid kits; field supplies; and pre-identified vendor lists.

#### 5.1.2 MOBILIZATION



We understand that during a disaster, our role is to augment and strengthen your capacity to respond. Therefore, our goal is the rapid mobilization and integration of our debris-focused leadership and field personnel with all participants of the larger response and recovery team.

# **Deploy Field Management Staff**

Within 24 hours following a Notice to Proceed, a member of the management staff will be deployed along with other available trained field personnel and the Rapid Resource Package. If feasible, the team may be deployed and sheltered in place, along with an initial portion of the required resources.

#### **Coordinate Project Start-up**

The management team will meet with County officials to assess current debris activities and identify needs and priorities, as well as assist in the pre-event stating of debris contractors, planning, and logistics. We will also determine operational priorities and objectives, discuss the project scope and timeline expectations, and identify documentation or information-sharing procedures.

Within 72 hours of notification, our team will assemble the workforce using the following:

Network of vetted debris staff. Currently, Witt O'Brien's has 600 employees nationwide with more than 135 debris supervisory staff. We also have a network of more than 700 debris monitors that have completed our internal debris training program and are eligible and available for re-hire.



During the storm tracking phases, our management team will begin communications with both the supervisory staff and the monitors in our network to assess their availability.

- Local Hires. As described in more detail below, we are committed to hiring additional local personnel on our projects and will conduct hiring campaigns to identify, pre-screen, and conduct all pre-employment paperwork rapid hiring and deployment of monitoring personnel.
- During Hurricanes Harvey, Irma, and Maria, we activated and deployed more than 1,500 personnel by recruiting and hiring locally, obtaining personnel from staffing agencies, and assigning personnel from other parts of the company.
- Staffing Agencies. Witt O'Brien's has agreements with multiple staffing agencies that can assist us extending employment opportunities to the community.

#### **Hire Local Staff**

Witt O'Brien's has a playbook for hiring local staff to complement our current full-time and on-call staff. Our team will recruit, screen, hire, and train area residents for monitoring duties. We understand that disasters impose economic hardships on communities and are therefore committed to hiring additional local personnel on our projects and using small, disadvantaged businesses, as needed, to extend employment opportunities to the community. We will activate Witt O'Brien's' standard procedures for broadcasting job announcements (via radio, internet, newspapers, unemployment offices, college job boards, local veteran hiring initiatives, and churches). We also will consult with the County to determine whether any recently retired or laid-off government employees – e.g., from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. Depending on the size of the project, we will establish Human Resource (HR) hiring centers in the affected area that can be quickly mobilized, transported, and set up to allow for immediate vetting and hiring. In addition to our HR department, we work with multiple staffing vendors across the country who provide recruiting services and employee onboarding.

Witt O'Brien's regularly uses E-Verify to screen potential employees and we conduct background checks, drug tests, and motor vehicle safety tests. We also impose a strict "zero tolerance" policy for drug usage, safety violations, inappropriate language, or disrespectful behavior that may reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.

#### **5.1.3 PROJECT INITIATION**



This phase will include analyzing disaster impacts, assessing the current situation, and confirming the proposed personnel, staffing requirements, scheduling, and other contract-related items. It involves developing the Project Execution Plan, the Health and Safety Plan, and the Quality Control Plan. As part of project initiation, we will implement our staff training program and set up our GIS systems for tracking

#### **Develop Project Execution Plan**

Following our initial meeting with County officials, the Project Manager will develop a comprehensive project execution plan (Incident Action Plan) to confirm the details of our approach such as personnel assignments, communication and information sharing procedures, safety procedures, documentation procedures, and a schedule for deliverables. This plan is a far more detailed and tailored adaptation of



our technical approach provided in this proposal based on the situation of an actual disaster. It typically includes an overall approach to address current challenges, new productivity requirements, and the continued need to maximize and retain debris-related funding.

#### **Estimate Damage/Debris**

If requested, the Witt O'Brien's Project Manager will coordinate with the County and its debris removal contractor to tour the affected area, document damages, estimate debris quantities, estimate removal costs, and identify hazardous and dangerous debris for immediate removal. To determine estimated debris



quantities, Witt O'Brien's uses the USACE Debris Estimating Model. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo, and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density, and precipitation and is accurate within +/- 30% for hurricane events.

Witt O'Brien's also uses FEMA's Hazards U.S. Multi-Hazard (HAZUS-MH), the nationally applicable software program that estimates potential building and infrastructure losses from hurricanes, riverine and coastal floods, and hurricane winds. HAZUS-MH uses geographic information system software (ArcGIS) to map and display hazard data, the results of damage and economic loss analyses, and potential effects on area populations. HAZUS-MH analyses also can be run in real time to support response and recovery actions following a disaster event.

# **Review Zones and Staging/Disposal Locations**

Immediately following the event, our Team will confirm the existing mapping of Santa Rosa County by zone and provide any recommendations for change, as needed. We will then work with the County to assign hauling contractors to zones and provide information regarding the location of the existing Debris Management Sites (DMSs).

If additional DMS locations are needed to handle the quantities and types of debris estimated, we will assist with inspecting locations, documenting conditions, and developing a safety report, securing regulatory permits, and coordinating set-up with contractors. We are also experienced in establishing ingress and egress routes (and find this to be a helpful step in increasing site efficiency), and we have assisted in the management of reduction schedules to reduce the risk of vegetation catching fire or debris piles growing too high.

## **Establish Debris Management Center**

As part of our public information support (discussed in more detail in Section 5.1.4), Witt O'Brien's will work the County to establish a Debris Management Center, including identifying a location if necessary. The Debris Management Center will include a Call Center Hotline for public information. If requested, we will assign a dedicated number for the County residents that they can call for information and up-to-the-minute updates, or to report debris in their neighborhood or on their property. This also helps us to be more responsive to the community and ensure we are efficiently collecting debris from the most high-priority areas.



# **Initiate Health and Safety Program**

During every debris monitoring project, we take great care to ensure the well-being of residents and all debris removal workers and monitors.

This is especially true today as we prepare to provide debris monitoring services in a COVID-19 environment. Prior to any field deployment of staff, Witt O'Brien's will initiate a Health and Safety Awareness and Compliance program to ensure that our monitoring personnel are equipped with proper personal protection equipment and operating safely. This program now includes FEMA and OSHA guidance and documentation on working during the COVID-19 pandemic. Additional measures for social distancing have been implemented.

As required by the RFP, we will deploy a dedicated Safety Manager to ensure the safety of monitoring operations in the field. We follow a strict safety process, perform a project safety

analysis, and follow guidelines for safety training. Our safety requirements include the following:

- Participate in a daily safety meeting
- Wear the appropriate safety equipment
- Remain at a safe distance from loading, hauling, and cutting equipment
- Inspect all loaded vehicles before they leave the DMS
- Ensure that debris is properly and safely loaded

Supervisors will run a stop work procedure and halt operations promptly if they see unsafe conditions, or in the case of a safety incident. Following the shutdown, they will contact the Project Manager and maintain the shutdown until the issue is resolved.

# **Conduct Clearance Monitoring**

Our team will prioritize roads, facilities, and areas for initial debris clearance. The team will document labor and materials as well as force account expenses. Any debris monitoring activities related to the Federal Aid System roads will be tracked and costs will be maintained separately (for the Federal Highway Administration Emergency Relief (FHWA-ER) program).

#### **Initiate Quality Assurance Program**

As a standard component of our project management, we will implement a quality assurance/quality control (QA/QC) program to ensure contract compliance and maintain performance standards and goals. Our Project Manager has the processes and tools to ensure data integrity and data management through all data collection, coordination, and documentation activities, from initiation to close-out. In the fast-paced debris monitoring response work, we share information in a collaborative environment using the Microsoft 365 platform for document sharing, information and document

# Witt O'Brien's integrates COVID-19 containment measures into debris removal operations

We offer COVID-19 containment procedures that include:

- Expanded project safety analysis that reflects COVID-19 guidelines and requirements;
- Safety plans tailored to the specific geographical locations and local conditions:
- Staff education on COVID-19 containment measures;
- Guidance on enforcing social distancing and proper protective wear and for sanitizing equipment and high-touch areas;
- Processes, protocols, and reporting templates for managing field operations; and
- Protocols for daily worker testing, positive result actions, and return to work requirements.











storage, shared schedules, and video conferencing. All Witt O'Brien's employees have Office 365 for Business® on their company-issued laptops to facilitate rapid communication and information sharing. SharePoint and Microsoft Teams facilitate document sharing, the ability to collaborate on documents, and the flexibility to video conference simply through an Internet connection.

Our QA/QC Plan will provide the County, the Project Manager, and the Project Principal with the controls they need to manage performance, assess and mitigate risk, and adjust to changing conditions, as required. We will develop and routinely report on schedule baselines, overall resource allocations, activity levels, and staff assignments. Key features of our program include:

 Real-time Data Quality Control: Our plan builds in quality control in every step of the process. We start with our training program, which emphasizes the importance of data accuracy. The accurate



- completion of load tickets is perhaps the most important element of a quality control program for debris monitoring. At the field locations, supervisors spot-check the monitors' load tickets for accuracy and completeness and debrief them at the end of each day regarding performance and any issues identified. At the DMS, tower monitors review tickets for accuracy upon arrival. In addition, data entry staff perform ongoing reviews to identify load ticket errors or omissions and report them to field supervisors to allow for corrective action.
- Data Management: Our quality processes are focused on data integrity—accessing the right data, coding it properly, and ensuring that it is reported in a fully compliant format for the federal funding agency. Our Project Manager and the management team will use both our GIS programs and DebrisPro™ for accurate and comprehensive collection and tracking of data in the field for all cost-recovery activities.
- Corrective Actions: If Witt O'Brien's monitoring personnel detect negligence or non-compliance compliance with FEMA regulations, County staff will be notified immediately. Examples may include artificial loading, mixing loads with ineligible or hazardous materials, using improper equipment, or safety violations. The debris removal contractor staff and supervisors will be informed of the non-compliance and instructed on how to correct the error.
- Continuous improvement: At the core of our quality assurance approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. To ensure operational efficiency and reduce overall costs, our management team will analyze data progress against project goals to determine causes of delay or determine whether certain activities can be compressed to save time and budget.

# **Train Staff**

Once additional personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to their respective functions. Our training program is based on an on-line interactive, cloud-based training platform, and comprises multiple modules. The modules that are provided to all staff, regardless of position, include:

- Introduction to Debris Monitoring
- Witt O'Brien's Employee Expectations



- Daily Procedures
- Heat Stress Awareness
- COVID-19

We then provide additional modules that are specific to the field employee function, including:

- Load Site Monitor Training
- Hazardous Tree Monitor Training
- Debris Management Site Monitor Training

These courses are designed to emphasize safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, and standard procedures for debris monitoring. Training will also instill



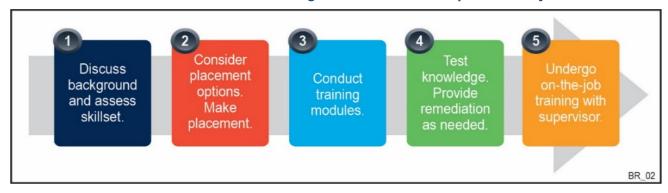
the paramount importance that tickets are to be completed accurately and legibly to ensure maximum FEMA reimbursement of funds. New monitors are also trained in the use of handheld automated ticketing units (tablets), which includes the app linking to  $\textbf{DebrisPro}^{TM}$ , and are supplied with reference materials and maps of their work zones.

We also have modules for management and supervisory functions, as follows:

- Admin Assistant Training
- Field Supervisor Training (including Truck Certification)
- Debris Operations Manager Training
- Project Management Training

Our training approach is shown in **Exhibit 8**.

Exhibit 8: Witt O'Brien's Training Methods Build Competencies by Level



Our training program is designed to build upon the learning process and to certify each level of competency as each employee progresses in core capabilities and understanding. Therefore, each module ends with an assessment of knowledge comprehension and retention that must be passed before moving on to the next training program. If an assessment is failed, remediation is provided before the next assessment. Training can be completed at any time, allowing monitors to fulfill multiple roles when needed. Once trained, field staff are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct.



# **Assign Field Personnel**

In accordance with the Project Execution Plan, the Project Manager and Operations Manager will assign and dispatch the team to their appropriate locations at debris collection locations and the DMS. We follow the NIMS ICS guidance, which advises that people in leadership positions maintain a "manageable span of control" regarding the number of direct reports. This typically includes:

- **Field Supervisors.** The Operations Manager will dispatch experienced Field Supervisors to oversee monitoring activities and implement the QA/QC program at a ratio of no more than 1:10 supervisors to monitors in accordance with FEMA guidance.
- Load Site/Roving Monitors. The Operations Manager and Field Supervisors will pair monitors with hauling crews and dispatch them to debris collection locations.
- Special Debris Load Site Monitors. The Operations Manager will assign roving monitors to
  observe debris removal contractor operations and locate, document, and map special debris
  (e.g., hazardous trees, white goods), and report on ineligible debris and contractor-caused
  damages.
- Debris Site Monitors. The Operations Manager will staff each DMS with an experienced debris monitor for assessing load volumes, inspecting debris, and ensuring debris types are kept separate (for proper quantification throughout all phases of the project).
- Disposal Site Monitors. The Operations Manager will staff each disposal site with experienced debris monitors for tracking debris type and quantity and providing documentation.

All personnel will be equipped with vehicle transportation and state-of-the-art technology (e.g., rugged tablets) to ensure appropriate and efficient data collection, transfer, and documentation.

# **Measure and Certify Hauling Vehicles**

Witt O'Brien's follows the most recent FEMA standards and recommendations for calculating the capacity of debris removal trucks and will initiate the truck measurement and certification process in coordination with the debris removal contractor to accurately measure the volumetric capacity of each truck upon its arrival at the disaster scene. During the truck certification process, our dedicated truck certification team will record information for each truck and/or piece of equipment used to transport and remove debris, including the make and model, license plate number, debris removal contractor equipment number, and its maximum volume in



cubic yards. The measured volume of the load bed will be displayed on a placard attached to the driver's side of the equipment or vehicle. Our team will provide the County with both hard copy and electronic copies of the completed forms, signed by an appointed truck certification monitor, with photographs of each truck placard.

Witt O'Brien's will work with the debris removal contractor to ensure that if the debris removal contractor adds vehicles to its fleet, or if measurement calculations should change, these adjustments are reflected in all documentation or logs. In addition, Witt O'Brien's roving monitors and field supervisors will conduct random inspections and spot checks of debris removal equipment to ensure there has not been tampering of truck placards. Roving and field monitors will be trained to deter and detect any fraudulent alteration of truck volumetric capacities.



# **Develop Maps and GIS Applications**

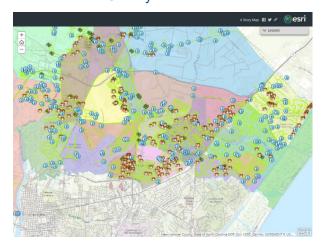
As a Silver Tier member of the ESRI Partner Network, Witt O'Brien's has the capability to customize its mapping platform to meet your technical needs. Through this partnership, we have priority access to and support from the ArcGIS software makers. As a result, we have additional mapping resources that allow us to resolve technical issues quickly and tailor location-based analytics.

Witt O'Brien's uses a GIS collector app that is loaded on the tablets in the field and on the management computers. The app can be used to designate "hot spots" for immediate collection and identify inaccessible roads. The Team also uses the app to generate an automatic link of GPS and GIS data to each debris load, hazardous tree (e.g., stump, hanging limb, or leaner), white goods (e.g., appliance), or other type of debris. They designate each type of debris (whether eligible and ineligible) with a specific icon or pin (along with photos of ineligible debris). This allows the Witt O'Brien's team, client, and/or removal contractor to get a visual idea of the amounts of different debris types that need to be picked up.

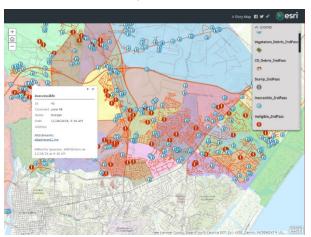
With each update of the data, the team can show progress towards clearing entire zones. It is typical to have at least three passes (1<sup>st</sup>, 2<sup>nd</sup>, and final). Our team can confirm through mapping and validation that each pass has been completed and progress has been made. For example, **Exhibit 9** shows screenshots from the app demonstrating a reduction in the number of pins between the 1st and 2nd passes in the same area.

Exhibit 9: Screenshots of ArcGIS Collector App

# New Hanover County - 1st Pass



# New Hanover County – 2<sup>nd</sup> Pass



In addition, our Team creates ArcGIS maps from the load ticket data in **DebrisPro**<sup>TM</sup>. This produces ongoing maps of progress in collection, numbers of passes, zones being worked in, and zones scheduled for future work. It also can provide data on turnaround times that can be analyzed to assess hauler efficiency and operational issues that may require resource rebalancing or other management actions.

We understand from our experience in debris monitoring that our clients are often under pressure from the public, elected officials, and the media to provide information on recovery activities and the progress being made. We can provide the County with access to these ArcGIS maps so that they can track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. Examples of map options we have provided in the past include making priority collection areas more identifiable, marking ineligible debris piles, tracking



specific jurisdictional areas or zones for removal progress, and receiving resident feedback. ArcGIS can also provide mapping data in spreadsheet form, which allows you to easily incorporate information into your business operations (e.g., through briefings, reports, audits, appeals,

**Exhibit 10** presents a screenshot of debris removal in New Orleans (following Hurricane Zeta) over a period of 8 weeks. Using the ArcGIS platform, our Team was able to provide the client with updates (every three hours) of the different types of debris removed. The pink zones (and green street lines) indicate areas where all work had been completed. The City used this information to inform the public on hauler progress.

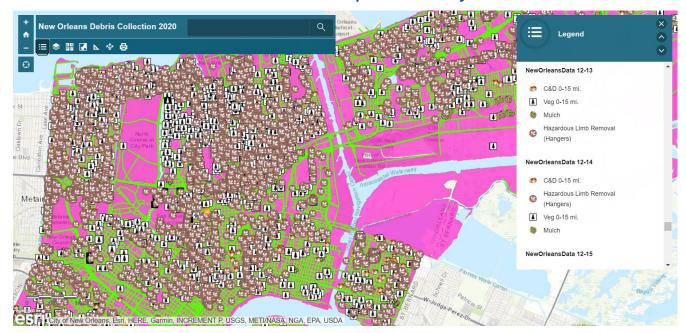


Exhibit 10: ArcGIS Map of Debris Project

#### 5.1.4 EXECUTION



During the execution phase, Witt O'Brien's will be responsible for monitoring the hauling contractor at debris removal locations and the DMS to ensure that debris removal operations are efficient, safe, and properly documented to ensure a full federal reimbursement to the client.

#### **Monitor Debris Removal**

The Witt O'Brien's teams of monitors are a critical part of ensuring compliance during debris collection and removal. **Exhibit 11** illustrates our process for using **DebrisPro™** to monitor debris removal from initial removal locations through disposal. We will first dispatch field supervisors and load site monitors to debris collection locations to monitor debris removal in the field. We also deploy trained roving monitors to assist in the identification and documentation of ineligible debris, consult with FEMA debris specialists about eligibility issues, assist with mapping of debris clearance progress, and inspect debris zones for "hot spots" and zone closure status. Key steps in the process are as follows:

 Ticket initiation – When a truck first arrives at the debris collection location, a Witt O'Brien's team monitor will initiate a load ticket in *DebrisPro™*.



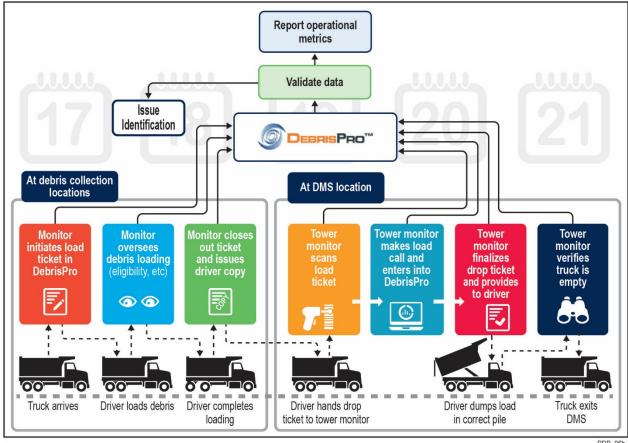


Exhibit 11: Witt O'Brien's Debris Monitoring Process Using DebrisPro™

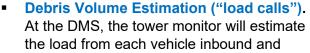
- PDB\_06b
- Monitoring As the driver collects and loads debris, the monitor will oversee the process and capture key data via load ticket, photographs, GPS coordinates, or other data or sources of information. Information collected includes debris eligibility and debris amounts via distribution of load tickets. Monitors also look for any damage caused by the debris removal contractor during debris removal. In addition, they identify any operational issues that may cause a reduction in performance or an increase in recovery cost; these may include debris removal contractor skipping piles (i.e., "cherry picking"), delay of start times, excessive or unscheduled breaks, and stoppage time.
- Ticket Close-out -- When the driver has completed loading, the monitor will close-out the load ticket in *DebrisPro™* and provide the driver with a printed copy of a load ticket that validates where debris originated. This process, and the use of this technology, provides a robust QA/QC check for all documentation. Data will be stored on multiple redundant servers to ensure data security and information will be provided to the County in electronic format.

At the County's designated DMS locations, we will assign two debris site/tower monitors at each site. Once the driver arrives at the DMS, the following steps take place:

• Ensure load ticket accuracy. When a driver arrives at the DMS, the tower monitor will review load tickets for accuracy at inspection towers. Trucks without approved load ticket will not be granted access to the site. If the driver is a County debris removal contractor, arrival without a load ticket will initiate a stop work order and supervisors will investigate to determine where the



debris came from and how it ended up in a trailer without a ticket. If the source and eligibility cannot be established, the driver will be required to dump the debris in a separate pile away from eligible debris, and the pile will be fenced off, documented, and photographed. The debris removal contractor will then be required to reduce the debris and haul it at no charge to the County.





(when ingress/ egress permits the truck to pass by the same tower) and will complete the drop information on the load ticket while the truck is emptying. Once the information is verified and recorded, the tower monitor will enter the information in *DebrisPro*™ and the load tickets become drop tickets that are provided to the driver.

- Emptying Loads. If multiple debris types are permitted for the site, then separate areas will be
  established for different debris classifications. The debris removal contractor will be instructed
  on where to empty based on that debris classification (e.g., vegetative, C&D, white goods,
  etc.).
- Hauler Compliance. When the truck returns, the monitor will inspect the bed of the truck to make sure it is empty before the driver is provided a copy of the drop ticket and permitted to leave. If the truck bed is not empty, the monitor will instruct the driver to finish clearing the truck bed before providing the ticket.

#### **Coordinate Special Debris**

Some debris (such as hazardous trees, limbs, and stumps; white goods and e-waste; household hazardous waste; putrescible debris; and vessels) might require special handling and/or detailed documentation to ensure reimbursement from FEMA. Furthermore, removal of debris from waterways, private property, and sites with environmental or historic preservation concerns could require additional reviews, documentation, and approvals. Witt O'Brien's has leading experience with all debris types and will provide expert consulting services to the County regarding extraordinary debris challenges.

**DebrisPro**™ is designed to automate and streamline the tracking and documentation of all debris removal work and costs. Our teams can set up **DebrisPro**™ to track every debris category relevant to a project (e.g., ROW; PPDR; private roads, parks, and golf courses; state and local roads; and Federal Aid Roadways for FHWA reimbursement) and debris types (e.g., hazardous trees, limbs, and stumps; waterway debris; white goods; e-waste; hazardous household waste; and

putrescible waste).

■ Hazardous Trees. For hazardous trees (i.e., leaners, hanging limbs, and stumps), our team will follow established FEMA guidance that requires supporting photo documentation for each ticket issued for these removal services. Our ADMS technology and software DebrisPro™ enables our field staff to take photographs in the field and upload them in a compressed format for secure storage and retrieval.



Our field teams will use **DebrisPro™** to ensure that the tickets are electronically stored with the associated photographs, which is critical for FEMA reimbursement and QA/QC. All hazardous trees will be handled in accordance with guidance from the PAPPG 4.0. We will ensure documentation is recorded for the immediate threat of the location (GPS coordinates) with photographed evidence establishing that the tree is on public property; the size and extent of damage; the quantity removed; the quantity, location, and source of material to fill root-ball holes; and the equipment used to perform the work.

Household Hazardous Waste. If conducted as part of the overall debris removal operations, the removal of household hazardous waste may be funded by FEMA as Category A. Activities for the removal and disposal of household hazardous waste (specifically) includes: (1) separation of household hazardous waste from other debris; (2) specialized procedures for handling and disposing of the hazardous materials; (3) control or stabilization of the hazardous material; and (4) pumping water contaminated with the hazardous material. Witt O'Brien's will ensure that this process is properly documented to maximize the County's reimbursement. It is also important to ensure that hazardous waste is not mixed with other types of debris. Our monitors are trained to recognize and identify all debris types to avoid debris mixing. Typically, no debris is



Examples of Common Household Hazardous Waste (HHW)

comingled, especially household hazardous waste. A key part of a monitor's job is to ensure that the debris type they are assigned to monitor is the only debris being loaded by the debris removal contractor.

- White goods. When monitoring the removal and disposal of white goods, we will document that white goods have been collected separately, and processed to remove putrescible debris, all oils, all solvents, and all refrigerants. If debris is recyclable or has salvage value, we will document the separation and salvage activities that have been implemented.
- Private Property Debris Removal (PPDR). PPDR is the responsibility of the property owner and generally not eligible for reimbursement through the FEMA PA program. However, if the debris is so widespread that it threatens public health and safety or the economic recovery of the community, the costs associated with removing this debris may be eligible under the PA program.
  - Witt O'Brien's has extensive experience in implementing, managing, and monitoring PPDR programs, and can assist in identifying private properties which might be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed, and secure ROE agreements from residents. If demolition of private or public structures is needed, Witt O'Brien's can also provide guidance for the proper implementation, documentation, and monitoring for this program.

Our Project Principal, Charles
Bryant, is an authority on PPDR and
waterway debris removal. He
developed the PPDR guidelines for
Louisiana that were subsequently
adopted by FEMA. For the State of
New Jersey, he developed the
operational methodology for
waterway debris removal.

 Private Property Demolitions. Under circumstances of severe and catastrophic damage, it could be necessary to initiate a Private Property Demolition Program. Witt O'Brien's has the extensive knowledge and background in development, coordination, and management of the demolition



program. As needed, we will identify, document, and review the impacted structures and follow the procedures necessary for compliance with State Historic Preservation Office review, archaeological low-impact stipulations, and FEMA EHP review. If asbestos is involved, we will follow the FDEM regulations for managing asbestos inspections and removal and any National Emissions Standards for Hazardous Air Pollutants (NESHAP) and other state and federal regulations that could impact the eligibility of private property demolitions that will be funded by FEMA under Category B Emergency Protective Measures.

- Commercial Property. Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, and trailer parks is generally ineligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA may provide an exception. If appropriate, our team will work with the client to ensure that prior FEMA approval is obtained and will provide the necessary documentation for reimbursement.
- Historic or Environmental Concerns. In order for debris to be eligible for reimbursement, FEMA has to ensure compliance with applicable laws and regulations, including those addressing historic properties, floodplains, wetlands, and critical habitats. Should it be necessary to conduct debris removal near such areas, Witt O'Brien's will ensure coordination with the appropriate regulatory agencies to ensure compliance, reviews, and permits for debris-related operations, if needed.
- Waterways. Witt O'Brien's will monitor the removal of all eligible storm debris from drainage canals and ditches upon direction from the County. Debris removal from waterways is eligible as long as it is necessary to eliminate "an immediate threat to life, public health and safety, or improved property" (FEMA PAPPG, V4.0). There are also specific restrictions on the removal and disposal of debris that obstructs the passage of vessels, although debris removal from federally maintained navigable waterways is ineligible and must be managed by the U.S. Coast Guard or USACE. In non-navigable waterways, Witt O'Brien's will monitor removal of debris deposited by an incident that obstructs a natural waterway only if the debris poses an immediate threat or could cause additional damage and flooding.
- Storm-Deposited Soils. Extracting water and clearing soil, mud, silt, or other accumulated debris from eligible facilities is eligible as Emergency Work as long as the extraction is necessary to address an immediate threat. In addition to monitoring the extraction of storm-deposited soils, we will also provide the proper documentation to ensure federal reimbursement for the removal. Evidence for eligibility will include GPS coordinates, photographs, the quantity of soil removed, and the equipment used to perform the work.

# **Conduct Project Management**

In our experience, debris removal operations proceed most smoothly when there are open and

transparent communications among the debris removal contractor, the monitoring firm, and the client. This section highlights the management team responsibilities to ensure effective, efficient, and compliant operations.

 Daily Briefings. During active debris removal operations, the Witt O'Brien's Project Manager will conduct and/or attend daily meetings with the County, appointed officials, the debris removal contractor management, and operational staff. These meetings will

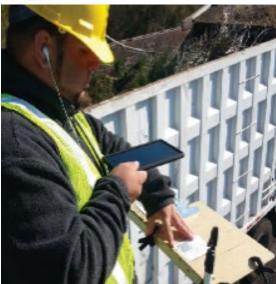




be used to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that may affect work, and make any required adjustments to improve the effectiveness of debris removal and disposal operations.

- Work Scheduling and Daily Close-out. The Operations Manager will conduct daily planning meetings with the hauler and generate staffing reports and daily schedules for haulers, supervisors, and field monitors. At the close of each day, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured and then begin analysis of the day's data in order to provide a daily status report (see Section on Operational Reporting).
- Resource management. Throughout operations, our Project Manager continually monitors operational resources required and makes adjustments to staffing as needed to minimize cost. As discussed earlier, during project initiation and ramp up, our management team will assign field staff (monitors and supervisors) in the appropriate span of control based on hauling resources. As those resources change over time (e.g., ramp up or down), we will adjust our team size as needed. Our objective is to maintain the minimum span of control that is needed to effectively monitor removal operations without incurring unnecessary costs that may jeopardize reimbursement
- Quality Assurance. Witt O'Brien's understands that the accurate completion of load tickets is
  perhaps the most important element for any debris monitoring program particularly when it
  comes to the ease of applying for and receiving full reimbursement from FEMA and other state and
  - federal disaster recovery programs. Our monitors use **DebrisPro™** to collect debris load data in the field using smartphone or tablet devices. As part of their training, field monitors and supervisors are clearly informed that by signing load tickets, they are certifying that (1) the information on the ticket is accurate and complete, and (2) the information will be used by the client to apply for reimbursement from the state, FEMA, or other agencies. To carry out QA/QC in the field, supervisors will spot-check the monitors' load tickets and debrief them at the end of each day. At the DMS, tower monitors will review tickets for accuracy upon arrival. In addition, data entry staff will perform ongoing reviews to identify load ticket errors or omissions in order to report them to field supervisors in real time to allow for corrective action.
- Digitization of Source Documentation. Our team will use DebrisPro™ to digitally capture and record all source documentation requirements, including load tickets, truck certification forms, tower monitor logs, hauling invoices, monitor activity, incident reports, load ticket summary forms, and any other





We maintain on standby more than 400 GPS integrated smart devices that are enabled for paperless operations.

form of documentation. To ensure data security, data is stored on multiple redundant servers. Authorized personnel may access their data by signing into a secure web portal.



- Corrective Actions. Should a health and safety violation and/or any actions inconsistent with the terms of this agreement be identified by County staff during an active response, our Project Manager will implement the necessary corrective actions immediately and notify the County within 24 hours of corrections taken. Except for severe violations, we will implement a tiered approach. The debris removal contractor staff present, as well as their supervisors, will be informed of the non-compliance and instructed on how to correct the error. We make every effort to resume operations as soon as it is possible to do so without compromising the quality of the work. Such issues may include:
  - Artificial loading, where debris is wetted, mixed with other materials, or not compacted
  - Incorrect debris, where ineligible materials or hazardous materials are mixed with loads
  - Operational issues, including use of improper equipment, skipping piles ("cherry picking"), or failure to meet completion schedules
  - Non-compliance with health and safety standards, local ordinances, and other local, state, and federal regulations

As necessary, issues may be escalated to more formal reviews with documentation of performance, retraining, and, if necessary, staff replacement.

- Issue Stop Work Orders for Unsatisfactory Work. Field monitors are empowered to initiate a Stop Work Order in the event that a monitor or supervisor sees a safety issue at a debris site, or the monitor learns that the debris removal contractor is not performing its work in line with the regulations or procedures set forth by the County. Upon the announcement of a Stop Work Order, staff will halt operations and contact their immediate supervisor for instructions. The shutdown remains in place until the issue is resolved and work can be resumed safely and in accordance with requirements. All Stop Work Orders will be documented and reported promptly to the field supervisor on site, the project manager, and the County.
- Continuous Improvement. Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. To provide the County with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where additional removal equipment may be required to meet deadlines or how additional debris management site locations might improve output. When removal operation forecasting shows that completion will take longer than established deadlines, we will evaluate the available equipment and personnel onsite to determine how to best increase the daily collection rate and turnaround times. Efficiency procedures often include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

#### **Operational Metrics**

The Witt O'Brien's team will provide operational reports to ensure the County has a full understanding of the debris removal operation. These updates include daily situation reports, progress reports, reconciliation reports, incident damage reports, and any other information as requested by the County. Witt O'Brien's will use *DebrisPro*™ to generate all reports in the format required by the County, e.g., the contract number, daily and cumulative hours for each piece of equipment, daily and cumulative hours for personnel by position, and volumes of debris handled.



- Daily Reports. At the close of each day of operations, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured. When sites have been closed, our team will begin analysis of the day's data in order to provide a daily Situational Status Report (SITREP) to the County. Witt O'Brien's Daily Sitrep is a running, cumulative report calculating the Total for Operating Period (daily) and Total to Date. Data in these SITREPs will be in the format required by the County and typically include:
  - GIS maps of locations where debris was collected during the day
  - Daily and cumulative totals of debris quantities and types collected and disposed at each site
  - Hours that equipment was used, including downtime for each piece of equipment
  - Operation times of all debris loading trucks and debris management sites
  - ✓ Number of trucks operating daily

- Number of debris monitoring personnel crews
- Number of grinders, chippers, and mulching machines in operation
- Progress by area or zone and estimates of remaining debris
- CY of reduced debris hauled to final disposal sites
- Reviews of the work performed by the debris removal contractor

Upon request, the Daily SITREP can be modified to accommodate the County's reporting requirements. **Exhibit 12** presents a sample SITREP.

Exhibit 12: Sample Daily Situational Report

WITT O'BRIEN'S PART OF THE SEACOR FAMILY	SITUATIO	N REPORT	Date Day of Ope Operation		1/21/2020 7 0-1900 hours	
	DEBRIS MONITOR I	PROJECT DR-4393 North (	Carolina			
Project Manager		DEBRIS OPERATIONS SUI	MMARY:	TOTAL/OPS PERIOD	TOTAL TO	) DATE
		Hazardous Stumps less than 24"		0	0	
Operations/Data Manager		Hazardous Stumps 24" to 36"		0	1	
AOR SUMMA	ARY	Hazardous Stumps 36" to 48"		0	0	
<ul> <li>1 bucket truck ran today</li> </ul>		Hazardous Stumps greater than		0	0	
<ul> <li>1 mini excavator ran today</li> </ul>		Hazardous Trees (leaners) 6" to		0	0	
<ul> <li>1 stump haul truck ran today</li> </ul>		Hazardous Trees (leaners) 12	24	2	4	
1 haul trucks ran today			36"	0	7	
1 haul trailer ran today		Hazardous Trees (lean (s) ("to	8"	0	0	
We see the design of the second of the secon	at a second of the second of the second of the	Hazardous Tree (Isan re gre	r than 48"	0	0	
<ul> <li>We certified a haul trailer today (the contractor intends to use this rather than bring in a knuckle boom).</li> </ul>		Hazardous Limbs (ange		0	5	
The contractor worked in Bayview West	t today removing 2 hazardous	Veg (CY)		31	79	
trees.  *ALL HAZARDS HAVE NOW BEEN REMO	VED FROM BAYVIEW WEST*		PEF	RSONNEL		
They took 1 load of logs/trunks to the N	I. 25th site today. They also	Projet Manager	1	DMS Monitor	S	0
took 3 loads of veg to the Miller DMS - :	1 from Bayview West & 2 from	Perations Manager	1	Billing/ Invoice A	nalyst	0
the N. 25th site.	•	Data Manager	1	Data Entry Cler	rks	0
They intend to remove the final hazardo		Field Supervisors	0	Project Coordina	ator	0
tomorrow, which will only leave the stu		DMS Supervisors	0	Field Coordinat	tor	0
and 1 hazardous in Bayview East & 1 ha  The contractor advised that the stump g		Field Monitors	3	GIS Analyst		0
Wednesday.  ***The contractor is anticipating completing all Nork a pociates with		SAFETY				
the approved hazards list NLT Friday, ar		Safety review and heat stre     Morning Safety Brief     Nothing further to report	ess awarene	ess briefing during morning	safety meetir	ıg.



Reporting on Progress Metrics. Our team will use DebrisPro™ to track and report on project costs, ensuring that costs are correctly coded, and that force account labor and/or debris contractors work is within the assigned scope of work. Exhibit 13 provides a sample report on hauling costs.

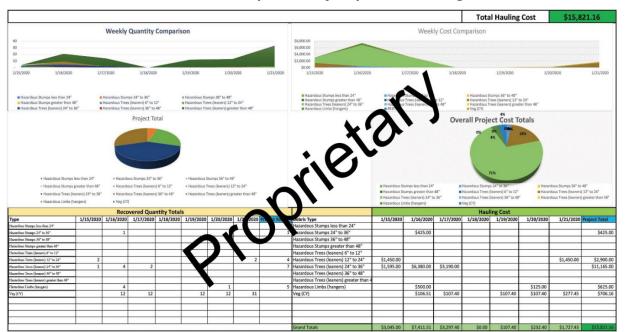


Exhibit 13: Sample Weekly Report on Hauling Costs

As other data points are requested, Witt O'Brien's will develop tailored reports to meet each client's specific data needs. All reports generated from the system can be exported in .xlsx format to simplify data management. Typically, we also provide graphic representations of data, such as the daily quantity of debris collected, the cumulative total of debris collected to date, a count of resources on the project, and hours of operation. This helps our clients more easily see how operations are progressing.

■ Damage Reports. Witt O'Brien's will also submit damage reports daily, when necessary. Damage is inevitable during debris removal and, from time to time, hauling contractors will damage roads, sidewalks, utilities, drainage structures, or even private property. Monitors will document each incident with photographs, notify Field Supervisors for verification, and develop and log damage/incident reports. Field Supervisors will notify the Operations Manager, who will notify the Project Manager. The Project Manager will provide a report of each damaged facility to the County and the debris removal contractor. Field Supervisors will follow up to verify that the debris removal contractor took remedial action in an appropriate timeframe. If electric, water, phone or cable TV utilities are damaged, Witt O'Brien's will contact the proper utility authority and report the damages immediately to the County. If the damages result in immediate or grave safety concerns, Witt O'Brien's will also alert the Police, Fire or Public Works departments, as the situation warrants.

#### **Support Public Information**

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project. The County could get requests for information regarding progress of debris removal and planned schedules for specific locations, or complaints regarding damages to property or



other concerns. As discussed previously, we will assist the County in establishing and managing a 24-hour call center. In addition, we will coordinate with the County to implement a public information plan for businesses and residents.

We can provide the County with access to GIS maps so that they can track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. We can also develop timely and informative public announcements, brochures or pamphlets, online campaigns, or in-person town halls and meetings about project progress, safety considerations, hazardous waste handling, collection schedules, and methods of sorting and separating debris

Debris Removal Guidelines

Debris should be placed on the right-of-way

Debris should be placed on the right-of-way

White goods (appliances) (refrigerators should be duct should be duct

Exhibit 14. Sample Instructional Pamphlet

to increase collection and disposal efficiencies (see **Exhibit 14** for an example). We can assist the County's efforts to efficiently disperse information to any target audience, such as the community and public, local businesses, the media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We will make staff available to the County to distribute and disperse public information on the debris project and can deploy our field monitoring staff to disseminate informative flyers to residents.

#### **Reconcile Contractor Invoices**

Throughout the execution phase, the Witt O'Brien's team will use **DebrisPro™** to inspect and audit contractor invoices and back-up documentation to ensure that the information reconciles with our own database information of debris quantities and project costs. The process is illustrated in **Exhibit 15**. On a regular schedule agreed by the County, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). Contractors will obtain ticket details electronically from **DebrisPro™** to generate their invoices. We then review the invoices to ensure that all costs conform to the removal contract's scope of work, unit prices, performance parameters, and timelines.

Throughout the course of the project, our team will develop relationships with the hauling contractor(s) and coordinate daily with them. As a result, if there are discrepancies, our team will initially work with the contractor to address any differences and try to resolve any disputes or problems. We will also notify the County immediately in the form of an Invoice Discrepancy Report. If there are no discrepancies in the invoice, a payment approval letter will be issued. Each letter outlines the outstanding fees, provides a target payment date, explains all adjustments and corrections, and includes a complete summary of our records to support the invoiced amounts.

Segregating

debris by type will decrease

the cost and time of debris removal efforts



Contractor imports ticket Witt O'Brien's Contractor reviews invoice Once reconciled. Witt details electronically from reviews contractor's data against and resubmits to Witt O'Brien's generates an Witt O'Brien's **DebrisPro**<sup>™</sup> database records O'Brien's for review invoice package that includes the contractor's invoice, Witt O'Brien's payment recommendation and a transmittal letter for the client's review If discrepancies are identified, Contractor generates If no discrepancies are Witt O'Brien's generates a invoice and submits identified, Witt O'Brien's discrepancy report which details electronically to Witt notifies contractor that differences and ticket number(s) O'Brien's for review data is correct PDB\_05

Exhibit 15: Witt O'Brien's Contractor Invoice Reconciliation Process

# 5.1.5 CLOSE-OUT



#### **Coordinate Final Pass**

During the final weeks of debris collection, the Operations Manager will ensure complete debris removal by the debris removal contractor. At that time, we will publish last pass schedules and deploy monitors to confirm clearance of all roadways and/or document any remnants. From this data, our GIS Specialist will create a web-based

map using ArcGIS depicting locations of the remaining debris, along with locations of ineligible debris. Once all eligible debris has been removed, you will receive written confirmation of debris removal completion.

# **Conduct Haul-out Monitoring and Final Disposition**

Whenever the debris removal contractor is using a DMS for debris staging and reduction, the Witt O'Brien's team will monitor and document the haul out of processed debris from the site. Debris will be disposed of at a landfill or other appropriate site, where we will have monitors to verify the drop and ensure the truck is empty. The monitors will collect scale tickets from the landfills to reconcile the pass-through disposal invoices and to provide as documentation for FEMA reimbursement. Our team will coordinate with federal, state, and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity. We will confirm final disposition of debris and the associated records.

#### **Site Close-Out**

Following haul-out, our team will document and confirm removal of all debris, equipment, and materials from the DMS. At the start of the project, we would have conducted a preliminary damage assessment



to accurately verify damages and site conditions. We will conduct a final site inspection to confirm that the site has been restored to the County or landowner's requirements and in accordance with environmental regulations.

#### **Provide Final Documentation and Data Maintenance**

At the close of the project, we will provide the County with both electronic and hard copy of all required documentation to submit for reimbursement from FEMA. If the County requests earlier in the project, we will compile the required documentation for period seeking reimbursement. At the close of debris monitoring operations, we will provide a detailed description of all debris management activities. This report will be delivered electronically and will contain:

- All types and quantities of debris removed including ROW debris, tree work performed, PPDR/ROE work performed, debris reduction operations, and final haul-out quantities
- Final disposal locations
- Amounts of debris managed by the hauling contractor
- Total cost of the project invoiced to the County
- Additional data that can be provided includes GIS maps indicating debris removal densities. This
  data can be used to support the development of PWs, final closeout, and, if needed, audit and
  appeal procedures.

Our electronic ADMS, *DebrisPro<sup>TM</sup>*, was developed to conform USACE technical specifications and FEMA documentation requirements, and it meets or exceeds all the detailed specifications found in the USACE electronic debris management system requirements. All project documents including reports, records debris reporting tickets and contract correspondence will be maintained for a period of not less than five years. Witt O'Brien's acknowledges that we will be subject to audit by federal, state, and local agencies, at which time we will allow the County and FEMA to audit all project records. Within 30 days of project completion, our Project Manager will prepare an After-Action report detailing project specifics, highlights, data, lessons learned, and recommendations for next event.

# **Develop Reports for Reimbursement**

Properly prepared reports are required for reimbursement by FEMA or any other applicable agency for disaster recovery and debris removal. Well-developed projects (formerly project worksheets or PWs) also ensure that the County will receive the necessary funding for successful recovery and that they keep all the assistance for which they are eligible. Upon request, we can provide the County with qualified personnel adept at analyzing projects, preparing the scope of work and damage descriptions of

# Witt O'Brien's Support for Debris Audits in Florida

Following Hurricane Irma, both FEMA and the State of Florida conducted audits of all debris projects documentation to ensure compliance with federal and state requirements. Witt O'Brien's has been managing the response to the audits and assisting our debris monitoring clients in providing the required documentation to satisfy programmatic requirements and support eligibility of the costs.

projects (including cost estimating), analyzing projects and accompanying documentation, and preparing project documentation for submittal to FEMA through their Grants Portal.

Witt O'Brien's meets or exceeds federal and state agency requirements when documenting project costs to ensure all FEMA, FHWA, NRCS, and other disaster recovery claims are properly documented



and invulnerable to scrutiny during project preparation, final inspection, and closeout process. We prepare Category A (debris removal and monitoring), Category B (debris clearance) FEMA projects, FHWA Detailed Damage Inspection Reports, and other applicable reports. Our disaster recovery experts ensure compliance with rules, guidelines and standards, and address and resolve difficulties before they can hinder the recovery process. Our project packages are professionally documented to capture the maximum available funding.

# **Appeals Preparation and Assistance**

If appeals to decisions are necessary, we will also assist in drafting the appeals using a team approach to leverage the broadest set of expertise possible. Our team will gather all of the relevant information for the appeal and craft arguments that can enhance the likelihood of achieving positive results.

#### 5.2 MOBILIZATION

Recognizing that your recovery relies on a rapid response, Witt O'Brien's is poised to respond at the time of disaster. As described above in our Technical Approach (Section 5.1), the key elements of our mobilization approach are as follows:

- Pre-Event Preparation. Our team will coordinate with your staff year-round to ensure open and effective lines of communication and maintain and manage scalable Rapid Response Packages.
- Initial Deployment. If it appears that the County may be impacted by an anticipated event, our Project Manager will assemble the key management team (Operations Manager, Data Manager, and Field Supervisor) and put the Rapid Response Packages into place. Witt O'Brien's Emergency Command Center (ECC) provides our teams with 24/7 push notifications regarding potential weather events. If feasible, we will shelter in place near the County ahead of the event. Our Project Manager or other member of the management team will meet with County staff within 24 hours of notification.
- Startup Procedures/Requirements. Upon arrival, our management team will coordinate an
  initial project meeting with the City to assess current debris activities, identify needs and
  priorities, and assist in the pre-event stating of debris contractors, planning, and logistics.
- Damage Estimation. For preliminary planning, we use a combination of USACE formulas and FEMA's HAZUS model to estimate debris quantities following a disaster. This allows us to determine how many vehicles will be required to remove the debris within a specified timeframe. With the vehicle count, we can begin hiring initial monitors. After the kick-off meeting with the hauling contractor, we can determine the number of vehicles they plan to use based on vehicle capacity in cubic yards and determine a more accurate monitor count.
- Personnel Mobilization. After an assessment of personnel needs is completed, we will begin our efficient and effective recruitment process to hire, train, and assign debris monitors, with the full workforce available within 72 hours from NTP. Following the NIMS ICS guidance, we assign leadership positions to ensure a manageable span of control of supervisor to monitors. Consistent with FEMA guidance, the ratio is 1:10.

As shown in **Exhibit 16**, Witt O'Brien's Project Manager is within a 6-hour drive of Santa Rosa County, and several of the management staff are much closer. In addition, our Team has two Rapid Response



Trailers available less than 5 hours away in Ocala, FL to support this contract. In the event that a storm cuts off access or impacts that region, we also have another trailer available less than 6 hours away in Augusta, GA.

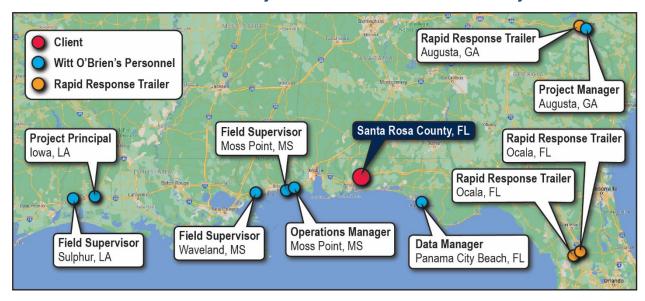


Exhibit 16: Proximity of Resources to Santa Rosa County

**Exhibit 17** provides a schedule of the activities leading up to and through mobilization and project initiation. As noted previously, the actual sequence of events will vary depending on the actual disaster event and impacts.

Exhibit 17: Nominal Schedule of Start-up Activities

Timeline	Task	Key Activities
Pre-Initiation		
Prior to storm season or annually	Pre-event coordination and planning	<ul> <li>Conduct annual pre-meeting with client and hauling contractor</li> <li>Review client disaster recovery contracts and plans</li> <li>Update critical documents, including GIS files</li> <li>Maintain debris monitoring client profile</li> </ul>
Up to 96 hours prior to event	Track event and monitor situation	<ul> <li>Contact potentially affected clients</li> <li>Monitor event/storm track and identify potential impacts</li> <li>Establish contact with client hauling contractor</li> <li>Activate staffing agencies as needed</li> </ul>
Up to 72 hours prior to event	Prepare for activation	<ul> <li>Initiate daily operational calls with HR, IT, contracts, etc.</li> <li>Estimate hauling equipment requirements and capacity</li> <li>Identify staffing needs</li> <li>Contact stand-by employees and network of vetted monitors, and initiate local hiring</li> </ul>
Up to 24 hours prior to event	Assemble team and resources	<ul> <li>Establish dedicated Teams site for project management</li> <li>Upon Notice to Proceed, deploy field management staff and rapid response package as directed</li> </ul>



Exhibit 17: Nominal Schedule of Start-up Activities

Timeline	Task	Key Activities
Post-Event: M	lobilization and Proj	ect Initiation
0 to 24 hours	Mobilization	<ul> <li>Deploy field management staff and resources as appropriate</li> <li>Assess current debris activities and identify needs and priorities.</li> <li>Meet with client and hauler to discuss priorities, objectives, scope, and timeline; develop Project Execution Plan</li> <li>Begin to assemble workforce</li> </ul>
24 – 48 hours after NTP	Assess damage and estimate debris quantity (if requested)	<ul> <li>Coordinate with Client and hauling contractor to scout affected area and document damages</li> <li>Estimate debris quantities and removal costs</li> <li>Identify hazardous and dangerous debris for immediate removal.</li> </ul>
24 – 48 hours after NTP	Establish staging/disposal locations	<ul> <li>Inspect sites, document conditions, and verify permits</li> <li>Prepare safety report, coordinate set-up with contractors</li> </ul>
24 – 72 hours after NTP	Conduct debris clearance coordination and monitoring	<ul> <li>Prioritize roads, facilities, and areas for initial debris clearance</li> <li>Document T&amp;M contract work and force account expenses</li> <li>Track costs for Federal Aid roads separately.</li> </ul>
24 hours after NTP and ongoing	Certify and measure trucks	<ul> <li>Measure capacity, certify, and document trucks as they arrive on scene</li> <li>Periodically "spot check" trucks for compliance and accuracy</li> </ul>
24 – 48 hours after NTP	Initiate Health and Safety / Quality Assurance Program	<ul> <li>Initiate Health and Safety awareness and compliance program</li> <li>Ensure debris sites and personnel are equipped with proper safety gear</li> <li>Implement Quality Assurance program to ensure contract compliance and maintain performance standards and goals</li> </ul>
24 – 72 hours after NTP and ongoing	Train Local Hires	Train locally-hired monitoring, clerical, and administrative personnel
24 – 72 hours after NTP and ongoing	Assign Field Personnel	<ul> <li>Assign field supervisors in ratio according to FEMA policy</li> <li>Assign load site monitors, roving monitors, debris site monitors, others as needed.</li> </ul>

# 5.3 REFERENCES

Exhibit 18 presents client contact information for our past performance on projects involving more than 500,000 CY of debris removal monitoring.



#### Exhibit 18: Past Performance References

# **City of Savannah, Georgia (Hurricane Matthew)**

# Client Information



**POC**: Gene Prevatt, Sanitation Director **Phone**: (912) 651-6579/F: (912) 651-6497

Email: gprevatt@savannahga.gov

**POP:** Sep 2016 – Apr 2017

# Description of Services

Following Hurricane Matthew, Witt O'Brien's monitored the removal of more than **582,310 CY** of debris including 50,000+ CY of waterway debris and nearly 28,000 hazardous trees, limbs, and stumps. Due to the historic nature of the City, we assisted with coordination of environmental and historic preservation monitoring and archaeological evaluation of debris operations for fallen trees and limbs in many historic City parks and cemeteries, as well as golf courses and green spaces.

# **Washington County, Florida (Hurricane Michael)**

# Client Information



**POC:** Jeff Massey, County Administrator

**Phone:** (850) 638-5200

Email: jmassey@washingtonfl.com

**POP:** Oct 2018 – Jun 2019

# Description of Services

Located in the Florida Panhandle, Washington County suffered severe flooding and countless homes were damaged. Witt O'Brien's was activated and was on the ground within 36 hours to begin the debris monitoring process. With 170 team members deployed to the field for this response activity, Witt O'Brien's monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; and 54,595 hazardous trees.

#### Port Arthur, Texas (Hurricane Harvey)

#### Client Information



POC: Robert Haven, Deputy Fire Chief/Deputy

**EMC** 

Phone: (409) 983-8737

Email: robert.havens@portarthurtx.gov

**POP:** Aug 2017 – Jan 2018

# Description of Services

Following Hurricane Harvey, Witt O'Brien's conducted debris removal monitoring in six locations across the State of Texas. For Port Arthur, we monitored the removal of **702,201 CY** of C&D debris, 47,886 lbs. of e-waste, and 5,311 pieces of white goods.



# 5.4 KEY STAFF

Exhibit 19 provides the information requested in "V. Technical Approach" of the RFP.

**Exhibit 19: Required Information Regarding Key Staff** 

Closest Office	818 Town and Country Blvd, #200, Houston, TX
Principal in Charge	Charles Bryant
Local On-Site Project Manager	Chris Denney
Data Collection Manager	Arthur "Chris" Beard
FEMA Compliance & Cost Reimbursement Expert	Lynne Storz
GIS Manager	Alexandra Hestilow

# 5.5 CAPACITY

Witt O'Brien's brings the staffing capacity and proven ability to commit the necessary resources to debris operations, even with multiple simultaneous activations. As discussed in Section 5.1 above, Witt O'Brien's has more than 135 debris supervisory staff and a network of more than 700 debris monitors that have completed our internal debris training program and are eligible and available for rehire. Our debris management practice continually monitors for events that may affect our clients. We currently have more than 70 stand-by contracts (see Exhibit 20), *but have none under activation at this time.* 

Exhibit 20: Witt O'Brien's Current Standby Debris Monitoring Contracts

Client	State	Final Expiration Date	Client	State	Final Expiration Date
Buena Park, City of	CA	11/23/2021	Venice, of City	FL	7/21/2023
Orange County	CA	10/17/2021	Volusia County	FL	6/11/2027
Santa Clarita	CA	12/18/2024	Volusia County, School Board	FL	9/11/2023
Sonoma County	CA	9/1/2023	Waldo, City of	FL	9/30/2035
Alachua County	FL	9/30/2035	*Wellington	FL	5/31/2025
Bradenton, City of	FL	9/7/2021	*Weston, City of	FL	Awarded**
Broward County, School Board	FL	5/31/2022	Augusta/ Richmond County	GA	3/2/2025
Coral Gables	FL	5/22/2025	Thunderbolt, Town of	GA	8/23/2022
Davie, Town of	FL	9/5/2027	Savannah, City of	GA	4/3/2026
Edgewater	FL	11/30/2023	Lafourche Parish	LA	7/26/2021
Fernandina Beach	FL	8/5/2024	New Orleans, City of	LA	Awarded**
Hawthorne, City of	FL	9/30/2035	Thibodaux, City of	LA	11/27/2023
Hernando County	FL	6/8/2025	Massachusetts, Commonwealth of	MA	12/31/2021
Homestead, City of	FL	9/11/2023	Harford County	MD	6/19/2023
Key Biscayne	FL	12/1/2021	Moss Point, City of	MS	9/14/2024



Exhibit 20: Witt O'Brien's Current Standby Debris Monitoring Contracts

Client	State	Final Expiration Date	Client	State	Final Expiration Date
Lake County	FL	2/9/2026	Morehead City	NC	11/21/2025
Lauderdale by the Sea, Town of	FL	9/28/2025	New Hanover County	NC	6/30/2022
*Lee County, School District of	FL	10/22/2024	Wilmington, City of	NC	9/3/2024
Lighthouse Point	FL	6/1/2022	Dorchester County, SC	SC	4/8/2026
Memorial Healthcare System	FL	8/29/2025	Spartanburg County	SC	5/1/2025
Miami Gardens, City of	FL	8/29/2021	*Alvin, City of	TX	12/31/2021
Miami Lakes, Town of	FL	9/4/2022	Bell County	TX	9/30/2022
Milton, City of	FL	6/13/2023	Clear Brook M.U.D	TX	11/1/2025
Nassau County Board of Commissioners	FL	10/24/2023	Corpus Christi, Port of	TX	8/31/2022
North Lauderdale, City of	FL	8/9/2025	Longview, City of	TX	Awarded**
North Miami Beach, City of	FL	7/31/2021	McKinney, City of	TX	1/4/2026
*Oakland Park, City of	FL	9/6/2026	*Mesquite, City of	TX	1/29/2028
Palmetto, City of	FL	5/31/2022	Newton, City of	TX	Awarded**
Plantation, City of	FL	7/12/2025	Port Arthur	TX	7/31/2022
Pompano Beach, City of	FL	9/28/2025	Tarrant County	TX	5/8/2024
Ponce Inlet	FL	8/28/2025	*University Park	TX	10/16/2023
Sanford, City of	FL	1/1/2022	West Columbia	TX	7/31/2021
Seminole Tribe of Florida	FL	8/16/2025	West University Place, City of	TX	5/15/2023
Sewall's Point	FL	1/7/2025	James City County	VA	5/15/2023
Southwest Ranches, Town of	FL	9/20/2021	Virginia Peninsulas Public Service Authority	VA	9/3/2024

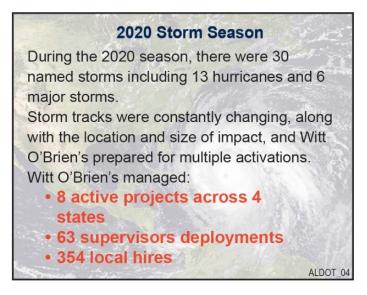
**Should a disaster result in multiple client activations**, the Witt O'Brien's debris management practice leadership will work collaboratively to identify and deploy the total number of supervisory staff and monitors needed across all activations. To meet this need, the Regional Managers will conduct the following:

- Assess Availability. Our Regional Managers will determine which supervisory staff should be deployed to which activations based on location, training, specific expertise, client relations, etc. Through our Office 365 program management system, we can track staff locations, availability, and staffing needs in real time across locations.
- Initiate Hiring. We will identify the number of trained and vetted monitors available within the community, and initiate rehiring. As described above, we have a large number of monitors in our network who follow us to locations, so should an incident displace a large number of residents, it is not uncommon for us to have monitoring staff mobilize into the area while we bring up our local hire count.
- Engage staffing firms. Witt O'Brien's has partnerships with several small, disadvantaged businesses in Florida and Alabama to assist us in recruiting additional monitors. To supplement this workforce, they will work with HR to pro-actively hire additional local personnel



and provide the full training program prior to conducting work in the field. This strategy has always allowed us to hire an appropriate number of locals for debris monitoring, typically with a surplus, and never have we had to default on a contract or delay an operation due to staffing restraints.

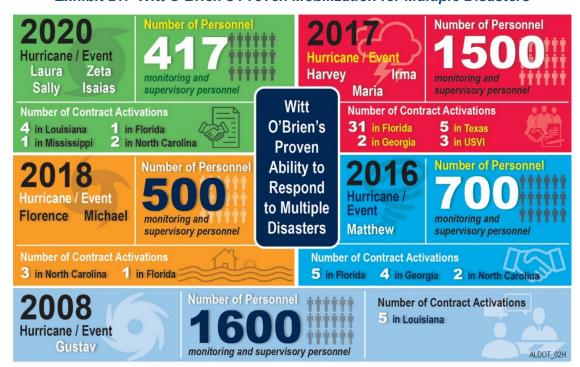
We have also been successful in shifting resources ramping down in one area to meet the ramp up needs another. For example, after Hurricane Laura in 2020, our Regional Manager for Louisiana responded to emergency activations in the City of Ruston and Natchitoches Parish, Louisiana. Within weeks, he was also activated to conduct response operations at both Lafourche Parish and City of New Orleans due to Hurricane Zeta. He was able to leave experienced staff to continue the initial deployments, and had fully operational teams at both New Orleans and Lafourche within 24 – 48 hours. Although the Rapid Response trailer was depleted after he had established operations in Ruston,



Natchitoches, and then Lafourche Parish, he was able to mobilize a full trailer that was on standby.

**Exhibit 21** demonstrates our extensive experience in recruiting, hiring, and training large numbers of personnel to more than one disaster location simultaneously:

Exhibit 21: Witt O'Brien's Proven Mobilization for Multiple Disasters





# 6. FEE SCHEDULE

POSITIONS	HOURLY RATE	HOURS	TOTAL
Project Manager	\$69.00	120	\$8,280.00
Operations Manager	\$55.00	960	\$52,800.00
Data Manager	\$49.00	100	\$4,900.00
GIS Analyst	\$0.01 *	100	\$1.00
Field Supervisor	\$40.00	400	\$16,000
Debris Site/Tower Monitors	\$32.00	2000	\$62,000.00
Collection Monitor	\$31.00	8600	\$266,600.00
Data Entry Clerk/Clerical	\$30.00	100	\$3,000
Billing/Invoice Analyst	\$0.01 *	100	\$1.00
FEMA Compliance & Cost Reimb. Manager/Expert	\$75.00	100	\$7,500.00
Customer Service Personnel	\$30.00	200	\$6,000.00

<sup>\*</sup>Position not required. Our efficient Standard Operating Procedures and the automation of our ADMS,  $DebrisPro^{TM}$ , make this position unnecessary.



**APPENDIX A: REQUIRED FORMS** 

**BID FORM - See Section 6. Fee Schedule** 

**CONE OF SILENCE** 

**SWORN STATEMENT PUBLIC ENTITY CRIMES** 

**DEBARMENT FORM** 

REFERENCES FORM

**CONFLICT OF INTEREST FORM** 

**CERTIFICATE OF INSURANCE** 

PROOF OF BUSINESS REGISTRATION WITH THE STATE OF FLORIDA

PROOF OF REGISTRATION WITH THE FEDERAL SYSTEM OF AWARD MANAGEMENT (SAM)

**ACKNOWLEDGEMENT OF ADDENDUM** 

# CONE OF SILENCE FORM

SRC Procurement Form COS 013\_01\_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers 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.

Monala Hara	
I, Jonathan Hoyes rep	resenting Witt O'Brien's, LLC
(Print)	(Company)
On this 22 day of June 2021 of Silence" clause and understand violate	2020 hereby agree to abide by the County's "Cone tion of this policy shall result in disqualification of my
proposal/submittal.	CO CO COLUMNIA
(Signature) Rebecca A. Price	A Section of the sect

Rebecca A. Price, Notary Public, D.C.

Subscribed and sworn to before me, in my presence,

1 , 1, ,

My commission expires November 30, 2023.

day of

# SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

,,,,,,	
1.	This sworn statement is submitted with Bid, Proposal or Contract for: Witt O'Brien's, LLC
2.	This sworn statement is submitted by, Witt O'Brien's, LLC , whose business address is, 2200 Eller Drive, Fort Lauderdale, Florida 33316 , and (if applicable) Federal Employer Identification Number (FEIN) is 27-2783923 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3.	My name is Jonathan Hoyes and my relationship to the entity named above is Senior Managing Director, Government Solutions (title).
4.	I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5.	I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), <u>Florida Statutes</u> , means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
	a. A predecessor or successor of a person convicted of a public entity crime; or
	b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7.	I understand that a "person" as defined in paragraph 287 .133 (1) (e), <u>Florida Statutes</u> , means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are

active in management of an entity.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- ☑ Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- ☑ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken) by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Jonathan Hoyes	3
Name	
Si-Jahren Mala The	6/22/201 Date
Signature	Date
PERSONALLY APPEARED BEFORE ME, the under affixed his/her signature at the space provided above	signed authority, who, after first being sworn by me
personally known to me, or has provided	as identification.
STATE OF FLORIDA Maryland	Pr.
COUNTY OF: Howard	Notary Public

District of Columbia: SS

My Commission expires: November 30, 2023

Subscribed and sworn to before me, in my presence, day of

Rebecca A. Price, Notary Public, D.C.

My commission expires November 30, 2023.



Page 2 of 2



# DEBARMENT FORM

SRC Procurement Form Debar 022\_00\_082719

# Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Jonathan Hoyes Title: Se	enior Managing Director, Government Solutions
Traille. Jonathan Hoves	enior Managing Director, Government Solutions
Signature:	
Firm: Witt O'Brien's, LLC	
Street Address: 2200 Eller Drive, Fort Lauderdale, Florida 33316	
City: Fort Lauderdale	
State: Florida Zip Code: 33316	
Solicitation Name Disaster Debris Monitoring and Support Management	n# XX-XXX <u>21-039</u>

# REFERENCES FORM

SRC Procurement Form Memo 024 00 082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Witt O'Brien's, LLC	
PROPOSAL POINT OF CONTACT Christian Denney	PHONE 985-710-0629
EMAIL <u>cdenney@wittobriens.com</u>	
REFERENCE I.	
PROJECT NAME: <u>Hurricane Matthew</u>	
AGENCY: City of Savannah, Georgia	
ADDRESS: 2 East Bay Street	
CITY, STATE, ZIP CODE: Savannah, GA 31401	
CONTACT PERSON: Gene Prevatt	
TITLE: Sanitation Director	
EMAIL: gprevatt@savannahga.gov	
TELEPHONE: 912-651-6497	
PROJECT COST: N/A	_
COMPLETION DATE: April 2017	_
SCOPE of Project (list tasks, attach samples of delivera	bles, outlines or descriptions of items:
(You may attach information to this form)	
Following Hurricane Matthew, Witt O'Brien's monitored the removal of more	than 582,310 CY of debris including 50,000+ CY
of waterway debris and nearly 28,000 hazardous trees, limbs, and stumps.	
List key personnel assigned to this project that will work	k on the County project (include
assignments. You may attach information to this form):	k on the County project (metude
-	
Christian Denney - PM	

# REFERENCE II.

PROJECT NAME: Hurricane Michael		
AGENCY: Washington County, Florida		
ADDRESS: 1331 South Blvd		
CITY, STATE, ZIP CODE: Chipley, Florida 32428		
CONTACT PERSON: Jeff Massey		
TITLE: County Administrator		
EMAIL: jmassey@washingtonfl.com		
TELEPHONE: 850-638-5200		
PROJECT COST: N/A		
COMPLETION DATE: June 2019		
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: You may attach information to this form)		
Nith 170 team members deployed to the field for this response activity, Witt O'Brien's monitored the removal of 1,478,553 CY of		
vegetative debris; 24,720 CY of C&D 453,835 CY of mulch; and 54,595 hazardous trees		
List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):		
Chris Beard - Data Manager; Victoria Kelly - Ops; Jude Savoie - Field Supervisor / Ops		
REFERENCE III.  PROJECT NAME: Hurricane Harvey		
AGENCY: Port Arthur, Texas ADDRESS: 645 4th Street		
CITY, STATE, ZIP CODE: Port Arthur, TX 77640		
CONTACT PERSON: Robert Haven		
TITLE: Depurty Fire Chief / Deputy		
EMAIL: <u>robert.havens@portarthurtx.gov</u>		
TELEPHONE: 850-638-5200		
PROJECT COST: N/A		
COMPLETION DATE: June 2019		
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:		
(You may attach information to this form)		
Monitored the removal of 702,201 CY of C&D debris, 47,886 lbs. of e-waste, and 5,311 pieces of white goods.		
List key personnel assigned to this project that will work on the County project (include		
assignments. You may attach information to this form):		
Victoria Kelley - Ops; Jude Savoie - Field Sup; Renee - Field Sup.		

# CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027 00 091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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)
Α	
All respondents must agree to comply wi including it with their submittal.	th this policy by signing the following statement and
merading it with their submittal.	
FIRM NAME: Witt O'Brien's, LLC	1
BY (PRINTED): Jonathan Hoyes	
BY (SIGNATURE):	ax lou
TITLE: Senior Managing Director, Gover	nment Solutions
ADDRESS: 2200 Eller Drive	State FL Zip Code 33316
PHONE NO: 954-523-2200	
	<ul> <li>please cc: contractrequests@wittobriens.com</li> </ul>
Date: 6/22/2021	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subjec nis certificate does not confer rights							require an endorsement	. A st	atement on
PRODUCER				CONTACT NAME:						
Marsh USA Inc.				PHONE FAX						
2929 Allen Parkway, Suite 2500 Houston, TX 77019				(A/C, No, Ext): (A/C, No):  E-MAIL ADDRESS:						
					ADDRE		CUDED(E) AFFOR	DINC COVERACE		NAIC#
CN1	02369057-Witt-GAWXA-21-22				INSURER(S) AFFORDING COVERAGE				38318	
	JRED				INSURER A: Starr Indemnity & Liability Company INSURER B: N/A				N/A	
Witt O'Brien's LLC				INSURER C: N/A  INSURER C: N/A  N/A						
	O'Brien's Response Management, Ll 1201 15th Street NW, Suite 600				INSURER D: N/A					N/A
Washington, DC 20005						INSURER E : N/A				N/A
					INSURER F:					14//
CO	VERAGES CER	TIFI	CATE	NUMBER:	HOU-003795976-01 <b>REVISION NUMBER:</b> 11					
TI IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY	CONTRACT	THE INSURE OR OTHER I S DESCRIBEI	D NAMED ABOVE FOR THE DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	HE POL	WHICH THIS
INSR		ADDI	DL SUBR			POLICY EFF POLICY EXP LIMITS				
LTR A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER MASILHS00105721	06/01/2021		06/01/2022			1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE 11 OCCUR							PREMISES (Ea occurrence)  MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2.000.000
	OTHER:							FRODUCTS - COMF/OF AGG	\$	
Α	AUTOMOBILE LIABILITY			1000198884201		10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO			'Excludes US Virgin Islands.'				BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$	1							\$	
Α	WORKERS COMPENSATION			1000003889		10/01/2020	10/01/2021	X PER OTH-	Ť	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	Descriment or or examinate solem								Ť	
San	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ta Rosa County is included as additional insured (exi tional Insured notice of cancellation or material chan	ept wo	rkers' c	ompensation) where required by wr	itten contr				iters shal	ll give an
	DIFFORTE HOLDES				04310	TILLATION				
CE	RTIFICATE HOLDER				CANC	ELLATION				
Santa Rosa County 6495 Caroline Street, Ste M Milton, FL 32570					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REPRESENTATIVE of Marsh USA Inc.					
 						Manashi Mukherjee Manashi Mukherjee				

# State of Florida Department of State

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on June 24, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of February, 2021



RAUNULY Secretary of State

Tracking Number: 3831931738CU

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

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



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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to 10:00 PM.

#### Entity Dashboard

WITT O'BRIEN'S PR LLC

DUNS: 117485633 CAGE Code: 8LBT3

Status: Active

Expiration Date: 05/06/2021 Purpose of Registration: All Awards

**Entity Overview** 

• Entity Overview

Entity Registration

- Core Data
- Assertions
- Reps & Certs
- » POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

### **Entity Registration Summary**

Name: WITT O'BRIEN'S PR LLC

Business Type: Business or Organization

Last Updated By: Kelly Stouffer Registration Status: Active

Activation Date: 05/28/2020

Expiration Date: 05/06/2021

#### **Exclusion Summary**

Active Exclusion Records? No

IBM-P-20201105-1716

Search Records Data Access **Check Status** 

Accessibility Privacy Policy About

Disclaimers

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6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

#### ADDENDUM FORM

To:

Planholders

From:

Procurement Office

Date:

June 18, 2021

Ref:

Addendum #1 for RFP 21-039 Disaster Debris Monitoring and Support Management

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

#### QUESTIONS AND ANSWERS:

- Will "copy and pasting" the completed and signed scan of the forms onto a proposal page to maintain page numbering be acceptable. The forms will not be modified or altered, copying and pasting will be allowed as long as the integrity of the original documents is not changed or altered.
- Question: The below referenced FEMA guide, among others, were replaced with FEMA's "Public Assistance Program and Policy Guide" (PAPPG) and its current version 4 was effective June 1, 2020. Link to guide: Public Assistance Program and Policy Guide Version 4 (fema.gov). Most recently FEMA released the publication "Public Assistance Debris Monitoring Guide", March 2021. Offerors should use the current version of the FEMA Public Assistance Program and Policy Guide.
- 3. Question: Is there a specific format for Proposers to prepare their proposals. Should it be based on the numerated sections on PDF pages 32 33, or based on the cited Grading Criteria PDF page 35, or based on the Proposer's standard format? The county prefers offerors base their proposals on the numerated sections on pages 32-33.
- Question: If proposers are to use the proposal format based on numerated titles on page 32 – 35, both submittal format sections request resumes. The County will accept one submission of "resumes of key staff" in Section II.
- 5. We understand that Santa Rose County does not accept electronic signatures in proposal submissions. Would the use of DocuSign be permissible as an original signature? No.
- 6. RFP Section IV (PDF document page 32) provides a list of items that appear to be the requirements for the proposal submission. Please confirm that the proposals should follow the format of the 6 headings on pp. 32 and 33. Correct



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

- 7. Within the list of proposal sections on page 32, Section II (Experience) requires "resumes of key staff." Section III (Personnel) also requires resumes of key staff. Please confirm that we can submit resumes only once, and that placing them in an Appendix is permissible. The County will accept one submission of "resumes of key staff".
- 8. Within the list of proposal sections on page 32, Section II (Experience) requires information on past performance in the last seven years, including two projects involving removal of at least 500,000 CY of debris. Section V (Technical Approach) requires references for three debris projects of 500,000 CY of debris. Please clarify whether the County would like references in both sections III and V of the proposal, and whether the lists can be the same (i.e., the two in Section III can also be used in Section V). The County will accept one submission of references.
- 9. RFP Scope of Work (PDF page 27), item 7 requires that the contractor establish a Call Center Hotline. Similarly, PDF page 32 indicates that the contractor may be required to provide additional support including, "Setup of telephone answering banks and provision of customer service personnel." However, the Fee Schedule form does not provide for personnel for these services. We request that the County amend the rate sheet to include these positions or confirm that added positions will not be scored to ensure a fair and competitive evaluation. The Fee Schedule has been updated to include Customer Service Personnel. (See Attached)
- Are vendors required to include all costs (including ADMS costs) within the hourly rates proposed or can a separate hourly rate for ADMS be proposed? Include all costs including ADMS, the county desires ADMS
- 11. Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet? Price every line item on the pricing sheet.
- 12. Provided that proposed hourly labor rates remain firm for the first year, will hourly rates for subsequent years, and any extension term years, be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor? Yes, labor rates for subsequent years shall be in line with the Bureau of Labor Statistics, U.S. Department of Labor.



### SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

I would like to request the bid proposals of the vendors who submitted bids on ITB 13. 18-039 Disaster Debris Removal. Please see link below to view vendor submittals.

https://santarosacoflmy.sharepoint.com/:f:/g/personal/brandyk santarosa fl gov/EnpdEao4vElAo0IZe8SM1 LsB8NcStaa7DSOoHseoXIFJGQ?e=FRKflc

This Addendum is furnished to all known prospective Proposers. Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.

Jonathan Hoyes,

Senior Managing Director -

NAME/TITLE: Government Solutions

SIGNATURE

COMPANY: Witt O'Brien's, LLC

June 22, 2021 DATE:

See Attached "Updated Fee Schedule"



**APPENDIX B: RESUMES** 



Charles Bryant is the Director of Disaster Debris Services with Witt O'Brien's and has more than 40 years of experience in emergency response services, including 15 years specifically in debris monitoring.

Charles has managed complex, large-scale debris management operations in Louisiana, Georgia, New York/New Jersey, and Texas. He is fully qualified in providing problem resolution assistance and coordination for FEMA Public Assistance (PA) Category A and B grant funding and liaising with state agencies for PA grant funding and project development. He served as technical advisor for FEMA eligibility determinations providing contractor oversight of debris management site and monitoring operations. His expertise also includes serving as debris technical advisor providing technical assistance for development of FEMA Project Worksheets (PWs) for Category A debris removal projects. Charles has also designed Homeland Security Exercise and Evaluation Program (HSEEP) exercises and provided instructional and educational services. Charles is one of only two preeminent, nationally recognized instructors of debris management at FEMA's national training center, the Emergency Management Institute (EMI).

Prior to leading debris monitoring operations at Witt O'Brien's, Charles owned and operated C. Bryant, Inc., an emergency management consulting firm, and worked under two FEMA Technical Assistance Contracts at Witt Associates and AECOM, respectively. He performed various contracted debris operations and planning, debris removal program development, project management, and FEMA public assistance services. He also served 25 years with the Sulphur Fire Department (SFD) in the city of Sulphur, Louisiana, and was the fire chief and emergency manager for 18 of those years.

### DEBRIS MONITORING SERVICES, HANOVER COUNTY AND WILMINGTON, NC (2020)

Charles served as Project Principal for Witt O'Brien's debris monitoring operations in North Carolina resulting from Hurricane Isaias. Collectively, his teams monitored the removal of more than 400,000 CY of vegetative and C&D debris and 740 hazardous trees.

#### DEBRIS MONITORING SERVICES, MULTIPLE CLIENTS, LA (2020)

Charles served as Witt O'Brien's Project Principal for all debris monitoring operations in Louisiana resulting from Hurricane Zeta (Lafourche Parish and City of New Orleans) and Hurricane Laura (Natchitoches Parish and City of Ruston). Collectively, his teams monitored the removal of 153,382 CY of vegetative debris, 50,554 CY of C&D debris, and nearly 11,997 hazardous trees. Vegetative debris was burned in accordance with state regulations.

### CHARLES BRYANT PROJECT PRINCIPAL



YEAR JOINED WITT O'BRIEN'S, LLC 2014 (Witt Associates since 2005)

### YEARS OF EXPERIENCE AT OTHER ORGANIZATIONS

30+ Years

#### **EDUCATION**

Louisiana State University, Eunice Associate Fire Science Degree Programs.

#### LICENCES/CERTIFICATIONS/TRAINING

NIMS Advanced ICS Curricula Train the Trainer E449 – Certified Instructor EMI E202 National Debris Management Planning – Certified Instructor EMI National Debris Management –

FEMA Pilot Program Train the Trainer – Trainer

FEMA Intro to Emergency Management

– Trainer

FEMA Liability Issues in Emergency Management – Trainer National Fire Academy Fire Service, Financial Management & Planning – Trainer

PROFESSIONAL EXPERIENCE
Witt O'Brien's (2014 – Present).
Project Director.

**AECOM (2007 – 2012).** Technical Assistance Contractor (TAC).

Witt Associates (2005 – 2012), Technical Assistance Contractor.

FEMA National Emergency
Management Institute (EMI) (2005 –
2008, 2010). Instructor.

C. Bryant Inc. (2003 - 2011). Owner/President.

City of Sulphur, LA (1978 – 2003). Fire Chief.

1



#### **DEBRIS MONITORING SERVICES, MILTON, FL (2020)**

Charles served as Witt O'Brien's Project Principal for debris monitoring operations in Milton resulting from Hurricane Sally. The team monitored the removal of more than 14,000 CY of vegetative debris and 235 hazardous trees.

#### **DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, NC (2018-2019)**

Charles served as Witt O'Brien's Project Principal for all North Carolina debris monitoring operations resulting from Hurricane Florence. Collectively, his teams monitored the removal of more than 2.5 million CY of vegetative and C&D debris and 18,000 hazardous trees. He also served as project manager for two concurrent client projects.

#### DEBRIS MONITORING SERVICES, WASHINGTON COUNTY, FL (2018-2019)

Charles served as Witt O'Brien's Regional Operations Manager for all Florida debris monitoring operations in Washington County due to Hurricane Michael. This involved monitoring the removal of removal of 1,963,689 CY vegetative and C&D debris and 54,495 hazardous trees.

#### **DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TX (2017-2018)**

Charles served as Witt O'Brien's Regional Operations Manager for all debris monitoring operations in Texas resulting from Hurricane Harvey (DR 4332). He was project manager for 6 concurrent client projects including Village of Jones Creek, City of West Columbia, Waller County, Clear Brook Municipal Utility District, City of West University Place, and City of Port Arthur, TX. Collectively, he oversaw the monitoring of more than 750,000 CY of vegetative and C&D debris as well as household hazardous waste, e-waste, and white goods.

#### DEBRIS MONITORING SERVICES, CITY OF NEW ORLEANS, LA (2017)

Charles served as the Senior Project Manager for debris monitoring operations in New Orleans-East that resulted from the February 2017 tornado event. This event involved monitoring more than 55,000 CY of vegetative and C&D debris, as well as hazardous trees and household hazardous waste.

#### **DEBRIS MONITORING SERVICES, LIVINGSTON PARISH, LA (2016)**

Charles served as Technical Advisor, Logistics Support, and Operations Support for Livingston Parish following the Louisiana Flood Event of 2016 (DR 4277). This effort involved monitoring the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.

#### **DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2016)**

In response to the Louisiana Severe Storms and Flooding Event of 2016 (DR 4263), Charles served as the State of Louisiana Public Assistance Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana, serving as technical advisor for local applicants, and providing FEMA liaison support and problem resolution.

#### DEBRIS MONITORING SERVICES, COLUMBIA COUNTY, GA (2014)

Charles served as a debris technical advisor and provided technical assistance to Columbia County, Georgia, following the 2014 Severe Winter Storm (DR-4165). As Debris Technical Advisor, Charles provided technical assistance to the county for development of FEMA Project Worksheets for Category A debris removal. He also served as technical advisor for FEMA eligibility determinations, contractor oversight, debris management site operations, and monitoring operations.



#### DEBRIS MONITORING SERVICES, STATE OF NEW JERSEY (2012 – 2013).

After Superstorm Sandy, Charles served as a Subject Matter Expert (SME) to provide technical assistance for the New Jersey Governor's Office of Recovery and Rebuilding (GORR), providing planning and operational support for recovery operations. He worked with other recovery team personnel to identify recovery strategies as they relate to debris removal operations, and provided assistance in the development, management and establishment of operational strategies for wet debris removal for New Jersey Department of Environmental Protection.

#### **DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2012)**

Charles provided technical assistance and served as SME for debris operations for the State in response to Hurricane Isaac (DR 4080). He served as technical advisor to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), providing planning and operational support for recovery operations. Charles also provided technical assistance and operational support and problem resolution to all local applicants for right-of-way debris removal, private property debris removal and private property demolition. He also provided problem resolution assistance and coordination for Public Assistance Category A and B grant funding and developed and reviewed project worksheets

#### DEBRIS REMOVAL EXERCISE, BALTIMORE METROPOLITAN COUNCIL, MARYLAND (2009)

As a FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Developer, Charles developed the first HSEEP-compliant exercise focused specifically on debris removal operations and coordination. This exercise was conducted for the Baltimore Metropolitan Council in 2009, which provides regional planning for the Baltimore, MD area, that includes Baltimore City, Baltimore County, Anne Arundel County, Howard County, and Harford County, MD.

#### DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2008 - 2009).

Under the Technical Assistance Contract, Charles served as Debris Manager for the State of Louisiana and coordinated debris operations across the state after Hurricanes Gustav and Ike (DR 1786 and 1791). He was responsible for coordinating and overseeing debris removal, identifying staffing and monitoring levels, establishing schedules and monitoring plans, developing Project Worksheets, and providing environmental and historical guidance.

#### DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TEXAS (2008).

After Hurricanes Gustav and Ike, Charles served as Technical Assistance Coordinator and provided assistance to Houston and Galveston communities and Texas A&M to coordinate debris removal, Project Worksheet development, and management of historical and environmental guidance for all debris operations.

#### DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2005).

After Hurricanes Katrina and Rita (DR 1603 and 1607), Charles served as Louisiana's Debris Planning Manager under the TAC contract. He oversaw structural demolition activities and private property debris removal (PPDR), coordination, and development of planning strategies and operational objectives related to debris removal, with liaison support to all federal, state, and local partners after Hurricanes Katrina and Rita. He later served as the State of Louisiana Deputy Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establish monitoring operations plan, project worksheet development and management and environmental and historical guidance for all debris operations and project oversight.



Chris Denney has 15 years of experience in emergency management, project management, disaster response, and data management and he is thoroughly trained in disaster debris monitoring processes, procedures, and best practices.

Chris began his debris management career during the recovery efforts following Hurricane Katrina in 2005 for St. Tammany Parish, Louisiana, and he now serves as a full-time Regional Manager and Senior Debris Specialist for Witt O'Brien's. He has provided technical assistance and financial reconciliation on multiple large-scale responses with the responsibility of mobilizing and tracking hundreds of monitors and pieces of debris removal equipment. As a project manager, he has managed the removal of more than 6 million cubic yards (CY) of disaster-related debris. He has managed the removal and documentation of hazardous trees and limbs on nearly 20 individual projects for local governments amounting to more than 150,000 hazardous trees, limbs, and stumps removed, documented, and funding secured. Chris is also experienced in hazardous material removal, waterway debris removal operations, and collection and processing of Right-of-Entry (ROE) for private property removal operations.

Chris has worked directly with FEMA, US Coast Guard, EPA, state emergency management agencies, state transportation agencies, state departments of environmental protection, and various local agencies as well as county and municipality lawyers to ensure all stakeholders' policies, ordinances, laws, and scope of works are being followed during debris removal action plans as well as the cost recovery process.

#### DEBRIS MONITORING PROJECT MANAGER, MILTON, FLORIDA (2020)

Chris served as the Project Manager for debris monitoring efforts in

Milton, FL, after Hurricane Sally rapidly intensified and devastated the local community on September 14, 2020. He guided the city through Florida Department of Environmental Protection's (FDEP) requirements for emergency permitting of a temporary debris management site, performed accurate preliminary damage assessments for the city's debris quantities, managed the debris removal contractors by establishing route schedules and daily equipment needs. He was responsible for updating the Mayor and chairpersons at City Council meetings. He managed the removal of nearly 300 hazardous trees in less than 3 days and removal and reduction of more than 13,000 CY of debris in just 3 weeks.

#### DEBRIS MONITORING PROJECT MANAGER, WASHINGTON COUNTY, FLORIDA (2018 - 2019)

Chris served as the Project Manager for debris monitoring efforts in Washington County, FL after Hurricane Michael, a Category 5 storm, devastated the local community. He managed the response of over 120 pieces of removal equipment and a staff of over 170 debris monitoring specialists at its peak. His leadership ensured effective and efficient monitoring of more than 1.9 million CY of debris and over 50,000 hazardous trees removed from right-of-way (ROW), parks, private roads, and gated communities and reimbursement of more than \$13 million in federal reimbursements.

#### DEBRIS MONITORING DATA MANAGER, NEW HANOVER COUNTY, NORTH CAROLINA (2018)

After Hurricane Florence, Chris served as the Senior Data Manager for debris monitoring efforts in New Hanover County, North Carolina tracking ticket entry, controlling data integrity, invoice submissions, and the payment recommendations of hauling contractor invoices. The Witt O'Brien's team monitored the removal of 1,603,716 CY of vegetative, C&D, and mulch debris and 7,690 hazardous trees, limbs, and stumps.

### CHRIS DENNEY PROJECT MANAGER



YEAR JOINED WITT O'BRIEN'S, LLC 2012

YEARS OF EXPERIENCE WITH OTHER FIRMS 7 Years

LICENCES/CERTIFICATIONS/TRAINING
OSHA-30 Construction Safety

First-Aid and CPR

FEMA: IS-100, IS-200, ICS-300, ICS-400, IS-632.a, IS 633, IS 634, IS-700, IS-800

US Coast Guard (USCG)
Documentation Unit Leader, Level 3

**OSHA 24-Hour HAZWOPER** 



#### DEBRIS MONITORING PROJECT MANAGER, SANFORD AND ORANGE COUNTY, FLORIDA (2016-2017)

Following Hurricanes Irma and Maria, Chris served as a Project Manager for debris monitoring efforts across the City of Sanford and Orange County in central Florida, monitoring the removal of 127,188 CY of vegetative and C&D debris and more than 300 hazardous trees, limbs, and stumps.

#### DEBRIS MONITORING DATA MANAGER, MULTIPLE CLIENTS, FL (2016)

Chris served as Data Manager on the Witt O'Brien's debris monitoring operations in response and reporting team for the recovery efforts from Hurricanes Hermine and Matthew that impacted the Southeast in 2016 resulting in the reimbursement of over \$38 million.

#### DEBRIS MONITORING OPERATIONS AND DATA MANAGER, SAVANNAH, GA (2016)

Chris served as Data Manager and Operations Manager for the Witt O'Brien's debris monitoring operations in Savannah, GA following Hurricane Matthew. The team monitored the removal of 582,310 CY of vegetative and C&D debris and 27,851 hazardous trees, limbs, and stumps. He developed a process for collecting documentation in the appropriate formats to be uploaded into the web portal to ensure efficient cost recovery for our clients under FEMA's Public Assistance Policy. For Savannah, he also worked with FEMA to approve a scope of work for a waterway debris removal operation and managed the removal of more than 40,000 CY of debris from city-maintained canals, ditches, and retention ponds while simultaneously continuing the ROW, park, cemetery, and golf course debris removal operations. In addition, he managed a small-scale ROE program to remove city-responsible hazards that threatened improved property.

#### DEBRIS MONITORING DATA MANAGER, LIVINGSTON PARISH, LOUISIANA (2016-2017)

Chris served as the Data Manager for debris recovery efforts from the Louisiana Flood of 2016. His responsibilities included reconciliation of the removal of more than 800,000 CY of approved debris, including white goods and HHW, valued at more than \$11 million in removal costs. He also collected and processed more than 2,000 ROE/ Hold Harmless Agreements and worked with Louisiana and FEMA to develop a scope for an "Expanded Right of Way" that granted us an additional 10 feet beyond the ROW to collect flood related debris.

#### DEBRIS MONITORING DATA MANAGER, LIVINGSTON PARISH, LOUISIANA (2015)

Chris served as Data Manager for a grant-funded waterway debris removal project in Livingston Parish as a result of Hurricane Isaac (2012). He worked with the Natural Resources Conservation Services (NRCS) to develop a scope of work to manage removal of 8,000 CY of debris along 96 miles of Parish maintained navigable rivers, including the recovery, documentation and salvage of vessels. The work was completed under budget and 2 weeks ahead of the 8-week deadline.

#### OIL SPILL RESPONSE, PLAINS ALL-AMERICAN PIPELINE (2015)

Chris supported the USCG LA/LB Sector Captain with electronic documentation retention for the USCG Legal team following the Refugio Oil Spill from a transport pipeline owned by Plains All-American Pipeline. The pipeline ruptured on-shore and spilled more than 100,000 gallons of crude oil onto the beach of El Capitan State Park and into the Pacific Ocean.

#### DEBRIS MONITORING DATA MANAGER, COLUMBIA COUNTY, GEORGIA (2014)

As a Data Manager, Chris monitored debris removal and cleanup following winter storms that crippled the area. He implemented handheld ticketing for debris removal and managed ticket and volume data of more than 70,000 tickets and nearly 600,000 CY of vegetative debris.

#### DEBRIS MONITORING OPERATIONS, St. BERNARD PARISH, LA (2012)

Following Hurricane Isaac, Chris served as Field Supervisor and then Operations Manager, implementing a Private Property Debris Removal program. Chris was responsible for collecting ROE/ Hold Harmless Agreements from property owners, creating property assessments for each of the more than 400 collected ROEs, assigning removal equipment to properties, and ensuring that the work was completed.



## Victoria has 7 years of disaster recovery experience and provides division oversight for all Witt O'Brien's debris removal monitoring projects in response to major disasters.

Victoria has served in multiple roles in debris removal monitoring projects. She currently serves as the debris team administrator, where she excels in project start up and coordinating operations between our clients, the contractors, and Witt O'Brien's staff. She has acted as a liaison between multiple government agencies involved in FEMA reimbursements. Victoria has developed and documented the policies used by the current Witt O'Brien's debris teams during deployments and has spent countless hours training and mentoring our qualified staff. Victoria has also served as Project Manager, Operations Manager, and Field Scheduler for large-scale debris monitoring operations. Prior to joining Witt O'Brien's, Victoria worked in the fields of law enforcement and education.

#### **DEBRIS TEAM ADMINISTRATOR (2018 - PRESENT)**

As the Witt O'Brien's Debris Monitoring Team Administrator, Victoria coordinates the projects across five Regional Managers who support activations within their assigned regional area. In this capacity, she schedules and leads project activations, manages project costs, and oversees quality assurance and control. She has conducted more than 20 project start-ups and coordinated more than 80 debris monitoring contracts, totaling nearly 5 million CY of vegetative and C&D debris. As Administrator, she has also developed and documented the policies used by the current Witt O'Brien's debris teams during deployments, including creating a Project Management Framework used by the team supervisors and managers.

### VICTORIA KELLEY OPERATIONS MANAGER



YEAR JOINED WITT O'BRIEN'S, LLC 2014

#### **EDUCATION**

University of Mississippi Alternate Teaching Certification,

University of Mississippi BS, Criminal Justice

#### LICENCES/CERTIFICATIONS/TRAINING

FEMA: IS-015.a, IS-100.Lea, IS-200.a, IS-240, IS-300, IS-400, IS-700.a. IS-800.c

24hr HAZWOPER

#### DEBRIS MONITORING OPERATIONS MANAGER, MOREHEAD CITY, NORTH CAROLINA (2020)

Victoria served as the Operations Manager for a specialized debris removal monitoring operations that resulted from Hurricane Florence in 2018. The team managed the identification, removal, and disposal of hazardous limbs, hazardous trees, and hazardous stumps from 2 historical cemeteries, which required coordination with archeological specialists to ensure compliance with environmental and historic preservation requirements.

#### DEBRIS MONITORING OPERATIONS MANAGER, CITY OF NEW ORLEANS, LOUISIANA (2020)

Victoria served as the Operations Manager for debris removal monitoring operations following Hurricane Zeta. The team monitored the removal of 99,958 CY of vegetative and C&D debris and 4,550 hazardous trees.

#### DEBRIS MONITORING PROJECT MANAGER, MOSS POINT, MISSISSIPPI (2020)

Victoria managed Witt O'Brien's debris monitoring for the City of Moss Point following Hurricane Zeta. She was responsible for monitoring the removal of 9,073 CY of vegetative and C&D debris.

#### DEBRIS MONITORING OPERATIONS MANAGER, FLORIDA DEPARTMENT OF TRANSPORTATION (2018)

Victoria served as the Operations Manager for debris removal monitoring operations following Hurricane Michael, in Washington County, FL. The Witt O'Brien's team monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; and 54,595 hazardous trees.

#### DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, NORTH CAROLINA (2018)

Following Hurricane Florence, Victoria served as ADMS Specialist and Project Coordinator for debris removal monitoring projects for the City of Wilmington and New Hanover County, respectively. Witt O'Brien's monitored the collection of 2.5 million CY of storm-related debris.



#### **DEBRIS MONITORING SERVICES, US VIRGIN ISLANDS (2018)**

Victoria worked in the US Virgin Islands as the Operations Coordinator for debris removal monitoring for the island of St. Croix. She managed the removal of \$8.8 million worth of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria.

#### DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, GEORGIA (2017)

Victoria served as Project Manager for debris removal monitoring operations for Glynn County and the City of Brunswick, GA following Hurricane Irma. Witt O'Brien's monitored the collection of 685,560 CY of storm-related debris.

#### **DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TEXAS (2017)**

Following Hurricane Harvey, Victoria managed debris removal monitoring operations on multiple projects for the City of Port Arthur, West University Place, Waller County, & Village of Jones Creek. Witt O'Brien's monitored the collection of 757,00 CY of storm-related debris.

#### DEBRIS MONITORING SERVICES, LIVINGSTON PARISH, LOUISIANA (2016)

Victoria served as Operations Manager for monitoring the debris removal efforts in Livingston Parish, LA, in response to catastrophic flooding that generated over 850,000 CY of debris. In this role, she coordinated the right of entry (ROE) efforts for thousands of Parish residents.

#### DEBRIS MONITORING SERVICES, CITY OF AUGUSTA, GEORGIA (2014)

Victoria served as the Field Supervisor & Scheduler/Expediter in the overall debris monitoring operations for the City of Augusta during recovery efforts after severe winter storm EM-3368 in February 2014. Witt O'Brien's monitored the collection of 635,329 CY of storm-related debris.



# Valerie Kelley has more than 10 years of management experience, including 3 years in the management of disaster recovery and debris monitoring.

Valerie has a working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. Valerie has both managed and been a part of management teams monitoring the successful removal of three million cubic yards (CY) of storm-related debris, including vegetative and construction and demolition (C&D) debris, and hazardous trees.

She is experienced in debris removal not only from public Right of Way (ROW) but also Private Property Debris Removal (PPDR), private roads, commercial property, and state roads. She has managed operations for debris monitoring projects following Hurricanes Florence, Isaias, Laura, and Zeta for multiple clients. Valerie has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

Prior to joining Witt O'Brien's, Valerie worked in the fields of law enforcement and education. She spent a decade in civil service working in public relations, state/federal grant writing & management (over 12 million in funding), training law enforcement officers, and acting as a liaison with other agencies. Valerie was recognized for exemplary service.

### OPERATIONS MANAGER, DEBRIS MONITORING MANAGEMENT, RUSTON, LA (2020)

Valerie served as the Operations Manager for debris removal operations in the City of Ruston following Hurricane Laura, overseeing the removal of 15,078 CY of debris from public right of way (ROW). She was responsible for managing a team of 15 monitors and supervisors.

#### OPERATIONS MANAGER, DEBRIS MONITORING MANAGEMENT, LAFOURCHE PARISH, LA (2020-2021)

Valerie served as the Operations Manager for debris removal monitoring operations for public right of way (ROW) in Lafourche Parish following Hurricane Zeta. Valerie managed the removal of 67,468 CY of vegetation and C&D debris. She oversaw the final disposal of vegetive debris, which was burned in accordance with state regulations and haul-out of C&D debris to landfill for final disposal. Valerie provided the required weekly debris management reports (WDMRs) to Louisiana DEQ on the burning progress. She was responsible for managing a team of up to 20 monitors and supervisors.

#### DEBRIS MONITORING MANAGEMENT, NATCHITOCHES PARISH, LA (2020)

Valerie served as a Field Supervisor for debris removal monitoring operations for public ROW in Natchitoches Parish following Hurricane Laura, overseeing the removal of 18,430 CY of vegetative debris and 7,447 hazardous trees.

### VALERIE KELLEY FIELD SUPERVISOR



YEAR JOINED WITT O'BRIEN'S, LLC 2018

YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS
15 Years

LICENCES/CERTIFICATIONS/TRAINING IS-632.a; IS-100.le; IS-200.a; IS-700.b; IS-800.b;

PROFESSIONAL EXPERIENCE

Jackson County Sheriff's Office
(2003 – 2013), Sergeant

Jackson County School District (1999 – 2003), Special Education



#### **DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NC (2020)**

Valerie was a Field Supervisor & Scheduler/Expediter for debris removal operations following Hurricane Isaias, for which she managed the removal of 173,344 CY of vegetative debris, 643 CY of C&D debris, 743 hazardous trees, limbs, & stumps, and 44,378 CY of mulch.

#### DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NC (2018 - 2019)

Valerie was a Field Supervisor & Scheduler/Expediter for debris removal operations following Hurricane Florence, for which she managed the removal of over 1.6 million CY of vegetative and C&D debris as well as more than 7500 hazardous trees.

#### DEBRIS MONITORING MANAGEMENT, CITY OF WILMINGTON, NC (2018)

Valerie served as a Field Supervisor for debris removal operations in the City of Wilmington following Hurricane Florence, overseeing the removal of approximately 896,462 CY of debris and nearly 10,000 hazardous trees. She managed the reduction and haul-out of mulch, as well as removal of debris from state roads, private property, private roads, and commercial properties, and the process of obtaining Right of Entry (ROEs) for all Private Property Debris Removal (PPDR). She was responsible for managing a team of nearly 100 monitors.



## Jude Savoie has more than 20 years of experience in fire services and emergency management, including 4 years in disaster recovery debris management.

Jude has participated in multiple hurricane and hazmat responses, serving as Incident Commander and other command functions on large-scale responses. In addition, he has been through the FEMA reimbursement process as a recipient for multiple disasters and responses, debris management and public assistance. For Witt O'Brien's, Jude has served as Field Supervisor for debris monitoring operations in Texas, North Carolina, and Florida. He supported debris monitoring operations for the US Virgin Islands Water and Power Authority following Hurricanes Irma and Maria, addressing removal of power grid debris as well as mapping hazardous trees and stumps.

Prior to joining Witt O'Brien's, Jude served as Fire Chief for the Calcasieu Parish Ward 4 Fire District 2 for 17 years. His responsibilities included applying for managing federal (FEMA and HUD) grants. He also worked through the FEMA reimbursement process for the Category B Protective measures for Hurricanes Katrina, Rita, Gustave, and Ike. He also worked with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness on software to assist with tracking resources in large scale disasters.

### DEBRIS MONITORING OPERATIONS, WASHINGTON COUNTY, FL (2018 – 2019)

Jude served as an Operations Manager for debris monitoring services in Washington County, FL, after Hurricane Michael. The project involved the removal of more than 1.9 million CY of vegetative and C&D debris and more than 50,000 hazardous trees from right-of-way (ROW), parks, private roads, and gated communities.

### DEBRIS MONITORING FIELD SUPERVISOR, WILMINGTON, NC (2018)

Jude served as Field Supervisor for debris monitoring services in Wilmington, NC after Hurricane Florence. The project involved the removal of nearly 900,000 CY of vegetative and C&D debris and 10,000 hazardous trees.

#### **DEBRIS MONITORING MANAGEMENT, USVI (2018 – 2019)**

From June 2018 to March 2019, Jude served as a Field Supervisor in the USVI following Hurricanes Irma and Maria. He was responsible for mapping the islands of St. John and St. Croix for the Army Corps of Engineers to go in and complete a Leaner/Stump project using Fulcrum mapping application. Prior to that, he assisted the USVI Water and Power Authority in managing its disaster recovery in the aftermath of Hurricane Maria. His responsibilities included overseeing all debris monitoring operations on St. John for the removal of the downed power grid for USVI Water and Power Authority. He also compiled daily reports for upper management, scheduling employees, meeting with contractors as

JUDE SAVOIE
FIELD SUPERVISOR



YEAR JOINED WITT O'BRIEN'S LLC 2017

YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS 20 Years

#### **EDUCATION**

Louisiana State University at Eunice

A.S. in Applied Science

#### CERTIFICATIONS/LICENCES/TRAINING

FEMA EMI: More than 50 FEMA Independent Study (IS) emergency management courses, including public assistance, debris operations, ICS, mitigation, and exercises.

FEMA National Emergency Training Center: More than 15 courses on emergency response and management

#### PROFESSIONAL EXPERIENCE

Witt O'Brien's LLC (2017 – present), Field Supervisor and Operations Manager

Calcasieu Extreme (2014 - 2017), Owner / Operator

Calcasieu Parish Fire Department (1995–2012), Fire Chief



necessary and resolving any issues that arose.

#### DEBRIS MONITORING FIELD SUPERVISOR, PORT ARTHUR, TX (2017 – 2018)

Jude served as a Field Supervisor helping the City of Port Arthur, TX managing its disaster recovery in the aftermath of Hurricane Harvey, which involved the removal of more than 700,000 CY of C&D debris. Jude was responsible for coordination training of field debris monitors and supervised the handling of white goods and e-waste.

#### FIRE CHIEF, CALCASIEU PARISH WARD 4 FIRE DISTRICT 2 (1995- 2012)

Jude served as a Fire Chief for the Calcasieu Fire Department in Sulphur, LA. He was responsible for the organization and administration of the department, including managing fire suppression activities, supervising all department personnel, financial planning and budgeting of funds, and public relations, responsible for providing for employee training, developing and administering a fire prevention program. He applied for and manage grants that included HMGP, CBDG, Assistance to Firefighter Grants and PA grants. Worked through the FEMA reimbursement process for Cat B Protective measures for Hurricane Katrina, Rita, Gustave and Ike. He grew the department from two full-time positions/volunteer department to twenty-one full-time employees and 14 paid-on-call. He also participated and conducted training from the local to state level on many facets of the fire service and emergency management.

#### **ADDITIONAL TRAININGS AND CERTIFICATES**

IS-00027 Orientation to FEMA Logistics

IS-00100.b Introduction to Incident Command System ICS-100 09/16/2017 0.3

IS-00120.c An Introduction to Exercises

IS-00130.a How to be an Exercise Evaluator

IS-00139.a Exercise Design and Development

IS-00200.b ICS for Single Resources and Initial Action Incident, ICS-200 09/18/2017 0.3

IS-00212.b Introduction to Unified Hazard Mitigation Assistance (HMA)

IS-00230.d Fundamentals of Emergency Management

IS-00212.b Introduction to Unified Hazard Mitigation Assistance (HMA)

IS-00230.d Fundamentals of Emergency Management

IS-00240.b Leadership and Influence

IS-00241.b Decision Making and Problem Solving

IS-00242.b Effective Communication

IS-00244.b Developing and Managing Volunteers

IS-00253.a Overview of FEMA Environmental and Historic Preservation Review Responsibilities

IS-00276.a Benefit-Cost Analysis Fundamentals

IS-00393.b Introduction to Hazard Mitigation

IS-00403 Introduction to Individual Assistance (IA)

IS-00634 Introduction to FEMA's Public Assistance Program

IS-00700 National Incident Management System (NIMS), An Introduction 08/19/2005 0.3

IS-00841.a NEMIS HMGP System: Overview and Startup

IS-00842.b NEMIS HMGP System: Enter the HMGP Application

IS-00843.a NEMIS HMGP System: Project Eligibility Determination

IS-00844.a NEMIS HMGP System: Managing Project Tasks

IS-00845.a NEMIS HMGP System: Oversight and Closeout



IS-01000 Public Assistance Program and Eligibility

IS-01001 The Public Assistance Delivery Model Orientation

IS-01002 FEMA Grants Portal-Transparency at Every Step

IS-01003 The Exploratory Call, the Damage Inventory, and the Recovery Scoping Meeting

IS-01004 The FEMA Site Inspection Process

IS-01008 Scope of Work Development (Scoping and Costing)

IS-01009 Conditions of the Public Assistance Grant

IS-01010 Emergency Protective Measures

IS-01011 Roads and Culverts

IS-01012 Direct Administrative Costs

IS-01013 Costing- Estimates and the Cost Estimating Format

IS-01014 Integrating 406 Mitigation Considerations into Your Public Assistance Grant

IS-01015 Insurance Considerations, Compliance, and Requirements

IS-01016 Environmental and Historic Preservation (EHP) Considerations/Compliance for Public Assistance

IS-01017 Scope Change Requests, Time Extensions, Improved/Alternate Project Requests

IS-01018 Determination Memorandums and Appeals

IS-01019 Codes and Standards

IS-01020 Public Assistance Donated Resources

IS-01021 Bridge Damage Considerations

IS-01022 Substantiating Disaster-Related Damages to Buildings, Contents, Vehicles, and Equipment



# Renee Necaise Malone has more than 15 years of professional experience in emergency management, including 5 years in debris monitoring.

Renee has served as a field supervisor for ten Witt O'Brien's debris monitoring projects in Louisiana, North Carolina, Texas, Georgia, and the US Virgin Islands, helping to oversee more than 3 million cubic yards (CY) of vegetative and C&D debris. She has participated in recovery across multiple disasters, including hurricanes, floods, tornadoes, and wildfires, and has addressed hazardous trees, damaged power grid debris, private property debris removal, white goods, e-waste, and household hazardous waste. In her role as field supervisor, she excels in project start up, QA/QC processes, and mentoring staff. Prior to joining Witt O'Brien's, she was a FEMA employee from 2006 to 2012, serving an applicant position program specialist in various locations following Hurricane Katrina. In 2005, she supported Katrina recovery providing data entry office support for temporary housing.

### DEBRIS MONITORING TASK FORCE LEAD, OREGON DEPARTMENT OF TRANSPORTATION (DOT) (2020 - 2021)

Renee served as a Task Force lead for CDR Maguire's contract with Oregon DOT to monitor debris removal (vegetative and hazardous trees) resulting from Oregon's catastrophic September 2020 wildfires.

#### RENEE MALONE FIELD SUPERVISOR



YEAR JOINED WITT O'BRIEN'S, LLC 2016

YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS
10

#### LICENCES/CERTIFICATIONS/TRAINING

IS-015.a; IS-632.a; IS-100.c; IS-200; IS-292; IS-340; IS-546; IS-547; IS-650; IS-700.b; IS-702; IS-703; IS-800.c; IS-800.b; IS-101; IS-007

#### DEBRIS FIELD SUPERVISOR, NEW HANOVER COUNTY, NORTH CAROLINA (2020)

Renee served as a debris monitoring field supervisor for debris monitoring operations following Hurricane Isaias in 2020. The Witt O'Brien's team monitored the removal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps.

#### DEBRIS MONITORING FIELD SUPERVISOR, RUSTON, LA (2020)

Renee served as the Field Supervisor for Witt O'Brien's debris removal operations in the City of Ruston, LA following Hurricane Laura, overseeing the removal of approximately 15,078 CY of debris.

#### DEBRIS MONITORING FIELD SUPERVISOR, LAFOURCHE PARISH, LA (2020)

Following Hurricane Zeta, Renee served as a field supervisor for debris removal monitoring operations for public right of way (ROW) in Lafourche Parish. The team managed the removal of 67,468 CY of vegetation and C&D debris.

#### DEBRIS MONITORING FIELD SUPERVISOR, CITY OF WILMINGTON, NC (2018)

Renee served as field supervisor for debris removal operations in the City of Wilmington following Hurricane Florence. The team monitored the removal of removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees.

#### **DEBRIS MONITORING FIELD SUPERVISOR, US VIRGIN ISLANDS (2018)**

In support of Witt O'Brien's disaster recovery operations in the US Virgin Islands after Hurricanes Irma and Maria, Renee was a Field Supervisor to USVI WAPA (United States Virgin Islands Water and



Power Authority). This project required the removal of damaged power grid components. Responsibilities included QA/QC of documentation, PPE and safety requirements, collection procedures, and accurate quantification of electronic components including powerlines and power poles in linear feet as well as the quantity of transformers (their type) and crossarm assemblies.

#### DEBRIS MONITORING FIELD SUPERVISOR, VARIOUS CLIENTS, GEORGIA (2017)

Renee served as a Field Supervisor for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. The team monitored the successful removal of approximately 685,000 CY of vegetation and C&D and more than 10,000 hazardous trees, as well as the reduction of mulch. Glynn County also required Private Property Debris Removal (PPDR) and private roads, which involved verification of Right of Entry (ROEs).

#### DEBRIS MONITORING FIELD SUPERVISOR, VARIOUS CLIENTS, TEXAS (2017)

Renee served as a Field Supervisor on multiple projects during the Hurricane Harvey response, resulting in the collection of over 700,000 CY of public ROW debris in Waller County, West University Place, TX, and Port Arthur, TX. Debris types included C&D debris, white goods, and e-waste. Port Arthur, TX and West University Place, TX also involved monitoring and disposal of household hazardous waste.

#### **DEBRIS MONITORING OPERATIONS, LIVINGSTON PARISH, LA (2016)**

Renee supported Witt O'Brien's monitoring of debris removal operations for Livingston Parish, LA, following a major flood (2016). This project involved the removal and disposal of more than 850,000 CY of vegetative, C&D, and putrescent debris as well household hazardous waste, e-waste, white goods, and refrigerant. During this activation, Renee monitored field operations and acted as an administrative lead over documentation.

#### **DEBRIS MONITORING OPERATIONS, CITY OF NEW ORLEANS (2016)**

Renee supported Witt O'Brien's debris monitoring operations as a debris monitor in the City of New Orleans Tornado following the 2016 tornado. The team monitored the removal of 57,172 CY of vegetative and C&D debris; 594 pounds of HHW; and 209 hazardous trees.

#### APPLICANT ASSISTANT PROGRAM SPECIALIST (FEMA), HARRISON COUNTY, MS (2006 - 2012)

Renee supported the initial setup of recovery centers after Hurricane Katrina. She also aided applicants with the process to file for federal assistance, processed and submitted registration documents and supported data entry through the FEMA data base. Issued and tracked work orders from open to close.

### OFFICE ADMINISTRATOR, KELLY SERVICES (DISASTER TEMPORARY HOUSING PROGRAM), HARRISON COUNTY, MS (2005)

Renee supported the operations of ordering, placing, and removing temporary FEMA housing after Hurricane Katrina. She also processed all work orders, assisted applicants, and maintained the temporary housing data base.

# Chris Beard is a data analysis and management specialist with more than 10 years of professional experience, including debris monitoring operations.

Chris joined Witt O'Brien's in 2018 and has been supporting debris monitoring operations as a Data Manager, Field Supervisor, and Operations Manager. Prior to joining Witt O'Brien's, he worked as a systems analyst, cryptologic analyst, and IT support specialist.

Chris has over a decade of experience in computer programming, network and system administration, software and hardware troubleshooting, system security configuration, and various other aspects of information technology, IT-related customer support, and technical management. He is highly trained in establishing computer networks and maintaining a smoothly running environment even in debris operations settings. He has also received training in customer support, quality management, leadership, and financial management.

### DEBRIS MONITORING PLANNING SECTION CHIEF, OREGON DEPARTMENT OF TRANSPORTATION (DOT) (2020 - 2021)

Chris has been supporting CDR Maguire's contract with Oregon DOT to monitor debris removal (vegetative and C&D debris,

hazardous trees, ash, concrete, and metal) resulting from Oregon's catastrophic September 2020 wildfires. He has been serving as a Planning Section Chief and Deputy Operations Chief.

#### DEBRIS MONITORING FIELD SUPERVISOR, NEW ORLEANS, LA (2020)

Following Hurricane Zeta, Chris served as Field Supervisor for debris removal monitoring operations in the City of New Orleans, helping to monitor the removal of 103,260 CY of vegetative debris, C&D debris and 4,550 hazardous trees. He supervised multiple debris monitors simultaneously to ensure use of proper safety guidelines and PPE, determined eligibility under FEMA standards, and acted as first point of contact for any conflicts or questions.

#### DEBRIS MONITORING OPERATIONS AND DATA MANAGER, MILTON, FL (2020)

Following Hurricane Sally, Chris served as the Operations and Data Manager for debris removal monitoring operations in the City of Milton, FL. As Operations manager, Chris was responsible for consistent coordination with contractor, truck assignment planning, client engagement, field observation, supervisor duties and assignments, truck certification, and verification of debris removal. The team monitored the removal of 13,000 CY of vegetative debris and 300 hazardous trees in just three weeks.

#### DEBRIS MONITORING DATA MANAGER, WILMINGTON, NORTH CAROLINA (2020)

Chris served as the data manager for debris monitoring operations following Hurricane Isaias in 2020. As a Data Manager, Chris managed multiple project databases with responsibilities consisting of database creation, ticket corrections, client invoicing, specialized client requests, report generation, ADMS software and hardware troubleshooting, and data reconciliation. The Witt O'Brien's team monitored the removal of 230,066 CY of vegetative debris.

### CHRIS BEARD DATA MANAGER

YEAR JOINED WITT O'BRIEN'S, LLC 2018

YEARS OF EXPERIENCE WITH OTHER FIRMS 10 Years

### LICENCES/CERTIFICATIONS/TRAINING EDUCATION

Gulf Coast State College, A.A., Liberal Arts.

A.S., Information Technology and Security (in progress).

B.S., Technical Management (expected Fall 2021)

FEMA IS-100, IS-200, IS-320, IS-321, IS-632.A,IS-633, IS-700, IS-702, IS-703, IS-800.C, 40-Hour HAZWOPR (Nearing Completion)

C+, Java, Java II, COP 1000, A+ Software and Hardware, Sec+

#### DEBRIS MONITORING DATA MANAGER, WASHINGTON COUNTY, FLORIDA (2018 - 2019)

Chris worked served as the Assistant Data Manager for debris monitoring efforts in Washington County, FL after Hurricane Michael (Category 5 storm). He was recruited from debris monitoring cadre to assist the data entry team and supervise the QA/QC data team, generating reports for external stakeholders and the data manager for planning meetings. He assisted in the importation, review, and reconciliation of over 75,000 load tickets; reviewed more than 100,000 photos of hazardous trees, limbs, and stumps to determine and/or confirm eligibility; and documented and verified debris at temporary debris management sites using approved debris estimation methods. He also supervised the QA/QC data team and generated reports for external stakeholders and data managers. By project closeout, had received training on invoice reconciliation and payment approvals, documentation management and security, and project deliverables. The team monitored the removal of more than 1.9 million CY of debris and over 50,000 hazardous trees.



#### Melvin Vaughn has 3 years of experience in project tracking and data management for disaster recovery debris management projects using Automated Debris Management Systems.

As a Data Manager, Melvin reconciles recorded data with contractor invoices, develops Reconciliation Reports and Payment Recommendations for the client. He provides oversight and quality assurance of field data collected as well as supporting project documentation. Melvin has experience in data analysis exporting data to create client reports, coordinate and track reconciled tickets against unreconciled tickets and report the findings, tracking voided tickets, and maintaining all project related documentation.

### DATA MANAGER, CITY OF WILMINGTON, NORTH CAROLINA (2020)

Following Hurricane Isaias, Melvin served as the Data Manager for Witt O'Brien's debris monitoring operations. The team monitored the removal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps.

### DATA MANAGER AND FIELD SUPERVISOR, LAFOURCHE PARISH, LOUISIANA (2020)

Melvin served as the data manager for disaster recovery debris monitoring for Lafourche Parish, Louisiana following Hurricane Zeta. Melvin provided daily updates on total cubic yards of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.

### MELVIN VAUGHN BILLING / INVOICE ANALYST



YEAR JOINED WITT O'BRIEN'S, LLC 2018

# EDUCATION M.B.A., Finance, American Intercontinental University B.B.A., Accounting, American Intercontinental University A.A., Business Administration, American Intercontinental University

#### LICENCES/CERTIFICATIONS/TRAINING

Class A CDL, OSHA-10, Universal EPA Certification, Certified Thermite Welder FEMA. IS-100, IS-200, IS-240, IS-632.a, IS-633, IS-700, IS-800, 40-hour HAZWOPER

#### **DEBRIS MONITORING SUPPORT, CITY OF WILMINGTON, NORTH CAROLINA (2018 – 2019)**

Melvin served as the data manager for disaster recovery debris monitoring for the City of Wilmington following Hurricane Florence. Totals for City were 769,613 CY of vegetative debris, 17,035 CY of C&D debris, 109,814 CY of mulch, and 9,859 hazardous trees. Melvin provided daily updates on total cubic yards of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.



### Alex is a GIS Specialist with 13 years of experience in geographic mapping and data compilation.

Alex joined Witt O'Brien's in 2016. During disaster events, **she** operates the Common Operating Picture/Platform, which allows our team at all levels to see a real-time overview of the incident from data compiled from integrated communications, on-the-ground intelligence, and information-sharing systems.

Alex has supported Witt O'Brien's' debris monitoring projects by creating customized websites linked to ArcGIS that update regularly to provide progress reports and show debris clearance by jurisdictional zones. She is proficient in many different types of GIS software, including ArcGIS and ESRI ArcSDE 10.4.1. Alex also has experience creating oil spill trajectory maps and environmental sensitivity maps. She supports development of facility response plans, regional response plans, oil spill prevention and countermeasure plans, and stormwater pollution prevention plans.

#### GIS SPECIALIST, DEBRIS MONITORING, WILMINGTON, NC (2020)

As the GIS Specialist for debris monitoring following Hurricane Isaias, Alex created the monitors' collection app within **DebrisPro**™. She classified the types of debris that were still to be picked up and created pick-up routes and flight paths.

### GIS SPECIALIST, DEBRIS MONITORING, NEW HANOVER COUNTY, NC (2020)

For this debris monitoring project following Hurricane Isaias, Alex worked within ArcGIS and *DebrisPro*™ to classify debris types

that had been collected and types that were still to be collected. She also reported mileage between debris pick-up sites and DMS sites.

#### GIS SPECIALIST, DEBRIS MONITORING, MILTON, FL (2020)

After Hurricane Sally, Alex supported the debris monitoring and removal operations by using ArcGIS to map and classify debris types and provide progress updates as debris was collected.

#### GIS SPECIALIST, DEBRIS MONITORING, MOSS POINT, MS (2020)

Following Hurricane Sally, Alex worked with the debris monitoring team to provide GIS and digital updates in order to create collection and pick-up routes based on debris types and progress to be made.

#### **DEBRIS MONITORING, CITY OF NEW ORLEANS, LA (2020)**

This debris monitoring project following Hurricane Zeta required extensive work in ArcGIS. For the client, Alex created an online website linked to ArcGIS that was updated every three hours (from 10AM to 6PM) seven days per week. The website presented all debris collected from every sub-zone in the

#### ALEXANDRA HESTILOW GIS ANALYST



YEAR JOINED WITT O'BRIEN'S LLC 2016

### YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS

8 Years

#### **EDUCATION**

Sam Houston State University MS, Geographic Information System

Texas Tech University BA, Geography

### LICENCES/CERTIFICATIONS/TRAINING ICS 100, ICS 200, ICS 300.

#### SOFTWARE

ArcGIS & Arc Catalog ESRI ArcSDE 10.4.1 MS Access ASA Oil Map Adios & Aloha HazUS



City. When Alex received new data from **DebrisPro™**, she updated every road that had been cleared, including information on debris type (e.g., vegetative, C&D).

#### GIS ANALYST, DEBRIS MONITORING, NATCHITOCHES PARISH, LA (2020)

In support of debris monitoring operations following Hurricane Laura, Alex worked with the Project Manager and Operations Manager to provide progress updates through ArcGIS and *DebrisPro*™. Her maps displayed debris by debris type and showed what zones had been cleared and what zones were still being worked.

#### GIS ANALYST, DEBRIS MONITORING, RUSTON, LA (2020)

Alex supported debris monitoring and removal operations following Hurricane Laura by working with ArcGIS to map and classify debris types and provide progress updates as debris was collected.

#### GIS SPECIALIST, DEBRIS MONITORING, WASHINGTON COUNTY, FL (2018 - 2019)

Alex mapped debris monitoring efforts in Washington County, FL after Hurricane Michael, a Category 5 storm, devastated the local community. She was responsible for regularly gathering debris data from **DebrisPro**<sup>TM</sup>, importing debris data into ArcGIS, and classifying the data for both client and internal use. Alex produced maps reflecting debris and its' relation to specific DMS sites.

#### GIS SPECIALIST, DEBRIS MONITORING, CITY OF WILMINGTON, NC (2018 – 2019)

Alex mapped debris monitoring efforts in Wilmington, NC after Hurricane Florence. She was responsible for regularly gathering debris data from *DebrisPro<sup>TM</sup>*, importing debris data into ArcGIS, and classifying the data for both client and internal use. She produced maps reflecting debris and its relation to specific DMS sites.

#### GIS SPECIALIST, HURRICANE FLORENCE, NEW HANOVER COUNTY, NORTH CAROLINA (2018-2019)

Alex s mapped debris monitoring efforts in New Hanover County, NC after Hurricane Florence. She was responsible for regularly gathering debris data from **DebrisPro**<sup>TM</sup>, importing debris data into ArcGIS, and classifying the data for both client and internal use.

She produced maps reflecting debris and its relation to specific DMS sites. Lastly, she created a database for use by the Project Manager that identified where additional passes were required and in turn recorded what had been picked up.

#### GIS SPECIALIST, HESS CORPORATION, HOUSTON, TX (2011 - 2016)

Alex worked with land negotiators by mapping areas of interest and leases in Ohio and California. She helped speculators determine what parts of the Appalachian Basin showed potential for natural gas exploration. Additionally, she assisted Hess' subsurface department with identifying desirable drilling locations by using their information and calculations to create specific map themes.

#### GIS ANALYST, HOUSTON AIRPORT SYSTEM, TX (2008 – 2011)

As GIS Analyst for the Houston Airport System in Houston, TX, Alex combined AutoCAD files, surveys, and paper maps to create a new map laying out all the utilities at Houston's two airports – Houston George Bush Intercontinental and Houston Hobby. She also worked with surveyors to determine utility needs for existing and proposed structures and served as the airport system's point of contact for all commercial development. She helped update the floor plans of both airports and created and facilitated training materials and seminars for coworkers.



# Lynne Storz is a FEMA Public Assistance program and debris monitoring specialist with more than 20 years of professional experience.

Since joining Witt O'Brien's in 2004, Lynne has supported numerous FEMA PA programs and disaster recovery operations. She has provided technical assistance to local and state governments in the FEMA PA reimbursement process, including use of the FEMA PA New Model. She is experienced in preliminary damage assessments, project worksheet formulation, appeals, and project closeouts.

Lynne's experience includes managing disaster debris monitoring operations and providing statewide planning and training on FEMA debris regulations. Lynne also provides planning expertise in the development of disaster debris management plans for state and local governments.

Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program for Washington County, Oregon, where she developed and implemented waste reduction, curbside, yard debris, multifamily and commercial recycling programs for more than 400,000 area residents.

### DEBRIS PLANNING - CITY OF SAN JOSE, CALIFORNIA (2019 – PRESENT)

As a Planner 1, Lynne is responsible for developing the City's Disaster Debris Management Plan for a worst-case earthquake scenario. She is working with five departments to develop the roles and responsibilities of each department and provide the operational guidance necessary to provide effective recovery of the City.

### FEMA PUBLIC ASSISTANCE SUPPORT, MOREHEAD CITY, NORTH CAROLINA (2018 – PRESENT)

As Project Manager, Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for 14 projects in Morehead City. These projects

included historic cemeteries repair / restoration and hazardous tree removal. Lynne is performing this work under the FEMA PA New Model utilizing the FEMA grants portal for the Town's projects.

#### FEMA PUBLIC ASSISTANCE SUPPORT, CITY OF HAVELOCK, NORTH CAROLINA (2018 – PRESENT)

As Project Manager, Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for the City of Havelock following Hurricane Florence. She is performing this work under the FEMA New Model utilizing the FEMA grants portal for the City's projects.

#### FEMA PUBLIC ASSISTANCE SUPPORT, OAKLAND PARK, FLORIDA (2017 – PRESENT)

As a Public Assistance Coordinator for Oakland Park, Lynne is providing FEMA Public Assistance program technical assistance, and project formulation for 24 projects resulting in \$2.4 million in cost recovery. She is using the FEMA New Model implemented in the online Grants Portal for these projects.

LYNNE STORZ
FEMA COMPLIANCE AND COST
REIMBURSEMENT EXPERT



YEAR JOINED WITT O'BRIEN'S, LLC 2004

YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS
11 Years

#### **EDUCATION**

Portland State University
Master of Urban and Regional
Planning

Portland State University
Bachelor of Science, Sociology

#### LICENCES/CERTIFICATIONS/TRAINING

FEMA Classroom Training G-318 (Mitigation Planning), NIMS ICS 300 (Intermediate ICS for Expanding Incidents), NIMS ICS 400 (Advanced ICS)

FEMA Courses: IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, IS-393, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, S-812, IS-813, IS-814



#### DEBRIS MANAGEMENT PLANNING, VARIOUS CLIENTS (2007-PRESENT).

For various clients, Lynne has been responsible for developing disaster debris management plans based upon individual client requirements. Each plan was prepared after consultation with the client and the participating departments that are involved in the debris removal project. Planning efforts typically involved discussion with outside agencies (state and federal governments and/or agencies) and private entities, as required, and discussion and coordination with the internal departments ranging from public works, solid waste, transportation, planning, GIS, finance/accounting (grants management) to environmental resources and historic preservation. Plan development has been performed for the following local, state, and tribal governments: Seminole Tribe of Florida; State of Maine; City of Fernandina Beach, Florida; Broward Health Hospital, Florida; City of Alexandria, Louisiana; City of North Miami, Florida; Cooper City, Florida; Town of Davie, Florida; Florida Department of Transportation; and the City of Savannah, Georgia.

### SUPERSTORM SANDY FEMA PA SUPPORT, NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT (2012-2014)

Lynne worked with 25 New Jersey state agencies, primarily the New Jersey Department of Transportation (NJDOT), providing technical assistance to the agencies in the FEMA PA program following Superstorm Sandy. For NJDOT's approximately \$30m in PA claims, she provided technical assistance, including Project Worksheets (PW) formulation, reimbursement requests, time extensions, and quarterly reports.

#### HURRICANE ISAAC RECOVERY SUPPORT, LAFOURCHE PARISH, LOUISIANA (2012)

Lynne provided oversight of debris monitoring operations for Lafourche Parish, Louisiana, during the recovery efforts from Hurricane Isaac in 2012. She also provided the Parish with technical assistance with the FEMA PA Program and was responsible for ensuring compliance with Louisiana Department of Environmental Quality reporting requirements.

#### **DISASTER RECOVERY SUPPORT, STATE OF NEW JERSEY (2011)**

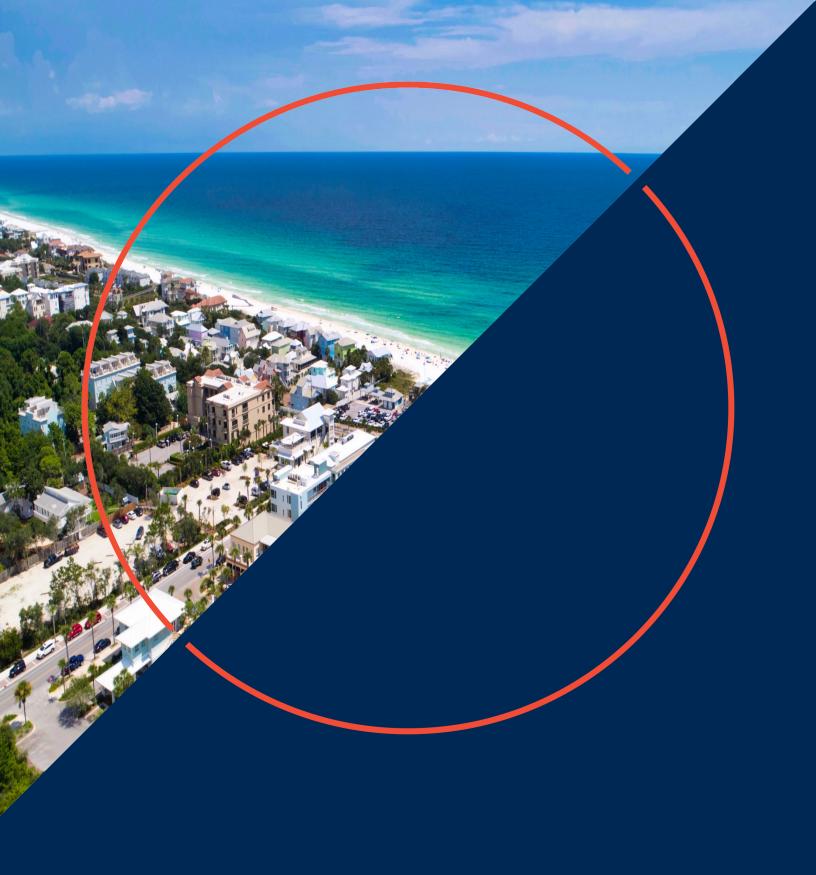
Lynne assisted the State of New Jersey in the response to Hurricane Irene and performed preliminary damage assessments in coordination with the New Jersey State Police and local government entities.

#### LONG-TERM DISASTER RECOVERY, FLORIDA DEPARTMENT OF TRANSPORTATION (2007-2013)

As a Senior Consultant and Project Manager, Lynne provided long-term disaster recovery, emergency management, and planning expertise to the Florida DOT. She provided technical assistance and planning to local governments in the areas of FEMA PA and FHWA Emergency Relief programs. In this role, she served as Public Assistance Coordinator (PAC) for the FDOT and oversaw project closeout, appeals and project worksheet formulation. Lynne assisted in securing approximately \$100 million in grant reimbursement for the FDOT, assisting more than 80 local governments with preparing documents for Detailed Damage Inspection Reports (DDIR), which were submitted to the FHWA for reimbursement. Lynne also managed the development of FDOT's statewide debris management plan, which was approved by FEMA Region IV and. also developed seven district Debris Operations Plans, as well as the development and delivery of training on the implementation of those plans. Lynne also assisted in the development of FEMA PA and FHWA Emergency Relief training, which was delivered to more than 2,000 local government personnel in Florida

#### MULTI-CITY RECYCLING MANAGER, WASHINGTON COUNTY, OREGON (1991-2002)

Prior to joining Witt O'Brien's, Lynne served as the Solid Waste Management Coordinator, managing an 11-city recycling program. This effort involved developing and implementing waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents.



### WITT OBRIENS PART OF THE SEACOR FAMILY

### Attachment "B" Insurance Requirements

# Santa Rosa County Insurance Requirements March 2021

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of **1,000,000** per person/**1,000,000** per accident and **1,000,000** for property damage are required. This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

#### Special Requirements:

- 1)Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.
- b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.
- 2)It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- 3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

### Attachment "C" Civil Rights Clauses

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#### Attachment "C"

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

### **Attachment "D" Scrutinized Contractors Certificate**

# VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: July 8, 2021

Witt O'Brien's, LLC

818 Town and Country Blvd

ADDRESS:

Suite 200

Houston, TX 77024

PHONE NO.: 202-817-5802

COMPANY:

SIGNATURE:

NAME: Jonathan M. Hoyes

(Typed or Printed)

TITLE: Senior Managing Director

E-MAIL: jhoyes@wittobriens.com

# Attachment "E" Special Conditions Additional Federal Requirements

# Special Conditions <u>Federal Requirements</u> Over \$150,000.00 w/Work Safety

When applicable, the following special conditions may apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Work Hour and Safety Standards (40 U.S.C. 3701-3708). The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under

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this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).

#### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The

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Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding.

The County 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, may, after written notice to the Contractor, County, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and

weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the County or government agency (or the applicant, County, or Owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

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either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- 10. Certification of Eligibility.
- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.